

CONTRACT FOR REAPPOINTMENT OF MANAGING DIRECTOR

THIS EMPLOYMENT CONTRACT ("**Contract**"), effective as of the last date of signature below (the "**Effective Date**"), is entered into by and between Sumitomo Chemical India Limited, a company incorporated in India and having its office at Mumbai, India (hereinafter referred to as "**the Company**") and Mr. Chetan Shah, an Indian citizen currently residing at Mumbai, with Permanent Account Number AABPS6839G (hereinafter referred to as "**Chetan Shah**").

WHEREAS by a resolution passed at the meeting of the Board of Directors of the Company ("**Board**") held on 31st August, 2019, Chetan Shah was appointed as the Managing Director of the Company for a period of 3 (three) years commencing from 1st September, 2019 up to 31st August, 2022.

AND WHEREAS, the terms and conditions of appointment of Chetan Shah as Managing Director were determined by the Board at the Meeting held on 14th October, 2019.

AND WHEREAS, on 14th October, 2019, the Company and Chetan Shah executed Contract for Appointment of Managing Director ("**Original Contract**") containing therein the terms and conditions of appointment of Chetan Shah as Managing Director.

AND WHEREAS, by a special resolution passed at the annual general meeting of the Company on 27th December, 2019, the members of the Company accorded their approval to the appointment of Chetan Shah as Managing Director for a period of 3 (three) years with effect from 1st September, 2019 on the terms and conditions set out in the Original Contract.

AND WHEREAS, by resolutions passed at the meetings of the Board of Directors of the Company held on 5th November, 2020, 5th February, 2021, and 28th May, 2021, the Board approved revision of the terms and conditions relating to compensation of Chetan Shah contained in the Original Contract with effect from 1st April, 2020 for the remaining tenure of the Original Contract i.e. up to 31st August, 2022.

AND WHEREAS, by a special resolution passed at the annual general meeting of the Company held on 30th July, 2021, the members approved revision of the terms and conditions relating to compensation of Chetan Shah contained in the Original Contract with effect from 1st April, 2020 for the remaining tenure of the Original Contract i.e. up to 31st August, 2022.

AND WHEREAS, on 25th August, 2021, the Company and Chetan Shah executed Supplement to Contract for Appointment of Managing Director containing the revised terms and conditions relating to compensation of Chetan Shah contained in the Original Contract with effect from 1st April, 2020 for the remaining tenure of the Original Contract i.e. up to 31st August, 2022.

AND WHEREAS the tenure of Chetan Shah as Managing Director of the Company expires on 31st August, 2022.

AND WHEREAS by a resolution passed at the meeting of the Board held on 27th May, 2022 and subject to approval of the members of the Company, Chetan Shah has been reappointed as the Managing Director of the Company for a period of 1 (One) year commencing from 1st September, 2022 to 31st August, 2023 (“**Term**”) on the terms and conditions specified therein.

AND WHEREAS, by a special resolution passed at the annual general meeting of the Company held on 29th July, 2022, the members of the Company have approved reappointment of Chetan Shah as Managing Director on the terms and conditions contained herein with effect from 1st September, 2022 to 31st August, 2023.

AND WHEREAS, the Company and Chetan Shah desire to enter into this Contract hereby superseding any and all prior negotiations, understandings, representations and agreements.

NOW, THEREFORE, in consideration of the foregoing and of the material promises and conditions contained in this Contract, the parties agree as follows:

1. Representations and Warranties

The Company warrants that, on the Effective Date, it is empowered under its Articles of Association to enter into this Contract. Chetan Shah warrants that, on the Effective Date, he is under no employment contract, bond, confidentiality agreement, or any other obligation which would

violate or be in conflict with the terms and conditions of this Contract or encumber his performance of duties assigned to him by the Company. Chetan Shah further warrants that, on the Effective Date, he has not signed or committed to any employment or consultant duties or to the best of his knowledge other obligations which would divert his full attention from the duties assigned to him by the Company under this Contract.

2. Term of Contract

Subject to the provisions of Section 11, the term of this Contract shall commence on the 1st September, 2022 and terminate on 31st August, 2023. Thereafter, the Company and Chetan Shah may enter into employment contracts for successive additional period(s) on mutually agreed terms and subject to approval of the shareholders in a general meeting and the applicable laws.

3. Duties under the Contract

The Company hereby employs Chetan Shah and reappoints him as the 'Managing Director' on and from 1st September, 2022.

Chetan Shah undertakes to adhere to the following:

- (a). Chetan Shah shall perform all such duties and responsibilities as are consistent with his designation subject to supervision of the Board.
- (b). Chetan Shah shall devote his full time, ability, attention, energy, knowledge and skill solely for performing all duties and responsibilities, assigned and/or delegated to him by the Board from time to time.
- (c). Chetan Shah shall strictly adhere to applicable laws and all applicable policies and Codes of Conduct of the Company, including (but not limited to) the Company's Code of Practices and Procedures for Fair Disclosure, Code of Conduct for Prohibition of Insider Trading, policies related to anti-trust/competition law compliance and anti-corruption/anti-bribery compliance.
- (d). Chetan Shah 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 interests of the Company, its employees, and the shareholders, the community and for the protection of environment.

