



Appointment of Independent Directors -Terms and conditions

(Pursuant to Schedule IV of the Companies Act, 2013)

Date _____

To,
Shri/Smt

Sub : Appointment as an Independent Director on the Board of the Company

This has reference to the Ministry of Shipping (**MoS**), Government of India Order _____ dated _____, communicating your appointment as an Independent Director on the Board of KPL. A copy of the said communication is also marked to you by MoS.

I am pleased to invite you on the Board of the Company and am confident that your rich and long years of experience would immensely support the company to achieve greater heights.

This letter of appointment is being issued in pursuance of Section 149(8) read with Schedule IV of the Companies Act, 2013 (hereinafter referred to as "Act") and your appointment shall also be subject to all other applicable provisions of the Act, SEBI (LODR) and DPE guidelines.

The terms of your appointment are as follows:

A. Term of Office

Your appointment is effective from _____ and the tenure of your office shall be for a term of ___ years from the date of _____ or further orders of the Government of India, whichever is earlier and is subject to approval of the members at the ensuing General Meeting.

B. Official status/Relationship

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

C. Number of other Directorships

Your appointment is subject to the maximum permissible directorships that one can hold as per the provisions of section 165 of the Act as Director, SEBI (LODR) Regulation 2015 and the DPE guidelines on Corporate Governance for CPSEs as amended from time to time.

D. Number of memberships on the Board Committees

You may be appointed on committee(s) of the Board from time to time. On such appointment you shall strive to carry out the obligations under terms of reference and applicable regulations, DPE guidelines on Corporate Governance for CPSEs (CG Guidelines). The number of Committees in which you can be a Member/Chairman should be in line with rules/regulations/laws applicable from time to time.

E. Disclosure of Interest and Submission of statutory Forms

The Company is required to include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Therefore, any such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately. A general notice disclosing your interest in any contract with a particular person, firm or company is acceptable.

You are required to submit annually or whenever changes takes place the following:

- a) information/notice of interest or concern in other entities in terms of Section 184 188 and 189 of the Act, the Companies (Appointment and Qualification of Directors) Rules 2014, the Companies (Meetings of Board and its Powers) Rules, 2014.
- b) declaration to the Board that you meet the criteria of independence specified under Section 149(6) of the Act, read with relevant rules, pursuant to Section 149(7) of the Act.
- c) Compliance Report on 'Code of Conduct and Business Ethics for Board Members and Senior Management' in terms of CG Guidelines.
- d) Notice of disqualification, if any in terms of Section 164(2) and rule 14(1) of Companies (Appointment and Qualification of Directors) Rules, 2014 of the Companies Act, 2013 in Form DIR-8.
- e) Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015,
 - Disclosure of details of Securities held on appointment as Director or upon becoming a Promoter of a listed company and other such persons as specified in Regulations.
 - Disclosure of details of Securities acquired or disposed, whether in one transaction or a series of transactions over any calendar quarter, aggregating to a traded value in excess of ten lakh rupees or such other value as may be specified or stipulated by way of amendment, within two trading days of such transaction.
 - the names of the Designated Person's Immediate Relatives (as defined in the Company's Internal Code of Conduct for Regulating,

Monitoring and Reporting of Trades) and other undertakings in prescribed format.

- Pre-trading approval shall be obtained from Compliance Officer, if you intend to Trade in the Securities of the Company when the Trading Window is open, for an aggregate trade value, whether in one transaction or a series of transactions within any financial year exceeding Rs.1,50,000/-.

F. Roles and Responsibilities

Your role and duties will be those normally required of a non-executive Independent Director under the Act, DPE guidelines and the Listing Regulations. There are certain duties prescribed for all Directors, both executive & non executive, which are fiduciary in nature and are as under:

- Subject to the provisions of the Act, you shall act in accordance with the Company's Articles of Association.
- 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
- You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgement with due regard to applicable laws.
- You shall not involve yourself in a situation in which you may have a direct or indirect conflict of interest or possibly may conflict with the interest of the Company.
- You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- You shall not assign your office as Director and any assignments so made shall be void.

In addition to the above requirements, your role, functions and duties as Independent Director of the Company shall be in accordance with the Code for Independent Directors prescribed under the Act.

You will be held liable in respect of such acts of omission/commission by a company which had occurred with your knowledge, attributable through Board processes and with your consent or where you did not act diligently with respect to the provisions contained in the Companies Act as well as the listing regulations.

You do not have authority to commit the Company in any way.

