

PANASONIC CARBON INDIA COMPANY LIMITED

CODE OF CONDUCT

FOR

**PREVENTION OF INSIDER TRADING
IN ITS SECURITIES**

CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING IN THE SECURITIES OF PANASONIC CARBON INDIA COMPANY LIMITED

1. PRELIMINARY

1.1 This Code shall be called the Code of Conduct for Prevention of Insider Trading in securities of Indo Matsushita Carbon Company Limited (PCIN).

1.2 It shall come into force with effect from 1st April, 2019

2. DEFINITIONS

For the purpose of this Code the following terms shall have the meanings assigned to them hereunder:

(a) “ *Act* ” means the Securities and Exchange Board of India Act, 1992. (15 of 1992);

“ *Director* ” shall mean Directors on the Board of Panasonic Carbon India Co. Limited

(b) The term “ *Officers* ” shall include a Director, Manager or Secretary of the Company or any person in accordance with whose directions or instruction the Board of Directors or any one or more of the Directors of the Company is or accustomed to act and shall also includes Auditors of the Company.

(d) “ *Designated Employee(s)* ” shall include

(i) Asst. General Manager

(ii) Assistant Manager

(iii) Such other employees who may be so designated from time to time by the Compliance Officer.

(e) “ *Code* ” or “ *this Code* ” shall mean this Code of Conduct for Prevention of Insider Trading in the securities of Indo Matsushita Carbon Company Limited (PCIN) as amended from time to time.

(f) “ *Company* ” or “ *the Company* ” means Panasonic Carbon India Company Limited (PCIN).

(g) “ *Compliance Officer* ” means the Compliance Officer appointed pursuant to Clause 4 of this code.

(h) “ *Dealing in PCIN Securities* ” means an act of subscribing, buying, selling or agreeing to subscribe, buy, sell, or deal in the securities of the Company by any person either as principal or agent.

- (i) “*Dependent Family Member*” means the Director’s/Officer’s/Designated Employee’s spouse, children below the age of 21 years, and such other persons, including dependent parents as may be declared pursuant to Clause 8.1 of this Code.
- (j) “*Insider Trading Regulations*” means the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 as amended from time to time.
- (k) “*PCIN Securities*” or “*Securities of the Company*” shall include Equity shares of the Company, or any other marketable security of the Company.
- (l) “*Price Sensitive Information*” means any information that relates directly or indirectly to the Company and which if published is likely to materially affect the price of the PCIN Securities and shall include the following:
 - i) periodical financial results of the Company;
 - ii) intended declaration of dividends (both interim and final);
 - iii) issue of securities or buy-back of securities;
 - iv) any major expansion plans or execution of new projects;
 - v) amalgamations, mergers or takeovers;
 - vi) disposal of the whole or substantial part of the undertaking;
 - vii) any significant changes in policies, plans or operations of the company;
 - viii) such other information as may be specified by the Compliance Officer for this purpose.
- (m) “*Unpublished information*” means information which is not published by the Company or its agents and is not specific in nature but would not include speculative reports in print or electronic media.

3. PURPOSE OF THE CODE :

This self-regulated Code is designed to maintain the highest ethical standards of dealing in securities of the Company by persons to whom it is applicable. The provisions of the Code are designed to prohibit Directors/Officers/Designated Employees and their Dependent Family Members from trading in the PCIN Securities when in possession of Unpublished Price Sensitive Information.

4. COMPLIANCE OFFICER

The Company has appointed Company Secretary as the Compliance Officer for the purpose of the Insider Trading Regulations and this Code. The Compliance officer shall report to the Managing Director.

The Compliance Officer shall be responsible for

- (i) setting forth policies, procedures, monitoring adherence to rules for the preservation of Price sensitive Information.
- (ii) pre-clearing Designated Employees and their Dependents' trades;
- (iii) monitoring of trades and the implementation of this Code under the overall supervision of the Board of Directors of the Company;

The Compliance Officer shall maintain a record of the Designated Employees and any changes made in the list of Designated Employees.

The Compliance Officer shall assist all the employees in addressing any clarifications regarding the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992, the Code and the Company's Code of Corporate Disclosure Practices for Prevention of Insider Trading.

5. PRESERVATION OF PRICE SENSITIVE INFORMATION

Directors/Officers/Designated Employees shall maintain the confidentiality of all Price Sensitive Information. They shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of PCIN Securities.

Unpublished Price Sensitive Information is to be handled on a "need to know" basis, i.e. Unpublished Price Sensitive Information should be disclosed only to those within the Company who need the information to discharge their duty and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information.

