

FORM OF LETTER OF APPOINTMENT OF INDEPENDENT DIRECTORS
[On the letter head of COMPANY]
STRICTLY PRIVATE & CONFIDENTIAL ADDRESSEE ONLY

Date: [insert date]

To, [insert name of independent director]
[insert address],

Dear Sir,

Re: Your Appointment as the Independent Director of KOAL

We are pleased to inform you that the Members have at the Annual General Meeting of the Company held on, approved your appointment as an Independent Director of the Company, not liable to retire by rotation.

Term of Appointment

Your Appointment is for a term of 5(five) years commencing from to

You shall ensure the following compliances during your tenure as an Independent Director(ID): -

1. At the first meeting of the Board in every Financial Year you will have to submit the following:
 - a) a declaration stating that you meet the criteria of Independence as provided under Section under Section 149 (6) of the Companies Act, 2013("Act").
 - b) the Notice of disclosure of your interest in other entities under section 184(1) of the Companies Act, 2013 read with rule 9(1) Companies (Meetings of Board and its Powers) Rules, 2014 in prescribed form MBP 1.
2. The number of companies in which you hold office as a Director or a chairman or committee member shall not exceed the limit stipulated under the Act and the Listing Agreement;
3. You shall not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act;
4. You will ensure compliance with other provisions of the Act and the listing Agreement as applicable to you as an Independent Director.

Board's Intention

As an Independent Director of the Company, you are expected to act objectively and constructively while exercising your duties and at the same time bring independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as exercising your responsibilities in a bona fide manner in the interest of the Company and guiding the Company in implementing the best corporate governance practices.

You will be expected to devote such time as is prudent and necessary for proper performance of your role and for attending Board meeting(s) and meeting(s) of Committee of the Board to which you may be appointed from time to time.

Committees

The Board of Directors (the Board) may, if it deems fit may invite you for being appointed on one or more Committee of the Board. Your appointment on such committees will be subject to the applicable regulations. The tasks to be performed shall be based on specific requirements depending on the terms of reference of the respective committees. Code of Conduct and Duties and Responsibilities

Code of Conduct-Obligations

1. You will abide by the Company to the extent applicable to the Director of the Company.
2. You will abide by the guidelines of professional conduct, role, function and duties as an Independent Directors provided in Schedule IV of the Companies Act, 2013, as may be modified from time to time by the Government and to carry out such role, duties and responsibilities as may be prescribed under the Companies Act, 2013, Schedule IV and rules framed thereunder.
3. You are expected to:
 - (i) take decisions objectively and solely in the interests of the Company;
 - (ii) 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 interests of the Company, its employees, the shareholders, the community and for the protection of environment;
 - (iii) Seek appropriate clarification or amplification of information and where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
 - (iv) Strive to attend all meetings of the Board of Director and of the Committee of the Board, of which you are a member;
 - (v) Participate constructively and actively in the committee(ies) of the Board in which you are a chairperson or a member;
 - (vi) Strive to attend the general meetings of the Company;
 - (vii) Pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure yourself that the same are in the interest of the Company;
 - (viii) facilitate Company's adherence to high standards of ethics and corporate behavior; AGM 20....-specimen letter of appointment
 - (ix) guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes, required if any;
 - (x) guide the Board in monitoring and managing potential conflicts of interest of Management, Board Members and Stakeholders.
 - (xi) guide the Board in sound accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards. Liabilities

Liabilities and Consequences

As an Independent Director of the Company, you shall be liable only for such acts of omission or commission by the Company which has occurred with your knowledge, attributable through Board processes and with your consent or connivance or where you have not acted diligently.

Performance Evaluation

Your reappointment or extension of term will be recommended by the Nomination and Remuneration Committee of the Board, pursuant to a performance evaluation carried out by the Board. List of actions that a Director should not do while functioning as such in the Company.

- (i) 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;
- (ii) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates;
- (iii) You shall not assign your office as Director and any assignments so made shall be void;
- (iv) You shall not unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- (v) You shall not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law;
- (vi) You shall not serve as an Independent Director in more than 7 (Seven) listed companies or such other limit as may be specified under the listing agreement with the stock exchanges from time to time. However, if you are serving as a Whole-time Director in any listed company, you shall not serve as an Independent Director in more than 3 (Three) listed companies. As an Independent Director of the Company you are expected not to do any such act, deed or thing that might directly or indirectly have an adverse impact on the goodwill/reputation of the Company.

Remuneration

- (i) You will not be an employee of the company and this letter shall not constitute a contract of employment.
You will be paid such remuneration by way of sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time.
- (ii) The sitting fees presently paid to the Non-Executive Independent Director is Rs 3000/- for attending each meeting of the Board (excluding service tax thereon).
- (iii) You will be entitled to reimbursement of expenses incurred by you in connection with attending the Board meeting(s), meeting(s) of Committee of the Board, General meeting(s) and in relation to the business of the Company, towards travelling and other out-of-pocket expenses.
- (iv) Pursuant to applicable law, you will not be entitled to any stock options nor shall have entitlement to any bonus.

Independent Professional Advice

The Company will reimburse full cost of expenditure incurred by you for any consultancy or professional advice availed by you in furtherance of your duties as a Director or in relation to compliance with applicable rules and regulations, during the course of your tenure as an Independent Director.

Disclosure of interest

During the tenure as an Independent Director of the company you will disclose any proposed new directorship or appointment to the Chairman before accepting it and following acceptance, promptly disclose it to the Board and also promptly notify in writing to the Board, any subsequent changes to any your other directorships, appointments (including employment relationships) and interests, including any directorship, appointment or interest in a company. Any material interest that you may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the same may be recorded in minutes appropriately and company's records are updated. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.

Termination

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. In terms of provisions of the Companies Act, 2013 you are required to file a copy of your resignation letter with the Registrar of Companies, West Bengal. 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 at any time. In accordance with the provision of section 149(13) of the Companies Act, 2013 your directorship is not subject to retirement by rotation. Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or failure to meet the parameters of Independence as defined in section 149(6) of the Companies Act, 2013 or the occurrence of any event as defined under section 167 of the Companies Act, 2013.

Miscellaneous

You will have access to confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, trade secrets, ("**Confidential Information**").

You shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information either during your appointment or following termination (by whatever means). If any Confidential Information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Chairman/Board. Your attention is also drawn to the requirement under the applicable regulations which concerns the disclosure of price sensitive information and dealing in the securities of the Company. Therefore you are requested to avoid making any statement or performing any transactions that might risk breach of the requirements, without prior clearance from Chairman/Board. In terms of Clause IV sub-clause 6 of schedule IV to the Companies Act, 2013 company will make public the terms and conditions of your appointment and will also arrange for it to be displayed at its website.

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This letter and any non-contractual obligation arising out of or in connection with this letter are governed by and shall be constructed in accordance with the Indian laws and your engagement shall be subject jurisdiction of the Kolkata courts.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the Company. Yours faithfully,

For KILBURN OFFICE AUTOMATION LTD. (Chairman)

Agreed and Accepted
[Insert name of Independent Director]

This is a Model Letter of Appointment and is subject to Amendment/ Modification.