

TERMS AND CONDITION FOR APPOINTMENT OF INDEPENDENT DIRECTOR



Asahi Songwon Colors Limited

CIN : L24222GJ1990PLC14789

TERMS AND CONDITION FOR APPOINTMENT OF INDEPENDENT DIRECTOR

Appointment

You will be an independent director of the Company for a period of **5** years from the date of appointment. Your appointment shall be governed by Companies Act, 2013 and the Listing Agreement as applicable from time to time.

Committee

The Board of Directors, from time to time, may appoint you as a member of Board Committees and you will carry out tasks as per terms of reference of the Committee in which you are a chairman / member.

Professional Conduct, Roles & Responsibilities and Duties

You shall abide by professional conduct, roles & responsibilities and duties as per schedule IV of the Companies Act, 2013 including any subsequent modification/s from time to time, such as:

- (i) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- (ii) strive to attend the general meetings of the Company;
- (iii) keep yourself well informed about the Company and the external environment in which it operates;
- (iv) acting within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees;

Disclosure

Pursuant to section 184 of Companies Act, 2013, you shall disclose your concern or interest in any Company or companies or bodies corporate, firms, or other association of individuals including shareholding.

Dealing in Shares

Directors and designated employees of the Company are prohibited to deal in shares of the Company while trading window is closed. You shall abide by the Company's code of conduct for prevention of insider trading during dealing in shares of the Company.

Directors and Officer Liability

The Company has Directors and Officers Liability Policy and you shall be covered under the said policy.

Fees and Remuneration

You will be paid remuneration by way of sitting fees, as may be decided by the Board for attending meeting of Board of Directors as well as Audit Committee according to section 197 of Companies Act, 2013 read with Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014.

Further, the Company shall reimburse all your expenses i.e. travel, hotel and other incidental expenses incurred while attending general meeting, meeting of Board of Directors as well as Committee constituted by Board of which you are a member. Being Independent Director, you shall not be entitled to any stock option of the Company.

Resignation / Termination

You may resign from office by giving a reasonable notice in writing to the Company. The Company may terminate your appointment in accordance with provisions of Companies Act, 2013.



Confidentiality

You would 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, advertising and sales promotion plans, unpublished price sensitive information and any financial information and business related records, data, documents, reports, client information, intellectual property rights, (“Confidential Information”).

You shall ensure to keep the above confidential and not to disclose to any third party, such Confidential Information, 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 Chairperson or Managing Director.

Governing Law

This letter of appointment shall be governed under Indian Laws.