All non-public information directly received by any employee should immediately be reported to the Head of the Department.

If, in the performance of duties, it becomes necessary for the Directors/Officers/Designated Employee to disclose any price sensitive information to any person outside the Company, e.g., Advisors; Auditors, Consultants, Merchant Bankers, etc., he/she shall inform the Compliance Officer of the Price Sensitive Information proposed to be disclosed, and obtain the prior written consent of the Compliance Officer. The Directors/officers/Designated Employee shall ensure that the concerned Advisor, Auditor, Consultant, Merchant Banker, etc may execute an Agreement in the prescribed format (Form G hereto) with the Company.

Files containing confidential information shall be kept secure. Computer files must have adequate security of login and password etc.

6. PREVENTION OF MISUSE OF PRICE SENSITIVE INFORMATION.

6.1 All Directors/Officers/Designated Employees and their Dependent Family Members shall be subject to the trading restrictions as enumerated below:-

6.2 Trading Window

The Directors/Officers/Designated Employees and their Dependent Family Members shall trade in securities of the Company only during a specific trading period called “Trading Window” to be specified by the Company.

All the Directors/Officers/Designated Employees and their Dependent family Members shall not trade in the Company’s securities during the period mentioned below:

S.No.	Events	Restrictive Period
1.	Declaration of financial results (Quarterly, Half yearly and Annual)	The Trading Window will be closed 10 days before the date of Board Meeting and shall remain closed up to 48 hours after the publication of information.
2.	Declaration of dividends (Interim and Final)	-Do-
3.	Issue of Securities by way of public / right / bonus etc	-Do-
4.	Any major expansion plans or execution of new projects	-Do-
5.	Amalgamation, mergers, takeovers and buy-back	-Do-
6.	Disposal of whole or substantially whole of the undertaking	-Do-
7.	Any changes in policies, plans or operations of the company	-Do-
8.	Such other information as may be specified by the Compliance Officer for this purpose.	-Do-

.. 5 ..

The Directors/Officers/Designated Employees and their Dependent Family Members shall conduct all their dealings in the PCIN Securities during a valid Trading Window and shall not deal in any transaction involving the purchase or sale of the PCIN Securities during the periods when trading window is closed or during any other period as may be specified by the Company from time to time.

In case of ESOPs, exercise of options may be allowed in the period when the Trading Window is closed. However, sale of shares allotted on exercise of ESOPs shall not be allowed when the Trading Window is closed.

6.3. Pre-clearance of trades

All Directors/Officers/Designated Employees and their Dependent Family members who intend to deal in the PCIN Securities should pre-clear the transactions, by making an application in the prescribed form (Form-E) and containing the prescribed undertaking to the Compliance Officer where the **aggregate of the PCIN Securities to be acquired during a calendar month exceed 10,000 in number or where the market value of the PCIN Securities to be acquired in a calendar month exceeds Rs.5 Lakhs, whichever is lower.**

The Compliance Officer shall either clear the requested deal or decline to clear the requested deal within seven (7) Working Days of the receipt of the application in the prescribed Form. In case the Compliance Officer declines to clear the requested deal, he shall assign reasons in writing for doing so. If the applicant does not receive any response from the Compliance Officer within the aforesaid period of seven (7) Working Days, the requested deal can be deemed to have been cleared by the Compliance Officer.

In case the Compliance Officer or any of his Dependent Family Members wish to deal in the PCIN Securities, he has to make the application in the prescribed form (**Form-F**) to the Managing Director of the Company who would consider the requested deal within *seven (7) Working days* as aforesaid. The remaining provisions of this section, as applicable to Designated Employees, would also apply to the Compliance Officer.

The term “Working Days” shall mean all days excluding Sundays, National Holidays and other declared holidays.

7. OTHER RESTRICTIONS :

The Directors/Officers/Designated Employees and their Dependent Family members shall execute their order in respect of the PCIN Securities **within one week** after the approval of pre-clearance is given. If the order is not executed within one week after the approval is given, he/she must pre clear the transaction again.

The Directors/Officers/Designated Employees and their Dependent Family **shall hold the PCIN Securities for a minimum period of 30 days** in order that it be considered as being held for investment purposes. The holding period shall also apply to subscription in the primary market (IPOs). In the case of IPOs, the holding period would commence when the securities are actually allotted.

In case the sale of the PCIN Securities is necessitated by personal emergency, the holding period may be waived by the Compliance Officer after recording in writing his/her reasons in this regard upon an application made in prescribed form (**Form-D**).