4. Evaluation System

Annual increment of Chetan Shah will be decided by the Board or any committee thereof, as it may deem appropriate.

5. Location

The principal place of work from where Chetan Shah shall perform services for the Company will be the Company's office in Mumbai.

6. Compensation

Subject to the provisions of Section 197 and Schedule V to the Companies Act, 2013, from 1st September, 2022, Chetan Shah shall receive an annual gross remuneration, inclusive of all taxes, benefits and perquisites ("**CTC Remuneration**"), the break-up and structure of which shall be as specified in the **Schedule A** hereto. Chetan Shah shall not be entitled to receive sitting fees for attending the meetings of the Board or Committee(s) of Directors of the Company. In addition to the CTC Remuneration, Chetan Shah shall be provided car(s) with driver(s) as per the existing policy of the Company to discharge his day to day duties.

All benefits and entitlements of Chetan Shah will be governed by the prevailing guidelines and policies of the Company and the applicable laws, as amended, and Chetan Shah acknowledges and agrees that such guidelines and policies can be modified by the Board at its sole discretion from time to time.

Further, the Company shall bear additional costs related to activities/services arranged by the Company for the Company's official business purpose such as traveling costs, hotel costs, conveyance, telephone at residence, mobile bills, club costs or any other similar costs and such costs should not be considered as part of CTC Remuneration. As per and subject to the Company's applicable policies, Chetan Shah would be entitled to reimbursement of actual expenses reasonably incurred by him for the Company's official business purpose.

If, in any financial year, the Company has no or inadequate profits as per requirements of the Companies Act, 2013, the Company shall undertake reasonable efforts and follow process to obtain suitable approvals as may be required for payment of CTC Remuneration to Chetan Shah.

7. Outside Activities

During the Term of this Contract, Chetan Shah shall devote his entire productive time, ability and attention to the business of the Company and shall not, directly or indirectly, either as an officer, employee,

employer, consultant, agent, principal, partner, major shareholder (major shareholder is defined here as owning more than 5% of the securities of any company competing directly with the Company), corporate officer, director, or in any other capacity, engage or assist any third party in engaging in any business competitive with the business of the Company.

Following his employment with the Company, Chetan Shah shall not engage in unfair competition with the Company (unfair competition is defined as direct competition with the Company using confidential information and/or trade secrets gained while employed by the Company), aid others in any unfair competition with the Company, in any way breach the confidence that the Company has placed in Chetan Shah, or misappropriate any proprietary information of the Company.

8. Obligation of Tax

All taxes arising out of the remuneration paid to Chetan Shah by the Company, directly or indirectly during his employment period, will be deducted by the Company at the applicable tax rates in accordance with the Indian Income Tax Regulations. Chetan Shah will however be responsible for his actual tax liabilities under applicable tax laws and regulations.

9. Leave and Gratuity

Chetan Shah will be entitled for leave and gratuity in accordance with the Company's rules and policies.

10. Proprietary Rights and Confidentiality

As a condition of employment under this Contract, Chetan Shah shall be bound by the Confidentiality Agreement, whose copy is attached hereto as **Schedule B**, and made a part hereof by this reference.

11. Termination of Contract

a. Expiration of the Term of the Contract

This Contract shall be terminated upon the expiration of the Term. The Company's total liability to Chetan Shah in the event of termination of employment under this subsection shall be limited to the payment of his salary, benefits and bonus through the effective date of termination.

b. Mutual Consent

This Contract may be terminated at any time upon mutual written consent of the Company and Chetan Shah. The period from the date of

consent to the effective date of termination shall not exceed one hundred and eighty (180) days.

c. For Cause

The Company reserves the right to terminate this Contract immediately, at any time, if, in the reasonable opinion of the Company, Chetan Shah (i) breaches or neglects the duties which he is required to perform under the terms of this Contract, and with respect to which Chetan Shah has previously received written notice of any breach or neglect from the Company and with respect to which Chetan Shah has failed, after reasonable opportunity (60 days cure period) to remedy such breach or neglect; (ii) commits any material act of dishonesty, fraud, misrepresentation, or other act of moral turpitude; (iii) is guilty of gross carelessness or misconduct; and/or (iv) acts in any way that has a direct, substantial and adverse effect on the Company's reputation. The Company's total liability to Chetan Shah in the event of termination of his employment under this Section shall be limited to the payment of salary, benefits and pro rata share of the bonus through the effective date of termination.

d. By Chetan Shah

Chetan Shah reserves the right to terminate this Contract for any reason upon one hundred and eighty (180) days written notice to the Company. The Company's total liability to Chetan Shah in the event of termination of his employment under this subsection shall be limited to the payment of his salary, benefits, and a pro rata share of the bonus through the effective date of termination.

e. By the Company

The Company reserves the right to terminate this Contract for any reason upon one hundred and eighty (180) days written notice to Chetan Shah.

f. By Death

This Contract shall be terminated upon the death of Chetan Shah. The Company's total liability shall be limited to payment of salary, benefits and a pro rata share of his bonus calculated through the date of his death.

g. By Disability

If, in the sole reasonable opinion of the Company, based upon competent medical advice, Chetan Shah shall be prevented from properly performing the essential functions of his duties with or without accommodation hereunder by reason of any physical or mental incapacity, for a period of more than 90 days in the aggregate in any twelve-month-period, then to

the extent permitted by law, his employment with the Company shall terminate. The Company's total liability in the event of disability termination shall be limited to payment of his salary, benefits and a pro rata share of the bonus through the effective date of the termination upon disability.

h. Resignation of Positions

Upon termination of employment for any reason whatsoever, Chetan Shah shall be deemed to have resigned from all offices and directorships then held with the Company.

