

Date

To,
Name of Director
Residential Address

Dear Sir / Madam,

Subject: Appointment as an Independent Director

It gives me immense pleasure to inform you on behalf of the Board of Directors that the members of the Kirloskar Oil Engines Limited (“KOEL / the Company”) in its meeting held on _____, on the recommendation of Board of Directors and the Nomination and Remuneration Committee, have appointed you as an Independent Director. 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’), your appointment as an Independent Director is for a term of ____ (____) consecutive years upto _____.
- b. The Company is at liberty to disengage Independent Director before the expiry of term of office, subject to compliance of relevant provisions of the Act.

2. Committees of Board

- 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

This is a model letter of appointment for Independent Director and subject to amendments.

Board of Directors and Senior Management of KOEL. 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

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. 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. 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.

6. Reimbursement of Expenses

In addition to the remuneration described in 5 above, 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.

7. Other Directorship and business interest

It is acknowledged that you may have other directorship and business interests other than those of the Company. In the event that your circumstances seem likely to change and might give rise to a conflict of interest, not declared so far, these should be disclosed to both the Chairman and the Company Secretary.

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

9. Confidentiality

All information of the Company acquired during your appointment is confidential 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 KOEL.

10. Directors and Officers (D and O) insurance

The Company maintains a Directors and Officers insurance policy (D & O Policy) to pay personal liability of directors and officers for the claims made against them while serving on the Board and / or as an officer of the Company. The details of said policy will be informed you. Further you will be kept informed of any changes in the said Policy.

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.

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13. Termination

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

14. Governing Law

This Letter 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.

This letter shall not constitute a contract of employment.

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.

Please confirm your agreement to the above by signing and returning to us the enclosed duplicate copy of this letter.

Thanking you,

Yours sincerely,
For Kirloskar Oil Engines Limited

Executive Chairman

Encl.: As above.