

DRAFT LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTORS

Mr.
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Dear Mr.,

Sub: Appointment as a Non-Executive Independent Director of Kinetic Engineering Limited (“KEL” or the “Company”)

I am pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee, the Board of Directors of the Kinetic Engineering Limited (hereinafter referred to as KEL or the Company) has approved your appointment/re-appointment as an Independent Director of the Company with effect from, 20... . This letter of appointment sets out the terms and conditions of your appointment / re-appointment which are as follows:

Appointment/Re-appointment

1. You will be appointed as a Non-Executive Independent Director on the Board of Directors of KEL for a term of five consecutive years, with effect from, 20.... Your appointment is subject to approval of the Board of Directors, election and appointment by the Shareholders as per under the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the listing agreement.
2. The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.
3. The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.

Committees

4. The Board of Directors (the Board) 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. Copies of the terms of reference for each of those committees would be provided to you at the appropriate time, if not already provided for. Your appointment on such Committee(s) will be subject to the applicable regulations.

Time Commitment

5. The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties under the Appointment. This will include attendance at regular and emergency Board meetings, any annual meeting of Independent Directors and the Annual General Meeting. You may also be required to attend regular meetings of any Board committee of which you are a member. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.

6. By accepting this appointment, you confirm that you are able to allocate sufficient time to perform your role.

Role and Duties

7. Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

I. You shall act in accordance with the Company's Articles of Association.

II. You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company, its employees, the shareholders, the community and for the protection of environment.

III. You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.

IV. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.

V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the Company.

VI. You shall not assign your office as Director and any assignments so made shall be void.

Fees

8. Unless decided otherwise, you will be paid a sitting fee for your services as a Non-Executive Independent Director of Rs. 2,500 per meeting of the Board and committee thereof attended as a member.
9. You will have no entitlement to any bonus during the Appointment and no entitlement to participate in any share scheme and no stock options will be issued to you by the Company.

Reimbursement of Expenses

10. In addition to the Fee described in above 8 the Company will reimburse you for all reasonable and properly documented expenses you incur in performing your role. You may submit any details of expenses incurred to the Company Secretary.

Conflict of Interest

11. 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 as soon as they become apparent.

12. During the Appointment, you may please inform us prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments, to avoid any conflict of interest with your current position in the Company.

Code of conduct & Other Compliances

13. During the Appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.
14. At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149 (6), in the format as per **Annexure A** to this Letter.

Confidentiality

15. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-Executive Independent Director of the Company.
16. Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.
17. On termination of the Appointment, you will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as a Non-Executive Independent Director of the Company.

Evaluation

18. The Company has adopted a policy on Board Evaluation. AS per the Policy, the Nomination and Remuneration Committee will carry out an evolution of the performance of individual Directors and the whole Board and its Committees. If, in the interim, there are any matters arising in connection with your role as a Non-Executive Independent Director which cause you concern, you may discuss with us as soon as appropriate.

Termination

19. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
20. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

21. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

Publication of the letter of appointment

In line with the provisions of the Companies Act, 2013, the Company may make public a generic copy of this letter on its website at www.kineticindia.com and the same shall be open for inspection at the registered office of the company by any member during normal business hours.

This letter is governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Pune India.

This letter constitutes neither a contract for services nor a service contract.

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

Yours sincerely

Chairman

To,
Kinetic Engineering Limited

I have read and I agree to the above terms regarding my appointment as a Non-Executive Independent Director of Kinetic Engineering Limited.

Signature

Place
Date