



Super Spinning Mills Limited

Regd. & Central Office : "Elgi Towers" P.B. 7113, Green Fields, 737- D, Puliakulam Road, Coimbatore - 641 045.
CIN : L17111TZ1962PLC001200

12th August 2024

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

To

Mrs. Manoharan Malavika Thothala
1993, Krishna Colony
Near JKP Medical Centre, Trichy Road
Coimbatore – 641 005

Dear Madam,

Sub: Appointment Letter

We are pleased to inform you that the shareholders at their 62nd Annual General Meeting held on Saturday, the 10th August, 2024 have approved your appointment as an "Independent Director" (ID) of the Company, as envisaged under section 149 read with Schedule IV and other applicable provisions of the Companies Act, 2013.

The terms and conditions of your appointment are as follows:

1. The term of appointment:

Your appointment as an Independent Director is for a period commencing from 01.06.2024 to 31.05.2029 during which period you will not be subject to retirement by rotation. Your tenure will also be subject to your continuing to meet the criteria of independence.

2. The expectation of the Board from the Independent Director

a. *Time Commitment:-* The Company anticipates a commitment of sufficient time and attention as necessary in order to perform your duties under the appointment.

- b. *Strategy*:- The Company expects that you will constructively contribute to the development of strategy.
- c. *Performance*:- You shall scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
- d. *Risk*:- You should satisfy yourself that the financial information is accurate and that financial controls and systems of risk management are robust and defensible.
- e. *Confidentiality*:- You must apply the highest standards of confidentiality and not disclose to any person or Company (whether during the course of the appointment or at any time after its termination) any confidential information concerning the Company and any group Companies with which you come into contact by virtue of your position as a Non-Executive Independent Director of the Company.

3. Appointment in Board-level committees and its tasks.

During your tenure of appointment you may be asked to serve on one or more of the board Committees and you will be provided with copies of the terms of reference for each of those committees.

4. The fiduciary duties that come with such appointment along with accompanying liabilities:

- a. You will submit a declaration in the beginning of every financial year under section 149 (7) of the Companies Act, 2013 ("the Act") during your tenure confirming that you meet the criteria of independence.
- b. You will ensure that your name is duly registered in the Independent Directors Databank as required under Rule 6 of the Companies (Appointment and Qualification of Directors) Rules, 2014 and that you have duly cleared the online proficiency exam or claimed exemption as applicable
- c. You will promptly inform the Board of any change in the status of your independence.
- d. You shall not breach any of the terms and conditions pertaining to Independent Directors as mentioned in the Companies Act, 2013 or the listing regulations or any other Act or Regulations.
- e. You shall display utmost alacrity in approving financial statements.
- f. You shall disclose interest in any of the contracts or arrangements proposed to be entered by the Company and should disclose the interest on periodical basis as required under law.
- g. You shall strive to attend all meetings including Board, Committee and General Meetings. You shall actively participate in the meetings.
- h. You shall not compromise or allow to compromise "Independence".

8. Independent Professional Advice

There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

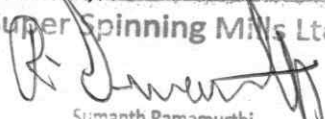
9. Miscellaneous

- (i) This letter constitutes the entire terms and conditions of your appointment and no waiver or modification shall be valid, unless made in writing and signed by you and the company.
- (ii) Your engagement with the company is governed by and shall be construed in accordance with the Indian laws and your engagement shall be subject to the jurisdiction to the courts of India.
- (iii) During the tenure of your office, the number of companies in which you hold office as a director or a chairman or committee members shall not exceed the limits stipulated under the Act and the Listing Regulations.

If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter. We thank you for your continued support and commitment to the Company.

Yours Sincerely,

For Super Spinning Mills Ltd



Sumanth Ramamurthi
Chairman & Managing Director

ACCEPTANCE OF APPOINTMENT

I have read and understood the terms of my appointment for the term of five consecutive years as an Independent Director of the company and I hereby give my consent to the same.



Name: Manoharan Malavika Thothala

DIN: 10584655



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12th August 2024

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

To

Mr. Vikram Venkat kumar
49, Race Course
Coimbatore - 641018

Dear Sir,

Sub: Appointment Letter

We are pleased to inform you that the shareholders at their 62nd Annual General Meeting held on Saturday, the 10th August, 2024 have approved your appointment as an "Independent Director" (ID) of the Company, as envisaged under section 149 read with Schedule IV and other applicable provisions of the Companies Act, 2013.

The terms and conditions of your appointment are as follows:

1. The term of appointment:

Your appointment as an Independent Director is for a period commencing from 01.06.2024 to 31.05.2029 during which period you will not be subject to retirement by rotation. Your tenure will also be subject to your continuing to meet the criteria of independence.

2. The expectation of the Board from the Independent Director

a. *Time Commitment:-* The Company anticipates a commitment of sufficient time and attention as necessary in order to perform your duties under the appointment.

b. *Strategy:-* The Company expects that you will constructively contribute to the development of strategy.

c. *Performance*:- You shall scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.

d. *Risk*:- You should satisfy yourself that the financial information is accurate and that financial controls and systems of risk management are robust and defensible.

e. *Confidentiality*:- You must apply the highest standards of confidentiality and not disclose to any person or Company (whether during the course of the appointment or at any time after its termination) any confidential information concerning the Company and any group Companies with which you come into contact by virtue of your position as a Non-Executive Independent Director of the Company.

3. Appointment in Board-level committees and its tasks.

During your tenure of appointment you may be asked to serve on one or more of the board Committees and you will be provided with copies of the terms of reference for each of those committees.

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a. You will submit a declaration in the beginning of every financial year under section 149 (7) of the Companies Act, 2013 ("the Act") during your tenure confirming that you meet the criteria of independence.

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c. You will promptly inform the Board of any change in the status of your independence.

d. You shall not breach any of the terms and conditions pertaining to Independent Directors as mentioned in the Companies Act, 2013 or the listing regulations or any other Act or Regulations.

e. You shall display utmost alacrity in approving financial statements.

f. You shall disclose interest in any of the contracts or arrangements proposed to be entered by the Company and should disclose the interest on periodical basis as required under law.

g. You shall strive to attend all meetings including Board, Committee and General Meetings. You shall actively participate in the meetings.

h. You shall not compromise or allow to compromise "Independence".

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- (ii) Your engagement with the company is governed by and shall be construed in accordance with the Indian laws and your engagement shall be subject to the jurisdiction to the courts of India.
- (iii) During the tenure of your office, the number of companies in which you hold office as a director or a chairman or committee members shall not exceed the limits stipulated under the Act and the Listing Regulations.

If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter. We thank you for your continued support and commitment to the Company.

Yours Sincerely,

For Super Spinning Mills Ltd


Sumanth Ramamurthi
Chairman & Managing Director

ACCEPTANCE OF APPOINTMENT

I have read and understood the terms of my appointment for the term of five consecutive years as an Independent Director of the company and I hereby give my consent to the same.



Name: Vikram Venkat kumar

DIN: 06397105