



Terms and conditions of appointment of the Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013.

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

Subject- Appointment as an Independent Director of Indigo Paints Limited.

It is our pleasure to inform you that the directors at the board meeting held on (date of Board Meeting) have approved your appointment as an additional director, which has been regularized as an independent director, in the extra ordinary/annual general meeting held on (date of AGM/EGM).

Pursuant to the Code of Conduct for Independent Directors contained in the Companies Act, 2013 and rules thereof ("The Act"), this letter of appointment is being issued to you.

This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. TERM OF OFFICE:

- In accordance with the provision of the Act and other applicable laws, you will be appointed as an Independent Director of Indigo Paints Limited ("The Company") from XX Annual General Meeting for a period of XX year effective from the conclusion of this Annual General Meeting till the conclusion of XX Annual General Meeting. You shall not be liable to retire by rotation as per the relevant provisions of the Act, SEBI (Listing Obligations and Disclosure Requirements), 2015 ("The Regulations") as amended from time to time.
- Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Act, the regulations and other applicable laws as amended from time to time. Your terms of appointment should be construed as defined under the Act, the Regulations and other applicable laws as amended from time to time.

2. Committees:

- During the appointment, you may be required to serve on one or more committees of the Board including Audit Committee, Nomination and Remuneration Committee and Corporate Social Responsibility Committee and other Committees as the Board may decide.

Registered Office: INDIGO Paints Limited (Formerly INDIGO Paints Pvt Ltd)

Indigo Tower, Street-5, Pallod Farm-2, Baner Road, Pune - 411045

T: +91 20 6681 4300, Email: info@indigopaints.com, Website: www.indigopaints.com, CIN: L24114PN2000PLC014669





- You will be identified as an Independent non-executive director in the annual report and other documentation of the Company. If circumstances change and you believe that your independence will be in doubt, you should discuss the same with the Chairman of the Company as soon as practicable.

3. Professional Conduct, Functions, Responsibilities and Duties:

- You will be bound the guidelines of Professional Conduct, Functions, Responsibilities and Duties as mentioned in the Code of Conduct for Board of Directors and Senior Management Personnel of the Company. The copy of which is annexed to this letter.
- In addition to the criteria mentioned in the Code of Conduct for Board of Directors and Senior Management Personnel of the Company, your role also includes tracking, reviewing and providing feedback on:
 - (a) **Strategy:** You will constructively contribute to the development of the Company strategy;
 - (b) **Performance:** You will oversee the performance of the Management in meeting agreed goals and objectives and monitor the reporting of performance;
 - (c) **Risk:** You will evaluate and ensure that financial information is accurate, and that financial controls and systems of risk management are robust and defensible;
 - (d) **People:** You will be responsible for determining the appropriate levels of remuneration of executive directors, key managerial personnel and senior management and the process of succession planning. You will also have a prime role in appointing, and, where necessary, removing executive directors, key managerial personnel and senior management, through the respective Board Committees.
 - (e) **Stakeholders:** You will balance the conflicting interest of the stakeholders, including minority shareholders. In the event of any conflict, you will moderate and arbitrate in the interest of the Company as a whole.

4. Code for Independent Directors:

- The Company has relied on the declaration received from you and that you meet the criteria of independence as provided in Section 149(6) of the Act.
- You will be required to abide by the guidelines as to professional conduct for Independent Directors as set out in Section 149(8) read with Schedule IV to the Act.
- You will be required to comply with Code of Conduct for Board of Directors and Senior Management Personnel of the Company.

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5. Restrictions:

During the term of Appointment, you are expected not to take up directorship in any company (whether in India or abroad) engaged in the same or similar businesses as that of the Company or in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his duties with the Company. In the event you become aware of any potential conflicts of interest, or in case of doubt, you should consult the Chairman of the Company as soon as practicable.

6. Time Commitment:

By accepting the appointment, you confirm that you will be able to allocate sufficient time to perform his duties as a director and attend meetings of the Board or any committee thereof. In addition to such attendances, you will be expected to devote appropriate preparation time ahead of each meeting.

7. Training and Development:

- You will be invited to attend ongoing training and familiarization sessions for Directors.
- The Board members are provided with necessary documents / brochures, reports and internal policies to enable them to familiarize you with the Company's procedures and practices.
- Periodic presentations are made at the Board and Board Committee meetings, on business and performance updates of the Company, global business environment, business strategy and risks involved.

8. Evaluation Process:

As an Independent Director you should strive to attend at least one meeting of the Independent directors in a year, without the presence of Non- Independent Directors with the sole objective of:

- review the performance of Non-Independent Directors and the Board as a whole;
- review the performance of the Chairperson of the company;
- assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

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Further each Independent Director appointment or re-appointment is subject to yearly evaluation process adopted by the Board.

9. Fees and Remuneration:

- You shall be paid remuneration by way of sitting fees and (Commission) as approved by the Board from time to time. This remuneration will be linked to your presence at the Board and Committee meetings and also on the basis of your position in various Committee of the Board, whether as the Chairman or a Member of the Committee(s). However, such remuneration shall be within the limits of the Act.
- The fixed sitting fees for attending every Board Meeting will be Rs. 1,00,000/-.
- The fees and remuneration will be subject to any changes made by the Board from time to time.

10. Expenses:

In addition to the sitting fees stated in the preceding paragraph, the Company will reimburse you or bear and pay, all travel, accommodation or other expenses incurred as a result of carrying out your duties as a Director.

11. Confidentiality:

You agree that both during and after the term of appointment, you will not use for your own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, subsidiary or any group or associate companies of the Company, which you may acquire by virtue of your position as an Independent Director, including without limitation, any information about the deliberations of the Board. The restriction shall cease to apply to any confidential information which may (other than by reason of the director's breach of your term), become available to the public generally.

12. Insurance:

The Company has Directors' and Officers' ("D&O") liability insurance and it is intended to maintain such cover for the full term of the Appointment. The Independent Director may obtain details of such insurance from the Company Secretary.

13. Indemnity:

The directors are granted an indemnity from the Company in respect of liabilities incurred as a result of their office, to the extent permitted by law.

14. Publication of Letter:

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In line with the provisions of Schedule IV to the Act, this letter of appointment will be open for inspection by any member of the Company and the Company will also post the terms and conditions of the appointment on the Company's website.

15. Governing Law:

The appointment and the terms hereunder are governed by the laws of India.

16. Disengagement:

- 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 Act, you are required to file a copy of your resignation letter with the Registrar of Companies, <<>>.
- Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of the Act and the articles of association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- Your appointment may also be terminated in accordance with the provisions of the articles of association of the Company from time to time in force

17. Changes in Personal Details

During the Term, they shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

Yours sincerely,
For **Indigo Paints Limited**

Accepted by:

Authorized Signatory

DIN -

Date -

Place -

Name of the Independent Director

DIN -

Date -

Place -

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