Your attention is drawn to the requirements of Company's "Internal Code of Conduct for Designated Persons Under SEBI (Prohibition Of Insider Trading) Regulations, 2015" which is concerned with disclosure of price sensitive information and dealing in the securities of KPL. You should not make any

statements on behalf of the Company or anything concerning the Company to the media, financial institutions, or anyone associated with the stock market or investor community without the express authorisation of the Board. Please note that all media enquiries concerning the Company must be referred immediately to the Chairman of the Company. Further, you shall not take any step or action that will bring or likely to bring disrepute to the Company or affect the Company's interest adversely.

G. Remuneration

- a) You will be entitled to and paid such sitting fees as approved by Ministry in Charge of Company from time to time for each Board Meeting and Board Level Committee Meeting.
- b) The sitting fees presently payable is Rs.10,000/- per meeting of the Board and Board level Committee meeting subject to deduction of tax at source.
- c) You shall not be entitled to receive any remuneration other than the aforesaid fee and reimbursement of expenses, for attending the meetings of the Board or any committee thereof or for any other purpose as decided by the Board.
- d) In addition to the remuneration described above, the company will, for the period of your appointment, reimburse travel, hotel and other incidental expenses incurred by you while performing your role and duties as per the policy of the Company.

H. Familiarisation/Training programme

Company would undertake/sponsor training programs for Board Members from time to time for enriching and updating your knowledge on the trade, industry and legal environment pertaining to the Company. You may be invited to attend ongoing training and familiarization sessions, including briefings from management and site visits which will enable you to take informed decisions during the discharge of your duties. We request you to attend the same.

I. Confidentiality

All information acquired during your tenure will be kept as confidential and shall not be released, either during your appointment or following cessation of term/tenure to third parties without prior clearance from CMD, KPL unless required by law or by the rules of any stock exchange or regulatory body. You shall use such information for the performance of your duties as a Director or as required under law and you shall not use the same to gain advantage for yourself or others, or to the detriment of the Company.

J. Board's expectation from ID:

You are expected to participate in the familiarization programme of the Company to get acquainted with the Company's operations and business.

As a non executive Director, you are expected to bring objectivity and independence of view to the Board's discussions and to provide the Board with effective leadership in relation to the Company's Strategy, Performance, Risk Management, as well as ensuring high standards of financial probity and Corporate Governance.

Further, the Board expects your regular attendance at the meetings of the Board and its Committees in addition to the shareholders meeting. You are expected to devote sufficient time as appropriate to discharge your duties effectively to meet the expectations from your role to the satisfaction of the Board.

K. Code of Business Ethics

We request you to adhere to the Code of Ethics and the following:

- a) uphold ethical standards of integrity and probity;
- b) act objectively and constructively while exercising your duties;
- c) exercise your responsibilities in a bona fide manner in the interest of the company;
- d) devote sufficient time and attention to your professional obligations for informed and balanced decision making.
- e) not allow any extraneous considerations that will vitiate your exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- f) not abuse your position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- g) refrain from any action that would lead to loss of your independence;
- h) assist the company in implementing the best corporate governance practices.
- i) where circumstances arise which make you lose your independence, you must immediately inform the Board.

L. Annual calendar of meetings:

Independent Directors shall hold at least one meeting in a year.

M. Company Records and Other Property

You shall, immediately on request at any time and from time to time (and in any event, on termination/expiry of your appointment with the Company), immediately deliver/return to the Company or its authorised representatives, confidential information, documents and electronic gadgets, if any, which may be in your possession or control.

N. Resignation and Termination

You may resign as an Independent Director of the Company at any time and should you wish to do so, you are requested to serve a written notice stating the reasons for resignation. Your tenure of appointment is also subject to any further order by the Ministry in Charge.

O. Governing Law

Your appointment is governed by and will be interpreted in accordance with the enactments of the Republic of India and the directives issued by the Government Authorities including Ministry of Shipping, SEBI, Department of Public Enterprises and Ministry of Corporate Affairs. Further, your engagement as Independent Director shall be subject to the jurisdiction of the courts at Chennai.

P. Miscellaneous

This letter constitutes the entire terms and conditions of your appointment.

The Company has a right to change the terms of this letter from time to time in accordance with applicable laws.

The terms and conditions of this letter along with your detailed profile shall be made publicly available by the Company in accordance with the provisions of the Act and the Listing Regulations

Q. Acceptance of Appointment

I am confident that your association, expertise and experience will immensely benefit the Company and the Board. If the above terms are acceptable, we request you to confirm the same by signing and returning the duplicate copy of this letter.

Yours sincerely,
for **Kamarajar Port Limited**

Chairman-cum-Managing Director

ACKNOWLEDGEMENT

I hereby confirm and agree to the afore-mentioned terms and conditions of my appointment as an Independent Director on the Board of Kamarajar Port Limited.

Date :

(Signature)