3M India Limited
5th Floor Marksquare,
61, St Marks Road,
Bengaluru 560001, India
Tel: +91 80 22231414
www.3M.com/in

10 June 2026

LETTER OF APPOINTMENT AS NON-EXECUTIVE INDEPENDENT DIRECTOR.

(Pursuant to Schedule IV of the Companies Act 2013)

Dear Ms. Kavita Nair (DIN: 7771200),

On behalf of the Company, I am pleased to confirm your appointment as Non-Executive Independent Director for a term of 5 (Five) consecutive years from May 27, 2026 to May 26, 2031 subject to the approval of the shareholders. The Board and the Company are grateful to you for having accepted this appointment. In line with the Companies Act, 2013 and the Listing Regulations with the stock exchanges, the Company has adopted a formal letter of appointment for the Independent Directors. Please find herein below the letter of appointment in relation to your appointment as an Independent Director.

1. **Term of Appointment**

1.1 Your appointment will be for five (5) consecutive years with effect from **May 27, 2026.**

1.2 Your term shall end in any event on either at the expiry of May 26, 2031 or the date on which you resign or upon removal from the office of director, whichever is earlier.

1.4 An annual performance evaluation of the Board as a whole and of the individual directors will be carried out. The criteria for performance evaluation will be as determined by the Nomination and Remuneration Committee. Your performance evaluation will be done excluding your presence.

1.5 As an Independent Director the provisions for retirement by rotation at each Annual General Meeting of the Company shall not apply to you. Your resignation or removal shall be in accordance with the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof for the time being in force).

1.6 Notwithstanding anything contained herein your appointment will cease immediately in case you incur any of the disqualification specified under Section 167 of the Companies Act, 2013 or any other provisions contained therein, and/or any other law for the time being in force including the Listing Agreement as applicable to the Company.

2. Duties, liabilities and expectations of Board

2.1 You will be expected to perform your duties, whether statutory or fiduciary faithfully, efficiently, and diligently to a standard commensurate with both the functions of your role as an independent director and your knowledge, skills and experience.

2.2 You are expected to acquaint yourself with the Company's operations and businesses and update yourself regularly.

2.3 You will exercise your powers in your role as an Independent Director having regard to the relevant obligations under prevailing law including the Companies Act, 2013, the Listing Regulations and the relevant SEBI Regulations.

2.4 You will have particular regard to general duties for the directors laid down under Section 166 of the Companies Act, 2013.

2.5 As an Independent Director you will have to abide by the Code for Independent Directors under Schedule IV pursuant to Section 149 of the Companies Act, 2013, including the duties, roles and functions and guidelines for professional conduct set out therein (*which shall be deemed to form part of this appointment letter).*

2.6 Board Committees

You may also be appointed as a Member of the Committees of the Board and be subject to the changes/re-constitution of Committee by the Board/Company.

The terms of reference of the Audit Committee, Nomination and Remuneration Committee, Corporate Social Responsibility Committee, Risk Management Committee and Stakeholders Relationship Committee is attached for your information.

2.7 Liabilities

2.7(1) Though the Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner, in your capacity as an Independent Director you will be liable in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance, or where you have not acted diligently.

2.7(2) Any breach of duties specified or expected of you as an Independent Director may expose you to penal consequences as specified under the Companies Act, 2013 or any other applicable law in force.

2.8 Time commitment

2.8(1) You will be expected to devote such time as is necessary for the proper performance of your duties. This would depend on preparation for and attendance at:

- scheduled Board and committee (where you are a member) meetings
- the Annual General Meeting (AGM)
- meetings of the Independent Directors
- training to Board members
- meetings, if any, as part of the Board evaluation process.
- additional Board, committee or shareholder meetings convened as when deemed necessary.

2.8(2) By accepting this appointment you undertake that, taking into account all other commitments you may have, you are able to, and will, devote sufficient time to your duties as an Independent Director.

2.9 As an Independent Director you shall endeavour to have atleast one (1) meeting in a financial year with other Independent Directors without the attendance of other Non-Independent Directors and members of management to review the performance of the Non-Independent Directors and Board as a whole, including performance of the Chairman of the Board, and assess the quality, quanity and timeliness of flow of information between the management and the Board that is necessary for the Board to effectively and reasonably peform their duties. You should strive to be present at such meeting.

2.10 You will not take any step or action that will bring or likely to bring disrepute to the Company or affect the Company's interest adversly

2.11 You are also required to register/renew yourself as an Independent Director with The Indian Institute of Corporate Affairs (IICA) and complete the online examination within two years of registration with IICA (if applicable) and any changes in the same has to be intimated to the Company.

3. Remuneration and Expenses

3.1 As an Independent Director your remuneration will comprise of a sitting fee for Board / committee meetings and a fixed commission based on the profits of the Company. You will not be entitled to any stock options.

