



**TERMS AND CONDITIONS OF
APPOINTMENT OF
THE INDEPENDENT DIRECTORS**

EDEL FINANCE COMPANY LIMITED

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

The following are the terms and conditions of appointment of the Independent Director, as per the provisions of the Companies Act, 2013 and the Rules framed thereunder (the Act) and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the Listing Regulations), as amended from time to time: -

1. Appointment

The term of appointment of an Independent Director of the Company is for a term of 5 consecutive years (or such other period as may be decided by the Board) from the date of his/her appointment. The Independent Director shall not be liable to retire by rotation.

The appointment of every Independent Director shall be approved by the Members of the Company. The Independent Directors will be eligible for re-appointment, after the completion of their first term of appointment, subject to the approval of the Board and the Members. A person shall not be appointed as an Independent Director for more than two consecutive terms.

The Independent Director will not be an employee of the Company and the appointment letter shall not constitute a contract of employment.

2. Role and Responsibilities

As an Independent Director on the Board of Directors (the Board) of the Company, your role and responsibilities would be in accordance with the Act, the Listing Regulations, the Memorandum and Articles of Association of the Company and other applicable laws.

Apart from attending the Meetings of the Board and the Committees thereof, the Independent Directors are expected to devote such time, as appropriate to discharge their responsibilities effectively.

3. Committees

The Board, may from time to time, appoint the Independent Directors as Member of any Committee(s).

4. Remuneration

In accordance with the provisions of the Act and the Listing Regulations, the Independent Directors would be paid remuneration by way of sitting fees for attending the Meetings of the Board and the Committees thereof.

In addition, the Independent Directors may be paid remuneration by way of commission within such statutory limits as may be applicable from time to time and as may be approved by the Board and the Members.

The Independent Directors are not eligible for stock options.

5. Reimbursement of Expenses

In addition to the remuneration, the Independent Directors are also entitled for reimbursement of travel, hotel and other incidental expenses incurred for attending the Meetings of the Board and Committee thereof and in discharge of their responsibilities.

6. Conflict of Interest

As per the provisions of the Act and the Listing Regulations, the Independent Directors are required to disclose their directorships, appointments and interests to the Board.

In the event, there is a conflict of interest which is likely to change the status as an Independent Director, then the same should be immediately informed to the Board.

7. Codes/Policies

The Independent Directors are requested to comply with the Regulations, Codes and the Policies of the Company, as applicable to the Directors.

8. Performance Evaluation

The performance evaluation of Independent Directors shall be done as per the provisions of the Act and the Listing Regulations. The re-appointment of the Independent Directors shall be on the basis of such performance evaluation and such other factors as may be considered relevant by the Nomination and Remuneration Committee.

9. Termination

The Independent Directors may resign at any time by a written notice to the Board stating the reasons thereof.

Their appointment may also be terminated in accordance with the provisions of the applicable laws for time being in force.

10. Directors' and Officers' Liability Insurance

The Company has taken a Directors' and Officers' Liability Insurance.

11. Confidentiality

The information provided to the Independent Director during their tenure is confidential to the Company and should not be released at any point of time, either during the tenure or thereafter (by whatever means) without prior clearance from the Chairman/Company unless required by law. The Company may request, you to return all the documents and other materials made available to you by the Company.