8. REPORTING REQUIREMENTS FOR TRANSACTIONS IN SECURITIES OF THE COMPANY

8.1 All Directors/Officers/Designated Employees of the company shall be required to forward the following details of the shareholding and transactions, including the statement of dependent family members to the Compliance Officer:

- a) all shareholding in the company within 15 days from the date of this Code and in the case of new appointees, within 15 days from the date of joining the company in the prescribed form.(**Form A, B & C**)
- b) monthly statement of transactions in the shares in the prescribed form (**Form-H**) within 10 days from the end of each calendar month.
- c) annual statement of shareholding in the company in the prescribed form (**Form-I**) within 10 days from the end of the financial year.

8.2 Any person who is a Director or Officer of the company, shall disclose to the Company, in the prescribed form (**Form A, B & C**) the number of shares or voting rights held by such person, **within 4 (four) working days** of becoming a Director or Officer of the Company.

8.3 Any person who is a Director or Officer or Designated Employee of the Company, shall disclose to the Company, in the prescribed form (**Form-J**) (**Form-K** for dependents) the total number of shares or voting rights held and change in shareholding or voting rights, if there has been a **change in such holdings from the last disclosure made and the change exceeds Rs.5 Lakh in value or 25000 shares or 2% of total shareholding or voting rights, whichever is lower.**

The abovementioned disclosures shall be made within 4 days of

- (a) the receipt of intimation of allotment of shares, or
- (b) the acquisition or sale of shares or voting rights, as the case may be.

8.4 The Compliance Officer shall within 5 days of receipt of the information under 8.2 and 8.3 shall disclose the same to all the stock exchanges on which the company is listed

8.5 The Compliance Officer shall place before the Managing Director on a monthly basis details of the dealings in the AHSL Securities by the Directors/Officers/Designated Employees and their dependent family members along with the accompanying documents that such persons had executed under the pre-dealing procedure as envisaged under this Code.

8.6 The Compliance Officer shall maintain records of all the declarations in appropriate forms given by the Directors/Officers/Designated Employees for a minimum period of 3 years.

9. PENALTY FOR CONTRAVENTION OF THE CODE:

Any Directors/Officers/Designated Employees who trades in securities or communicates any information for trading in securities, in contravention of this Code may be penalised and appropriate action may be taken by the company.

Any Directors/Officers/Designated Employees who violate the Code of Conduct shall also be subject to disciplinary action by the Company, which would be determined by the Managing Director, based on the recommendations of a committee set up for this purpose. The penalty may include wage freeze, suspension, ineligible for future participation in employee stock option plans, etc.

The action taken by the Company shall not preclude SEBI from taking any action in case of violation of the Insider Trading Regulations.

10. In case it is observed by the Compliance Officer that there has been a violation of the Insider Trading Regulations, SEBI shall be informed by the Company.

THIS POLICY IS ONLY INTERNAL CODE OF CONDUCT AND ONE OF THE MEASURES TO AVOID INSIDER TRADING. IT WILL BE THE RESPONSIBILITY OF EACH PERSON TO ENSURE COMPLIANCE OF SEBI GUIDELINES AND OTHER RELATED STATUTES FULLY.

**CODE OF CORPORATE DISCLOSURE PRACTICES
FOR PREVENTION OF INSIDER TRADING**

1.0 Corporate Disclosure Policy

1.1 To ensure timely and adequate disclosure of price sensitive information, the following norms shall be followed.

2.0 Prompt disclosure of price sensitive information

2.1.Price sensitive information shall be given by the Company to Stock Exchanges and disseminated on a continuous and immediate basis.

2.2.The Company may also consider ways of supplementing information released to Stock Exchange by improving investor access to their public announcements.

3.0 Overseeing and co-ordinating disclosures

3.1.The company shall designate a senior official (such as Compliance Officer) to oversee corporate disclosure.

3.2.This official shall be responsible for ensuring that the Company complies with Continuous disclosure requirements, overseeing and coordinating disclosure of price sensitive information to Stock Exchange, analysts, shareholders and media, and educating staff on disclosure policies and procedure.

3.3.Information disclosure/dissemination may normally be approved in advance by the official designated for the purpose.

3.4.If Information is accidentally disclosed without prior approval, the person responsible may inform the designated officer immediately, even if the information is not considered price sensitive.

4.0 Responding to market rumours

4.1.The Company shall have clearly laid down procedures for responding to any queries or requests for verification of market rumours by Stock Exchanges.

