



K.P. ENERGY LIMITED

TERMS & CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Terms and Conditions of Appointment of Independent Directors

Date: _____

To,
(Insert Name of Director)
(Insert Address)

Dear [●],

Re: Your appointment as an Independent Director of K.P. Energy Limited

We are pleased to inform you that at the Annual/Extra-ordinary General Meeting held on [●], shareholders have approved your appointment as an Independent Director of the Company to hold office for a period of [●] consecutive years w.e.f. [●]. The Brief outline for the appointment is as below:

1. During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149(7) of the Companies Act, 2013 ("Act") stating that you meet the criteria for independence.
2. So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a Chairman or Committee member will not exceed the limit stipulated under the Act and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
3. As advised by the Board, during the tenure of office, you may be required to serve on one or more Committees of the Board established by the Company as per its terms of reference.

You have been appointed on the following Committees of the Board:

<< To be provided as applicable >>

4. You shall comply with the [K.P. Energy Limited Code of Conduct for Board of Directors and Senior Management Personnel of the Company](#) to the extent applicable to an Independent Director and [K.P. Energy Limited Code for Independent Directors](#), as approved by the Board.

5. You will abide by Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the [K.P. Energy Limited Code of Conduct to Regulate, Monitor and Report trading by Insiders](#) and the [K.P. Energy Limited Code of Practice and Procedures for Fair Disclosure of Unpublished Price Sensitive Information](#).
6. You will comply with the guidelines of professional conduct, role, functions, and duties, as an Independent Director provided in Schedule IV of the Act.
7. You will be paid such remuneration by way of sitting fees and reimbursement of expenses for attending meetings of the Board and its Committees and Commission that may be determined by the Board and Shareholders, from time to time.
8. You are expected not to involve 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.
9. The Company has Directors' and Officers' liability insurance, and it is intended that the Company will assume and maintain such cover for the full term of your appointment.
10. Your reappointment or extension of term and your remuneration will be recommended by the Nomination and Remuneration Committee of the Board, pursuant to a performance evaluation carried out by the Board.

Kindly acknowledge the receipt and convey your acceptance.

Yours faithfully,

For, K.P. Energy Limited

Managing Director