3.2 The Company pays Rs. 60,000/- to each Independent Director per Board and Audit Committee Meetings, Rs. 40,000/- to each Independent Director for other Committee Meetings as sitting fees (from April 1, 2024).

3.3 The Company pays effective from April 1, 2024 a fixed Commission not exceeding Rs. 25,00,000/- P.A. to each of the Independent Directors and additional Rs. 2,50,000/- P.A. to Chairman of the Board, Rs. 1,30,000/- P.A. to Chairman of the Audit Committee and Rs. 60,000/- P.A to Chairman of the Other Committees of the Board.

3.4 The said commission will be paid subject to the approval by the Board and shareholders, if required.

3.5 The Company will reimburse you for all expenses incurred for participation in the Board/committee meetings and expenses in connection with performing the duties as a director.

3.6 The remuenration payable will be subject to tax and statutory deductions or levies.

3.7 The remuneration payable to Independent Directors will be reviewed periodically by the Board (and/or the Nomination and Remuneration Committee of the Board).

4. Independence and outside interests

4.1 Based on your representation and declaration, the Board of the Company has determined you to be independent as per the provisions of the Companies Act, 2013 and the Listing Agreement.

4.2 You will in the first board meeting in which you participate as a Director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an Independent Director, give a declaration that you meet criteria for independence as specified in Section 149 of the Companies Act, 2013. The format for such declaration, if any, prescribed will be made available to you by the Company Secretary of the Company.

4.3 It is accepted and acknowledged that you have business interests other than those of the Company (as disclosed to the Company in the prescribed form) and have declared any conflicts that

are apparent at present. In the event that you become aware of any further potential or actual conflicts of interest, these should be disclosed to the Company as soon as they become apparent and in compliance with the requirements under the Companies Act, 2013.

4.4 You will ensure that you comply with the limit on number of directorships and memberships in committees of the board of directors of companies as prescribed under law.

5. Confidentiality

5.1 You acknowledge that all information acquired during your appointment or engagement as a director with the Company is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without our prior clearance.

5.2 This restriction shall cease to apply to any confidential information which may (other than by reason of a breach of the confidentiality obligations set out herein) become available to the public generally.

5.3 You acknowledge the need to hold and retain company information (in whatever format you may receive it) under appropriately secure conditions.

5.4 Your attention is drawn to the requirements under both law and regulation regarding the disclosure of unpublished price sensitive information, and in particular to the SEBI (Prohibition of Insider Trading) Regulations, 1992 and any amendments thereto, on insider dealing and Section 195 of the Companies Act, 2013. You should avoid making any statements that might risk a breach of these requirements. If in doubt, please contact the Company Secretary and the Compliance Officer.

5.5 During your period of appointment you are required to comply with the provisions of the Code of Conduct framed under SEBI (Prohibition of Insider Trading) Regulations, 1992 and any amendements thereto. A copy of the code adopted by the Company is attached for your records.

6. Code of Business Ethics

6.1 The Company has framed a Code of Conduct for Directors and Senior Management . You will have to abide with the Code of Conduct and affirm compliance with it annually. *A copy of the code adopted by the Company will be provided to you separately.*

7. Board Training

7.1 On an ongoing basis, the Company will make arrangements for you to develop and refresh your skills and knowledge in areas which is mutually identified as being likely to be required, or of benefit to you, in carrying out your duties effectively, or in relation to your roles, responsibilities, rights in the Company, nature of industry in which the Company operates, business model of the Company, etc. You should endeavor to make yourself available for any relevant training sessions which may be organized for the Board.

8. Directors and Officers Liability Insurance.

8.1 The Company has a directors' and officers' liability insurance in place, and it is intended to maintain such cover for the full term of your appointment.

9. Interpretation, Amendments and Modifications

9.1 This letter constitutes the terms and conditions of your appointment.

9.2 If deemed necessary any modification will be effected in compliance with applicable law and if required subject to approval of shareholders of the Company.

9.3 Any reference to any law, legislation or provision thereunder will include reference to such law, legislation or provision as may be amended, modified, re-enacted or supplemented from time to time.

If at any time you have any comments or questions relating to your position as an Independent Director, you are welcome to contact the Company Secretary and Compliance Officer.

On behalf of the Company and the Board, we look forward to your valued participation in the Board deliberations and successful direction of the Company's activities.

Please confirm your acceptance by signing and returning to the enclosed copy of this letter.

Please note that in compliance with the requirements under law, this letter of appointment will be placed on the website of the Company and will also be open for inspection by the members.

Yours sincerely,

For 3M India Limited,

3M INDIA LIMITED BANGALORE

Aseem Joshi, Managing Director

I confirm and agree to the terms of my appointment as an Independent Director as set out in this letter.

Kavita Nair, Independent Director