4.2. The official designated for corporate disclosure shall be responsible for deciding whether a public announcement is necessary for verifying or denying rumours and then making the disclosure.

5.0 Timely Reporting of shareholdings/ownership and changes in ownership

Disclosure of shareholdings/ownership by major shareholders and disclosure of changes in ownership as provided under any regulations made under the Act and the listing agreement shall be made in a timely and adequate manner.

6.0 Disclosure/dissemination of Price Sensitive Information with special reference to Analysts, Institutional Investors

The Company should follow the guidelines given hereunder while dealing with analysts and Institutional investors :-

i) Only Public Information to be provided

The Company shall provide only public information to the analyst/research persons/large investors like Institutional Investors. Alternatively, the information given to the analyst should be simultaneously made public at the earliest.

ii) Recording of discussion

In order to avoid misquoting or misrepresentation, it is desirable that at least two Company Representatives be present at meetings with Analysts, Brokers or Institutional Investors and discussion should preferably be recorded.

iii) Handling of unanticipated questions

The company should be careful when dealing with Analysts questions that raise issue outside the intended scope of discussion. Unanticipated questions may be taken on notice and a considered response given later. If the answer includes price sensitive information, a public announcement should be made before responding.

iv) Simultaneous release of Information

When a Company organizes meetings with analysts, the Company shall make a press release or post relevant information on its website after every such meet. The Company may also consider live web casting of analyst meets.

7. Medium of disclosure / dissemination

- (a) Disclosure/dissemination of information may be done through various media so as to achieve maximum reach and quick dissemination.
- (b) The Company shall ensure that disclosure to stock exchanges is made promptly.

- (c) The Company may also facilitate disclosure through the use of their dedicated internet website.
- (d) The Company websites may provide a means of giving investors a direct access to analyst briefing material, significant background information and questions and answers.
- (e) The information filed by the Company with exchanges under continuous disclosure requirement may be made available on the Company website.

8. Submission of Disclosures and prescribed Forms :

All submissions, forms etc., envisaged in this code should be addressed to the Compliance Officer and forwarded to the Secretarial Department of the Company at its corporate office, for administrative purpose and taking appropriate action. The Secretarial Department shall acknowledge the receipt of declaration form

SI No.	Event	Form
1	Initial Disclosure of Directors/Officers/Designated Employee(s) share holding in the company	Form – A
2	Initial Disclosure of Directors/Officers/Designated Employees for dependent family members share holding in the company.	Form – B
3	Declaration of Directors/Officers/Designated Employees' in respect of their relationship with dependent family member	Form – C
4	Application for sale of shares within 30 days of purchase	Form – D
5	Application&Undertaking for Pre-clearance of Trading	Form - E
6	Application&Undertaking for Pre-clearance of Trading by Compliance officer/dependent family members	Form - F
7	Agreement for confidentiality and Non-dealing in Company securities (by Consultants etc)	Form - G
8	Monthly Disclosure by Director/Officers/Designated Employee(s) (for themselves & for dependents)	Form – H
9	Annual Disclosure by Director/Officers/Designated Employee(s) (for themselves & for dependents)	Form - I
10	Continual Disclosure by Directors/Officers/Designated Employees	Form- J
11	Continual Disclosure by Directors/Officers/Designated Employees for dependents.	Form- K

FORM – A

(Initial Disclosure from Directors/Officers/Designated Employee(s) under Code for Prevention of Insider Trading)

From
Shri/Smt. :
Address :
.....
.....
*Designation :
*Employee Code :
*(applicable to employees only)
Date :

The Compliance Officer,
Panasonic Carbon India Company Limited
CHENNAI – 600 034.

Dear Sir,

Sub :- Initial Disclosure of Share holding in the Company

In terms of the requirement of the Indo Matsushita Carbon Company Limited Code for prevention of Insider Trading, the details of my share holding (as on 2003) in the company, is specified here under :

Folio No (In Case of Physical Holding)	D P I.D & Client I.D. (In Case of Demat Holding)	Number of Shares held		
		In Physical Mode (A)	In Demat Mode (B)	Total Shares Held (A)+(B)

Thanking you,

(SIGNATURE)

Note :- In the event you do not hold any shares of the company, please mention NIL against the number of shares held.

FORM – B

(Initial Disclosure from Directors/Officers/Designated Employee(s) under Code for prevention of Insider Trading in respect of shares held by dependent family member/s)

From
Shri/Smt. :
Address :
.....
*Designation :
*Employee Code :
*(applicable to employees only)

Date :

The Compliance Officer,
Panasonic Carbon India Company Limited
CHENNAI – 600 034.

