

A.V. THOMAS AND COMPANY LIMITED

Terms and conditions of appointment of Independent Directors

Appointment

1. Your appointment will be for an initial term for 5 (Five) consecutive years unless terminated earlier or extended, as per the provisions of this letter or applicable laws.
2. As an Independent Director you will not be liable to retire by rotation.
3. Re-appointment at the end of the Term shall be based on the recommendation of the Nomination & Remuneration Committee and subject to the approval of the Board and the shareholders. Your re-appointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.
4. As an Independent Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board generally meets four times in a year. Besides, there are other Committee meetings like Audit Committee, Nomination and Remuneration Committee, Corporate Social Responsibility Committee, Share Transfer Committee, which are ordinarily convened as per requirements. You will be expected to attend Board and Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Chennai except the Annual General Meeting which will be held in Alappuzha, Kerala.
5. By accepting this appointment, you confirm that you are able to allocate sufficient time as is prudent and necessary to meet the expectations from your role to the satisfaction of the Board.

Role, Duties and Responsibilities

Your role, duties and responsibilities will be those normally required of an Independent Director which includes:

- a) Requirements under the Companies Act, 2013
- b) You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
- c) Accountability under the Director's Responsibility Statement.

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- d) You shall abide by the 'Code For Independent Directors' as outlined in Schedule IV to section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166).
- e) You 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 interest of the Company.
- f) You shall discharge your duties with due and reasonable care, skill and diligence.
- g) You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- h) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- i) You shall not assign your office as Director and any assignments so made shall be void.
- j) You will also be responsible for providing guidance in the area of your expertise.

In addition to the above requirements the Board of Directors also expect you to perform the following functions:

- I. You should constructively challenge and help develop proposal on strategy for growth of the Company.
- II. You should evaluate the performance of management in meeting agreed goals and objectives.
- III. You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
- IV. You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.
- V. You will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- VI. You should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

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Remuneration & Reimbursement of Expenses

1. As an Independent Director you shall be paid sitting fees as determined by the Board from time to time for attending the meetings of the Board and the Committees of which you are a member.
2. In addition to the sitting fees described above, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties as an Independent Director.

Insurance

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time.

Disclosures, other directorships and business interests

During the Term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent

Director of the Company, you shall promptly disclose the same to the Chairman.

During the appointment you are required to comply with regulations as contained in Schedule IV under Companies Act, 2013 (Code for Independent Directors).

During your Term, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect your status as an Independent Director.

Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

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Publication of the letter of appointment

In line with provision of sub-clause 6 of clause IV in Schedule IV, under Companies Act, 2013, the Company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the Company's website.

Termination

Your Directorship on the Board of the Company shall terminate or cease in accordance with the law.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the 2013 Act, you agree to promptly submit your resignation to the Company with effect from the date of such change.

Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.