

Dear Mr. / Mrs. \_\_\_\_\_,

Subject : Letter of Appointment for Independent Director

It gives me pleasure to inform you on behalf of the Board of Directors of Kirloskar Ferrous Industries Limited (“KFIL / Company”) that the Members of the Company, on the recommendation of the Board of Directors and the Nomination and Remuneration Committee, have appointed you as an Independent Director on the Board of Directors of KFIL. This Letter of Appointment sets out the terms and conditions covering your appointment, which are as follows:

### **1. Term of Office**

- a. In accordance with the provisions of the Companies Act, 2013 and rules thereof (hereinafter referred to as ‘the Act’) and the Listing Agreement, you have been appointed as an Independent Director
- b. The appointment is for a term of \_\_\_\_ (\_\_\_\_) consecutive years upto \_\_\_\_\_.
- c. The Company is at liberty to disengage Independent Director before the expiry of term of office, subject to compliance of relevant provisions of the Companies Act, 2013.
- d. The term ‘Independent Director’ should be construed as defined under the Companies Act, 2013 and the Listing Agreement.

### **2. Committees**

- a. You are a Member / Chairman of the \_\_\_\_\_ Committees of the Board of Directors. The terms of reference of the Committees of which you are a Member / Chairman have been communicated to you and noted by you.
- b. The Board of Directors may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

### **3. Role and Duties**

Your role and duties will be those as specified for an Independent Director under the Act and the Listing Agreement. The same are set out in detail in the Code of Conduct for Board of Directors and Senior Management of KFIL. A copy of this Code is attached as **Annexure A**. You shall completely abide by this Code during your term as an Independent Director and you are expected to bring objectivity and independence of view to the Board’s discussions and to help provide the Board with effective guidance in relation to the Company’s strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance.

#### **4. Time Commitment**

- a. In performance of your role and duties effectively, as set out at 3 above, you will be expected to attend Board and Committee Meetings to which you are or you may be appointed and Shareholders’ meetings and to devote such time as may be appropriate. You will be given adequate advance notice of the dates of the Board, Committee and General Meetings.
- b. As Chairman of \_\_\_\_\_ Committee, you shall attend every General Meeting. In the event you are unable to attend any General Meeting during your tenure as Chairman of this Committee, you shall authorise any other member on this Committee to attend the General Meetings, which you cannot remain present at.
- c. As Chairman of the Audit Committee, you shall attend every Annual General Meeting. You cannot authorise any other member on this Committee to attend the Annual General Meeting.
- d. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

#### **5. Status of Appointment**

You will not be an employee of the Company and this letter shall not constitute a contract of employment.

#### **6. Remuneration**

You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board from time to time. Further, you will also be paid remuneration by way of commission as may be approved by the Board and Shareholders from time to time.

Payment of sitting fees and commission shall at all times be subject to the provisions of the Companies Act, 2013 and Rules thereunder and such amendments, as may be made thereto from time to time and other Acts and Rules as may be applicable.

#### **7. Reimbursement of Expenses**

In addition to the remuneration described in paragraph 6, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duty.

#### **8. Conflict of Interest**

- a. It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment and changes if any thereafter.

- b. In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to both the Chairman and the Company Secretary.

## **9. Confidentiality**

All information acquired during your appointment is confidential to KFIL and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by KFIL.

## **10. Dealing in the securities of the Company**

You are required to ensure the compliance with the Code of Conduct for Prevention of Insider Trading in securities of KFIL.

In accordance with the said Code, you shall not :

- (a) either on your behalf or on behalf of any other person, deal in the securities of the Company, when in possession of any unpublished Price Sensitive Information; or
- (b) communicate or counsel or procure directly or indirectly any unpublished price sensitive information to any person, who while in possession of such information, shall not deal in securities.

However, it need not be concluded that you are barred from dealing in the securities of the Company. You are permitted to deal in the securities of the Company, provided you follow the Code

You should avoid making any statements about the Price Sensitive Information that might risk a breach of these requirements, without prior clearance from the Chairman or the Company Secretary.

A copy of the said Code of Conduct is attached as **Annexure B**.

## **11. Induction**

The management will be organizing a suitable training programme for Independent Directors to familiarize them with the company, their roles, rights, responsibilities in the company, nature of the industry in which the company operates, business model of the company, etc. The dates of the training programme will be intimated to you sufficiently in advance.

## **12. Evaluation mechanism**

Your performance evaluation will be done on an annual basis by the Nomination and Remuneration Committee as well as by the Board of Directors. Continuation or extension of your term of appointment will be based on the report of performance evaluation.

### **13. Directors’ and Officers’ (D and O) Insurance**

The Company may obtain a Directors’ and Officers’ Liability Insurance Policy for you. Details of the same will be provided by the Company Secretary as and when such a policy is taken by the Company.

### **14. Termination**

- a. You may resign as a Director at any time in the manner as provided under the Act.
- b. Your appointment may also be terminated in accordance with the provisions of the Act.

### **15. Governing Law**

This Letter of Appointment is governed by and will be interpreted in accordance with Indian Law and your engagement shall be subject to the jurisdiction of the Indian courts.

The aforesaid terms and conditions of your appointment may be varied from time to time in accordance with amendments to the Act, and any other applicable legislations, if any.

Kindly confirm your acceptance of these terms by signing and returning to us the enclosed duplicate copy of this letter.

Thanking you,

Yours sincerely,  
For Kirloskar Ferrous Industries Limited

Atul C. Kirloskar  
Chairman

Encl : as above