Dear Sir,

**Sub :- Details of Dependent family members
Share holding in the Company.**

.....

In terms of the requirement of the Indo Matsushita Carbon Company Limited Code for prevention of Insider Trading, the details of share holding (as on 2003) in the company by my dependent family members, is specified hereunder :

Name of Share holder Who is Dependent Of the declarant	Relation-Ship	Folio No. (In case of Physical Holding)	DP I.D.& Client I.D (In case of Demat Holding)	Number of Shares Held		
				In Physical Mode	In Demat Mode	Total shares

Thanking you,

(SIGNATURE)

Note :- In the event you do not hold any shares of the company, please mention NIL . against the number of shares held

FORM –C

(Declaration from Directors/Officer/Designated Employee(s) under Code for prevention of Insider Trading in respect of their dependent family members)

From
Shri/Smt. :
Address :
.....
.....
*Designation :
*Employee Code :
*(applicable to employees only)

Date :

The Compliance Officer,
Panasonic Carbon India Company Limited
CHENNAI – 600 034.

Dear Sir,

Sub :- Declaration of Dependent family member(s)

.....

In terms of the requirement of the Indo Matsushita Carbon Company Limited Code of Conduct for prevention of Insider Trading, the details of my dependent family members are specified hereunder :

Sl.No	Name of my Dependent Family Member	Relationship

Thanking you,

(SIGNATURE)

FORM – D

(Declaration from Directors/Officers/Designated Employee(s) and dependent family members under Code for prevention of Insider Trading for permission to sell shares within 30 days of purchase)

From
Shri/Smt. :
Address :
.....
.....
*Designation :
*Employee Code :
*(applicable to employees only)

Date :

The Compliance Officer,
Panasonic Carbon India Company Limited.
CHENNAI – 600 034.

Dear Sir,

Sub :- Permission for sale of shares within 30 days of purchase

.....

Whereas in terms of the requirement of Indo Matsushita Carbon Company Limited Code of Conduct for prevention of Insider Trading in securities, the shares are required to be held for a period of at least 30 days of purchase, however, on account of the exigent circumstances mentioned hereunder, I desire to dispose the shares forthwith :

.....
.....

I request you to grant me waiver of the minimum holding period of 30 days with respect to equity shares of the Company held by me/.....
(name of the dependent family member) acquired by me / us on(date).

Thanking you,

(SIGNATURE)

FORM – E

(Application and Undertaking for pre-clearance of trade by Directors/Officers/Designated Employees and their dependent family members under Code of Conduct for prevention of Insider Trading applicable to dealing in 10,000 in number or where the market value of the Indo Matsushita Carbon Company Limited Securities to be acquired in a calendar month exceeds Rs.5 Lakhs, whichever is lower)

From
Shri/Smt. :
Address :
.....
*Designation :
*Employee Code :
*(applicable to employees only)
Date :

The Compliance Officer,
Panasonic Carbon India Company Limited
CHENNAI – 600 034.

Dear Sir,

Sub :- Pre-Clearance of Trades

.....
*I/My dependent family members Shri/Smt. intend to deal in equity shares of the company for which purpose *I / on behalf of my dependent family members request pre-clearance of the trade.

The particulars of intended trade are as under :

Sr. No.	Details of the proposed Trade	Information provided by Declarant
01	Number of shares proposed to be traded	
02	Demat Account details	DP I.D. Client I.D.
03	Nature of Trade	*Buy / Sale
04	The Depository for this Trade	*NSDL / CSDL
05	The trade is proposed to be carried out by	Myself / My dependent family member
06	My/ My dependent family members current holding	

My undertaking for the purpose of pre-clearance is furnished herein below. This is to request you to pre-clear the proposed trade.

I/My dependent family member is aware that I/we have to execute the order in respect of securities of the company within one week after the approval of pre-clearance is given.

If the order is not executed within one week after the approval is given, I/We would have to pre-clear the transaction again.

Thanking You,

(SIGNATURE)

*(Delete whatever is not applicable)

UNDERTAKING

* I on my own behalf / On behalf of my dependent family member (we) do hereby solemnly state as under :

- (a) That I / We do not have any access nor have we receive “Price Sensitive Information” up to the time of signing this undertaking.
- (b) That in case I / We get access to or receives “Price Sensitive Information” after the signing of this undertaking but before the execution of the transaction I / We shall inform the Compliance officer of the change in my / our position and that I / We would completely refrain from dealing in the securities of the company till the time such information becomes public.
- (c) That I / We have not contravened the code of conduct for prevention of insider trading as notified by the company from time to time.
- (d) That I / we have made a full and true disclosure in the matter.