12. Prohibition of Assignment

This Contract is personal to Chetan Shah and he is not permitted to assign or delegate any of his rights or obligations hereunder. This Contract shall be binding on the Company and its successors through merger, reorganization, consolidation or the sale of substantially all of its stock or assets.

13. Arbitration

Any dispute between the Company and Chetan Shah, including, but not limited to, those involving the construction or application of any of the terms, provisions or conditions of this Contract or otherwise arising out of or relating to this Contract, shall be settled by binding arbitration in Mumbai in the English language, in accordance with the then current commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be rendered by any court having jurisdiction thereof. The Company and Chetan Shah shall share the costs of the arbitrator equally but shall each bear their own costs and legal fees associated with arbitration.

14. Modification

Any modification of this Contract will be effective only if it is in writing and signed by the parties to be bound thereby.

15. Entire Agreement

This Contract constitutes the entire agreement between the Company and Chetan Shah, pertaining to the subject matter hereof, and supersedes all prior or contemporaneous written or verbal agreements and understandings with Chetan Shah in connection with subject matter hereof.

16. Governing Law

This Contract and the rights and obligations hereunder shall be governed by the laws of India.

17. Severability

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

18. Waiver

The parties hereto shall not be deemed to have waived any of their respective rights under this Contract unless the waiver is in writing and signed by such waiving party. No delay in exercising any right shall be a waiver nor shall a waiver on one occasion operate as a waiver of such right on a future occasion.

19. Miscellaneous

Upon leaving the Company, Chetan Shah shall not take with him any confidential data, drawing or information (in the form of techniques, methods, processes, systems, formulas, compositions, designs, marketing and sales information, financial data, plans, trade secrets, statistics, records or otherwise) obtained by him as a result of his employment, or any reproduction thereof. All such Company property and all copies thereof shall be surrendered to the Company on termination or at any time on request.

20. Notices

All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or by mail or courier addressed as follows:

To the Company:

Sumitomo Chemical India Limited, 13 & 14, Aradhana Industrial Development Corporation, Near Virwani Industrial Estate, Goregaon (East), Mumbai – 400063, Maharashtra, India

To Chetan Shah:

Bhagwati Bhuvan, 31-B, Carmichael Road, 5th Floor, Mumbai - 400036, Maharashtra, India

Or at such other addresses as either of said parties may from time to time in writing appoint.

IN WITNESS WHEREOF, the parties have executed this Contract individually or by their duly authorised officers or agent.

Chetan Shah

Date

Sumitomo Chemical India Limited

(Sushil Marfatia)
Executive Director

Date

SCHEDULE A – Compensation

1. Annual Gross Salary: ₹ 50,000,000 as follows with effect from 1st September, 2022 and subject to the annual increment as may be approved by the Nomination and Remuneration Committee of Directors of the Company and the Board of the Company (up to a maximum limit of ₹ 60,000,000 with the annual increment).

Particulars	₹
Basic Salary	50,000,000
Total	50,000,000

Chetan Shah will not be eligible to any Superannuation Scheme benefits.

Chetan Shah's annual increment will be due on 1st April, 2023 and will be decided by the Board.

2. Annual Performance Bonus: not exceeding 40% of annual gross salary as may be determined by the Board pursuant to the recommendation of the Nomination and Remuneration Committee based on the results of the performance goals of the preceding fiscal year determined under the evaluation system which is in line with Sumitomo Chemical Global Performance Evaluation Standard and which will be calculated based on the following table:

Performance	Bonus (% of annual gross salary)
O – 1 (more than 120% of target)	40%
E – 2 (100-120% of target)	30%
G – 3 (80-100% of target)	20%
U – 4 (50-80% of target)	10%

3. Special performance bonus not exceeding 20% of annual gross salary as may be determined by the Board on the recommendation of the Nomination and Remuneration Committee. This special performance bonus would be in addition to the annual performance bonus referred to in para 2 hereinabove.

SCHEDULE B - Proprietary Rights and Confidentiality

Chetan Shah shall not, at any time during the term of his employment with the Company or thereafter for a period of 5 years from the date of leaving the Company, divulge, use other than for the Company's benefit or disclose to anyone directly or indirectly, intentionally or otherwise, any knowledge or documents or information in respect of any invention, process, formula or secret method which he may have invented, acquired or learnt, during or in the course of his employment in the Company or any information relating to the Company or its affiliates. Further, Chetan Shah would also keep information relating to his remuneration strictly confidential except for disclosure required under legal requirements.