

TVS SUPPLY CHAIN SOLUTIONS LIMITED

**(formerly known as TVS LOGISTICS SERVICES LIMITED)
CIN: U63011TN2004PLC054655**

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTOR(S)

1. Appointment

1.1 The appointment/re-appointment of Independent Director(s) of TVS Supply Chain Solutions Limited (“**the Company**”) will be for a term not exceeding 5 years from the date of appointment/re-appointment, unless terminated before as per the terms and conditions of appointment/re-appointment (“**Term**”). Independent Director(s) will not be subject to retire by rotation. The tenure will also be subject to meeting the criteria of independence throughout. The appointment/re-appointment shall be governed by the provisions of the Companies Act, 2013, as amended from time to time (“**Act**”). The appointment/re-appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Act.

1.2 The term ‘Independent Director’ should be construed as defined under the Act.

1.3. Independent Director(s) will ensure that they do not get disqualified to act as Director pursuant to the provisions of Section 164 of the Act.

1.4 The Company has adopted the provisions with respect to the appointment/re-appointment and tenure of Independent Director(s) which are consistent with the Act. The disengagement earlier than the Term will be in accordance with the provisions of the Act or on mutually agreed terms.

1.5 The provisions contained in the Act, will apply as regards performance evaluation of Independent Director(s) is concerned. The performance of Independent Director(s) shall be evaluated by the entire Board of Directors, excluding the Director being evaluated. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of their appointment as Independent Director(s).

2. Committees

The Board of Directors (the Board) may, if it deems fit, invite the Independent Director(s) for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Appointment on such Committee(s) will be subject to the applicable regulations.

3. Time commitment

To allocate sufficient time to meet the expectations from their role to the satisfaction of the Board.

4. Role, duties & responsibilities

As Independent Director(s) of the Company:

- a. they will not hold office as director or any other office in a competing company/ firm/ entity.
- b. they are expected to stay updated on how best to discharge their roles, responsibilities, and duties as Independent Director(s) of the Company under applicable laws, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices; and .
- c. are expected to:
 - (i) take decisions objectively and solely in the interests of the Company;
 - (ii) facilitate Company’s adherence to high standards of ethics and corporate behavior;
 - (iii) guide the Board in monitoring the effectiveness of the Company’s governance practices and to recommend changes, required if any;
 - (iv) guide the Board in monitoring and managing potential conflicts of interest of management, Board members and stakeholders, including misuse of corporate assets and abuse in related party transactions;
 - (v) guide the Board in ensuring the integrity of the Company’s accounting and financial reporting systems, including the independent audit, and that appropriate systems of control

are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.

(vi) 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.

Independent Director(s) are also required to abide by the provisions of 'code for Independent Directors' as provided in Schedule IV of the Act.

Independent Director(s) will be responsible only in respect of such acts of omission or commission by a Company which had occurred with their knowledge, attributable through Board processes, and with their consent or connivance or where they had not acted diligently.

5. Remuneration

Independent Director(s) will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and approved by the shareholders, from time to time. Further, the Independent Director(s) will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time and in accordance with the provisions of the Act. In addition, the Company will, for the period of their appointment/re-appointment, reimburse for travel, hotel and other incidental expenses incurred by them in the performance of their role and duties.

6. Insurance

It is intended to maintain an appropriate Directors' and Officers' Liability Insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time.

7. Conflict of Interest

It is accepted and acknowledged that the Independent Director(s) may have business interests other than those of the Company. As a condition to their appointment/re-appointment commencing, they are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of their appointment/re-appointment.

In the event that circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that they are independent, this should be disclosed to both the Chairman and the Company Secretary of the Company.

8. Confidentiality

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

9. Independent Professional Advice

There may be occasions when Independent Director(s) considers that they need professional advice in furtherance of their duties as Director and it will be appropriate for them to consult independent advisors at the Company's expense, with prior information to the Company. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

10. Disclosure of Interest

Independent Director(s) shall be required to submit certain information periodically in the prescribed forms. Company Secretary of the Company shall be the coordinating officer for this purpose. They are required to disclose to the Company their interests and any matters (excluding those matters which may be subject to legal professional privilege) which may affect their independence. Further, in terms of Sections 170 and 184 of the Act, Independent Director(s) are required to give a declaration for every financial year that they meet the criteria of Independence under the Act.

11. Termination

- a. Independent Director(s) may resign from the position at any time and should they wish to do so, they are requested to serve a reasonable written notice to the Board.
- b. Continuation of appointment/re-appointment of Independent Director(s) is contingent on their getting re-elected by the shareholders in accordance with provisions of Act and the Articles of Association of the Company, from time to time in force. They will not be entitled to compensation if the shareholders do not re-elect them at any time.
- c. Their appointment/re-appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.
- d. If at any stage during their term, there is a change affecting their status as Independent Director(s) as envisaged in Section 149(6) of the Act or, the Independent Director fails to meet the criteria for "independence", they agree to promptly submit their resignation as Independent Director(s) to the Company with effect from the date of such change.

12. Co-operation

In the event of any claim or litigation against the Company based upon any allegations conduct, act or omission on the part of Independent Director(s) during the Term, they agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.