Given under my hand thisday of 200

(SIGNATURE)

*(Delete whatever is not applicable)

Note : This form to be filed for self and dependent family member, separately.

FORM – F

(Application and Undertaking for pre-clearance of trade by Compliance Officer and his/ her dependent family members under Code of Conduct for prevention of Insider Trading applicable to dealing in 10,000 in number or where the market value of the Panasonic Carbon India Company Limited Securities to be acquired in a calendar month exceeds Rs.5 Lakhs, whichever is lower)

From
Shri/Smt. :
Address :
.....
*Designation :
*Employee Code :
*(applicable to employees only)
Date :

The Managing Director,
Panasonic Carbon India Company Limited
CHENNAI – 600 034.

Dear Sir,

Sub :- Pre-Clearance of Trades

.....
*I/My dependent family members Shri/Smt..... intend to deal in equity shares of the company for which purpose *I / on behalf of my dependent family members request pre-clearance of the trade.

The particulars of intended trade are as under :

Sr. No.	Details of the proposed Trade	Information provided by Declarant
01	Number of shares proposed to be traded	
02	Demat A/c details	DP I.D. Client I.D.
03	Nature of Trade	*Buy / Sale
04	The Depository for this Trade	*NSDL / CSDL
05	The trade is proposed to be carried out by	Myself/Mydependent family member
06	My / My dependent family members current holding	

My undertaking for the purpose of pre-clearance is furnished herein below. This is to request you to pre-clear the proposed trade.

I / My dependent family member is aware that I / we have to execute the order in respect of securities of the company within one week after the approval of pre-clearance is given.

If the order is not executed within one week after the approval is given, I / We would have to pre-clear the transaction again.

Thanking You,

(SIGNATURE)

*(Delete whatever is not applicable)

UNDERTAKING

* I on my own behalf / On behalf of my dependent family member (we) do hereby solemnly state as under :

- (e) That I / We do not have any access nor have we receive “Price Sensitive Information” up to the time of signing this undertaking.
- (f) That in case I / We get access to or receives “Price Sensitive Information” after the signing of this undertaking but before the execution of the transaction I / We shall inform the Compliance officer of the change in my / our position and that I/We would completely refrain from dealing in the securities of the company till the time such information becomes public.
- (g) That I / We have not contravened the code of conduct for prevention of insider trading as notified by the company from time to time.
- (h) That I / we have made a full and true disclosure in the matter.

Given under my hand thisday of 200

(SIGNATURE)

*(Delete whatever is not applicable)

Note : This form to be filed for self and dependent family member, separately.

FORM - G

Agreement for Confidentiality and Non-dealing in Panasonic Carbon India Co. Limited

(On Panasonic Carbon India Company Limited's Letter Head)

Date

To

(Name of the Consultant)

Address

Dear Sir,

We have agreed to appoint you as our advisor / consultant / auditor / merchant banker / share transfer agent in respect of our business and in this connection would provide you from time to time various information related to Panasonic Carbon India Company Limited (PCIN) and / or its group and associate company/ies (hereinafter collectively referred to as "Indo Matsushita Carbon Company Limited ") which is not available to the general public or is proprietary in nature (such oral or written information and all copies of , extracts from, analysis and other materials based on, containing or otherwise reflecting such information shall herein be referred to as a the "Information"). As a condition to you being furnished with any information and as consideration for such, you (the "Recipient") agree as follows:

1. (a) Non-disclosure: Recipient recognizes and acknowledges the competitive value of the information and the damage that could result from the disclosure thereof to third parties. Accordingly, Recipient agrees to keep the information strictly confidential and Recipient will not, without the prior written consent to PCIN disclose the Information to any third party in any manner whatsoever, in whole or in part, except that Recipient may disclose the Information to those of recipient's directors, officers, employees, agents or other representatives (collectively, Representatives") who (i) need to know the Information for the purpose for which the Recipient has been appointed(ii) have been informed of the confidential nature of the Information and (iii) have agreed in writing to keep the Information confidential and be bound by the terms of this Agreement as if they were parties hereto. Recipient agrees to be responsible for and to indemnify PCIN and its representatives against any breach by any of Recipient's Representatives of the matters referred to herein.

