Edelweiss
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Terms and conditions of appointment of the Independent Directors

The following are the terms and conditions as per the provisions of the Companies Act, 2013 (the Act) and the Rules framed thereunder, for appointment of the Independent Directors:-

1. Role and Duties

Your role and duties would be in accordance with the Act, Listing Agreement, Articles of Association of the Company and other applicable laws.

Apart from attending the meetings of the Board and the Committees of which you are a Member, you are requested to devote such time, as appropriate for you to discharge your duties effectively.

2. Committees

The Board of Directors of the Company, may from time to time, appoint you as a member of any Committee.

3. Remuneration

In accordance with the provisions of the Act, you will be paid remuneration by way of sitting fees for attending the meetings of the Board and the Committees thereof.

In addition, you 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.

4. Reimbursement of Expenses

In addition to the remuneration mentioned in paragraph 3 above, you will, also be reimbursed for travel, hotel and other incidental expenses incurred by you in attending the meetings of the Board and Committee thereof and, in discharge of your duties.

5. Conflict of Interest

As per the requirements of the Act, you are required to disclose your other directorships, appointments and interests to the Board.

In the event, there is a conflict of interest which is likely to change your status as an Independent Director, then the same be informed immediately to the Chairman and the Company Secretary.

6. Codes/Policies

You are requested to comply with the Regulations and the Policies of the Company as applicable to the Directors.

7. Directors' and Officers' Liability Insurance

I would like to inform you that the Company has taken a Directors' and Officers' Liability Insurance.

8. Confidentiality

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