

Associated Pigments Limited
Draft Letter of Appointment for Independent Director
(Setting out Terms & Conditions of Appointment of Independent Director)
(In terms of Section-149(7) read with Code of Independent Directors
as per Schedule-IV Clause-IV(6) of The Companies Act,2013)

To ,

Mr/Ms

Dated:

Dear Sir,

Re: Your Appointment as the Independent Director of Associated Pigments Ltd.

We are pleased to advise you that the Board of Directors have approved your appointment as an Independent Director with effect from subject to approval by shareholders at the forthcoming Annual / Extra-Ordinary General Meeting and you will not retire by rotation.

A. Preliminary

Your appointment is subject to the following:

- B. 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 of independence.
- C. 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 Listing Agreement.
- D. So long as you are an Independent Director of the Company, you will ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act.
- E. You will ensure compliance with disclosure requirements and other provisions of the Act and the listing Agreement as applicable to you as an Independent Director.

F. Term

Your Appointment is for a term ofyears commencing from to

G. Committees

You continue to remain appointed on the following Committees of the Board which may be changed;

- (a.)
- (b.)
- (c.)

H. Code of Conduct and Duties and Responsibilities

- 1. You will abide by the Associated Pigments Ltd.'s Code of Conduct and Policies formulated/to be formulated as applicable to an Independent Director of the Company.
- 2. You will abide by the guidelines of professional conduct, role, function and duties as an Independent Director provided in Schedule IV of the Companies Act, 2013.
- 3. You will not hold office as a Director or any other office in a competing firm/entity.

4. You are expected to stay updated on how best to discharge your roles, responsibilities and duties and liabilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.
5. You are expected to :
 - (i) Take decisions objectively and solely in the interest of the Company.
 - (ii) Facilitate Company's adherence to high standards of ethics and corporate behavior.
 - (iii) Guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes required, if any.
 - (iv) Guide the Board in monitoring and managing potential conflicts of interest of Management, Board Members and Stakeholders, including misuse or corporate assets and abuse in related party transactions.
 - (v) Guide the Board in ensuring the integrity of the Company's 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.

I. Performance Evaluation

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.

J. Remuneration

You will be entitled to:

1. Sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time and
2. The Company will reimburse the cost of professional advice in furtherance of your duties as a Director, if so required.
3. You will be entitled to reimbursement of expenses incurred by you in connection with attending the Board meetings, Board Committee meetings, general meetings and in relation to the business of the Company towards hotel accommodation, travelling and other out-of-pocket expenses.
4. Pursuant to applicable law, you will not be entitled to any stock options.

K. Insurance

You will be covered in the Directors and Officers liability insurance as may be taken by the Company.

L. Training

You will be entitled to participate in Free of Cost training program to familiarize yourself with the business and affairs of the Company, growth plans, the peculiarities of the industry in which the Company operates its goals and expectations and long term plans and objectives as and when organized.

M. Miscellaneous

1. 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, intellectual property rights (including trade secrets), (“**Confidential Information**”).
2. You shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.
3. 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 Board.

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

Yours faithfully,
For Associated Pigments Ltd.

Chairman/Authorized Signatory

Independent Director