- (b) Restrictions on Use : The Information will not, without the prior written consent of PCIN be used by Recipient or its Representatives, directly or indirectly, for any purpose other than the purpose for which the Recipient has been appointed and such use shall absolutely cease at the request of PCIN. In addition, Recipient hereby acknowledges that Recipients is aware (and, if applicable, that Recipient's Representatives have been advised) that Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 prohibit any person, who has material non-public information about a company or from communicating such information to a third party under circumstances in which it is reasonably foreseeable that such third party is likely to purchase or sell such securities.
- (c) Return of Information : Upon the request of PCIN, Recipient shall, and shall cause its Representatives to, promptly return all Information to PCIN without retaining any copies, summaries, or extracts thereof. In the event of such request, all documents, analysis, compilations, studies or other materials prepared by Recipient or its Representatives that contain or reflect Information shall be destroyed and no copy thereof shall be retained (Such destruction to be confirmed in writing by a duly authorized officer of Recipient). Notwithstanding the return or destruction of the Information, Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder. With respect to those portions of the Information that consist of analysis, compilations, studies or other materials prepared by Recipient or its Representatives, PCIN may, in its sole discretion, permit the retention of such Information for evidentiary purposes. Not with standing such retention, Recipient and its Representatives shall continue to be bound by their obligations of Confidentiality and other obligations hereunder.

For purpose of this Agreement, the term "Information" shall not include such portions of the Information that (i) are or become generally available to the public other than as a result of disclosure by Recipient or its Representatives (ii) become available to Recipient on a non-confidential basis from a source not subject to a confidentiality obligation to PCIN whether by contractual legal or fiduciary obligation or otherwise or (iii) were, as evidenced by written records or other documentation satisfactory to PCIN in Recipient's possession on a non confidential basis prior to PCIN disclosure to Recipient.

2. Without Panasonic Carbon India Co Ltd (Indo Matsushita Carbon Company Limited's) prior written consent, Recipient shall and Recipient shall cause each of its Representatives no to, directly or indirectly, alone or in concert with others deal in Securities of PCIN Limited or encourage any third party to deal in Securities of PCIN., The term "Securities of PCIN Shall mean and include the equity shares of PCIN and such other securities issued by PCIN and listed on any recognized Stock Exchange. The term "deal" used herein shall mean to subscribe, buy sell or agreeing to subscribe, buy, sell or deal, directly or indirectly, in Securities of PCIN by any person either as principal or agent.

3. In the event that Recipient or its Representatives are requested or become legally compelled (by oral questions, interrogatories, request for information of documents, subpoena, investigative demand or similar process) to disclose any of the Information, Recipient and its Representatives will promptly provide PCIN with written notice so that PCIN may seek a protective order or other appropriate Remedy and / or waive compliance with the provisions of this Agreement .If, in the absence of a protective order or other remedy or waiver, Recipient or its Representatives are, in the opinion of PCIN's counsel, legally compelled to disclose such Information to any tribunal or else, in the opinion of PCIN'S Counsel, Stand Liable For Contempt Or Suffer Other Censure Or Penalty, recipient or its Representatives will furnish only that portion of the information which is legally required to be furnished and each will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such information.

4. The Recipient hereby agrees that money damages could be only a part remedy for any breach or threatened breach of this Agreement by the Recipient or its Representatives. In addition to the money damages, PCIN shall be entitled. Without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach, in addition to all remedies available to PCIN., at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Recipient has breached this Agreement, then the Recipient shall be liable and pay to the non-breaching party the legal fees and expenses incurred by PCIN in connection with such litigation, including any appeals there from.

5. The Recipient further agrees to indemnify, defend, and hold harmless PCIN and its affiliates and all directors, officers, employees, agents, advisors or other representatives thereof (each an "Indemnified Person") from and against any losses, claims, damages or liabilities arising out of a breach or alleged breach of this Agreement and to reimburse each indemnified Person for all costs and expenses (including counsel fees) incurred in connection therewith. Such indemnity agreement shall be in addition to any other liabilities that may be available to any Indemnified Person.

If you agree to the terms and conditions of this Agreement, please indicate your acceptance by signing and returning to the undersigned the duplicate copy of this Agreement.

Yours faithfully,
For PANASONIC CARBON INDIA COMPANY LIMITED

By: _____

Name:

Designation:

Agreed to as of the

Dated first written above:

For _____ (name of the consultant/advisor)

By: _____

Name:

Designation:

FORM – H

(Monthly Disclosure from Directors/Officers/Designated Employees under Code for prevention of Insider Trading)

From
Shri/Smt. :
Address :
.....
*Designation :
*Employee Code :
*(applicable to employees only)

Date :

The Compliance Officer,
Panasonic Carbon India Co. Limited
Chennai.

Dear Sir,

Sub :- Monthly Statement of Share holding in the Company

.....

In terms of the requirement of the Code for prevention of Insider Trading, for Monthly disclosure the following details of my and my dependent family members share holding is furnished herewith :

Name	No. of shares held at the beginning of (Month)**	No. of shares bought during the month	No. of shares sold during the month	No. of shares held at the end of (month)**	Folio No./ Client ID / D.P. I.D.
Dependents					

I/We Declare that I/We have complied with the requirement of the minimum holding period of 30 days with respect to the shares sold.

Thanking you,

(SIGNATURE)

*(Delete whatever is not applicable)

** Mention the month in respect of which the disclosure is made.

Note : This disclosure is required to be given before 10th of every succeeding month.

FORM – I

(Annual Disclosure from Directors / Officers / Designated Employee(s) under Code of Conduct for Prevention of Insider Trading)

From

Shri/Smt. :

Address :

.....

*Designation :

*Employee Code :

*(applicable to employees only)

Date :

The Compliance Officer,
Panasonic Carbon India Company Limited
Chennai.

Dear Sir,

Sub :- Annual Statement of Share holding in the Company

.....

In terms of the requirement of the Code for prevention of Insider Trading, for periodic disclosure the following details of my and my dependent family members share holding is furnished herewith

Name	No. of shares held as on 1 st April 200..	No. of shares bought during the year ended	No. of shares sold during the year ended	No of shares held as on 31 st of March 200...	Folio No./ Client ID / D.P. I.D.
Dependents					

I / We Declare that I / We have complied with the requirement of the minimum holding period of 30 days with respect to the shares sold.

Thanking you,

(SIGNATURE)

*(Delete whatever is not applicable)

Note :- This disclosure is required to be given before 10th April of each year.

FORM – J

(Continual Disclosure from Directors / Officers / Designated Employee(s) under Code for prevention of Insider Trading)

From

Shri/Smt. :

Address :

.....

*Designation :

*Employee Code :

*(applicable to employees only)

Date :

The Compliance Officer,
Panasonic Carbon India Co. Limited
Chennai.

Dear Sir,

Sub :- Continual Disclosure of Share holding by Directors/Officers/Designated Employees

In terms of the requirement of the Code for prevention of Insider Trading, for continual disclosures the following details of the share holding and changes is furnished herewith :

Name of the share holder	No. of shares held as of date	Date of last Declaration	No. of shares held at the time of last declaration	Change in share holding from last declaration to this date

I/We Declare that I/We have complied with the requirement of the minimum holding period of 30 days with respect to the shares sold.

Thanking you,

(SIGNATURE)

*(Delete whatever is not applicable)

Note : 1. This disclosure is required to be given if there has been a change in holdings from the last disclosure made and such changes exceeds: 25000 shares or Rs.5 Lakhs in Value or 2% of the total shareholding/ rights whichever is lower.

2. This disclosures shall be made within 4 working days of
- The receipt of intimation of allotment of share; or
 - The acquisition of shares or voting rights, as the case may be

FORM – K

(Disclosure from Directors / Officers / Designated Employee(s) under Code for prevention of Insider Trading)

From

Shri/Smt. :

Address :

.....

*Designation :

*Employee Code :

*(applicable to employees only)

Date :

The Compliance Officer,
Panasonic Carbon India Co. Limited
Chennai.

Dear Sir,

Sub :- Continual Disclosure of Share holding of my dependent family members in the Company

.....

In terms of the requirement of Code for prevention of Insider Trading, for continual disclosures the following details of my dependent family members share holding and changes is furnished herewith :

Name of the share holder who is dependent of the declarant	No. of shares held as of date	Date of last Declaration	No. of shares held at the time of last declaration	Change in share holding from last declaration to this date

I/We Declare that I/We have complied with the requirement of the minimum holding period of 30 days with respect to the shares sold.

Thanking you,

(SIGNATURE)

*(Delete whatever is not applicable)

Note : 1. This disclosure is required to be given if there has been a change in holdings from The last disclosure made and such changes exceeds: 25000 shares or Rs.5 Lakhs in Value or 2% of the total shareholding/ rights whichever is lower.

2. This disclosures shall be made within 4 working days of
- The receipt of intimation of allotment of share; or
 - The acquisition of shares or voting rights, as the case may be