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GEMINI EDIBLES & FATS INDIALIMITED

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

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TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Terms and conditions of appointment of Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013, as amended ("**Act**") and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**Listing Regulations**"):

I. TERM:

Shri ____________________ has been appointed as an Independent Director of the Company for a term of 5 (five) consecutive years by the members at their Annual/ Extra- Ordinary General Meeting held on ____________. The Appointment is for a term commencing from ______________ up to ____________________.

In accordance with Sections 149(10) and 149(11) of the Act, an Independent Director shall hold office for a term of up to five consecutive years and shall be eligible for re-appointment for one further term of up to five consecutive years only on passing of a special resolution by the members and disclosure of such re-appointment in the Board's report. The first appointment and any re-appointment shall be approved by the members by special resolution as required under Regulation 17(1C) and Regulation 25 of the Listing Regulations, and shall be subject to the maximum-tenure and cooling-off requirements thereunder.

II. OTHER TERMS AND CONDITIONS

1. Committees:

1.1 During the Appointment, the Independent Director may be required to serve on one or more of the committees of the Board including Audit Committee, Nomination and Remuneration Committee, Corporate Social Responsibility Committee, Risk Management Committee, Stakeholders Relationship Committee or such other Committees, as the Board may decide.

1.2 The Independent Director is an independent non-executive director and will be identified as such in the annual report and other documentation of the Company. If circumstances change, and he/she believes that his/her independence will be in doubt,Independent Director should discuss the same with the Chairman of the Company assoon as practicable.

2. Duties and Liabilities:

2.1 The Independent Director will perform his/her fiduciary duties in a responsible mannerand his/her general legal responsibilities to the Company will be at par with a non- executive director.

2.2 The Independent Director shall act in accordance with the Articles of Association of the Company and while discharging his/her duties, comply with the requirements of Section 166 and Schedule IV to the Companies Act, 2013 ("the Act").

2.3 The Independent Director to be held liable only in respect of such acts of omission or commission by the Company which have occurred with his/her knowledge, attributablethrough Board processes, and with his/her consent or where Independent Director hasnot acted diligently.

3. Code for Independent Directors:

3.1 The Company has relied on the declaration of the Independent Director that he / she meets the criteria of independence as provided in Section 149(6) of the Act and as prescribed under the Listing Regulations.

3.2 The Independent Director will be required to abide by the guidelines as to professional conduct for independent directors as set out in Section 149(8) read with Schedule IV to the Act.

3.3 The Independent Director will be required to comply with applicable provisions of anycode of conduct framed by the Board for all Board members and Senior Managementof the Company under the Listing Regulations.

3.4 The Independent Director confirms that his/her name has been included in the data bank of independent directors maintained by the Indian Institute of Corporate Affairs in accordance with Section 150 of the Act and Rule 6 of the Companies (Appointment and Qualification of Directors) Rules, 2014, and that he/she has, unless exempt, passed the online proficiency self-assessment test within the period prescribed thereunder, and shall maintain such registration during the term of Appointment.

4. **Restrictions:**

4.1 During the term of Appointment, the Independent Directors are expected not to take up directorship in any company (whether in India or abroad) engaged in the same or similar businesses as that of the Company or in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his/her duties with the Company. In the event that the Independent Director becomes aware of any potential conflicts of interest, or in case of doubt, he / she should consult the Chairman of the Company as soon as practicable.

4.2 During the term of Appointment, an Independent Director shall not serve as (a) an independent director in more than the prescribed number of companies and (b) a committee member of more than the prescribed number of committees (i.e. the Audit Committee and the Stakeholders' Relationship Committee) including chairmanship ofsuch committees.

4.3 During the term of appointment, the Independent Director shall not indulge in forward dealings in the securities of the Company. Directors are prohibited from dealing in the Company's securities during the period when the trading window is closed. They shall not engage in insider trading and are expected to comply with the Company's Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons as well as with the concerned provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading Laws and Regulations) Regulations, 2015. The Independent Director shall comply with all applicable provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading Laws and Regulations) Regulations, 2015 in this regard.

4.4 During the term of Appointment, (a) Independent Director will neither enter into any agreement for himself/herself or on behalf of any other person, with any shareholder or any other third party with regard to compensation or profit sharing in connection withdealings in the shares of the Company; and (b) Independent Director will not enter intoany such agreement referred to in (a) above without obtaining the prior approval fromthe Board of Directors as well as approval by way of special resolution by shareholders of the Company.

5. **Time Commitment:**

By accepting the appointment the Independent Director confirms that he / she will be able to allocate sufficient time to perform his/her duties as a director and attend meetings of the Board or any committee thereof. In addition to such attendances, Independent Director will be expected to devote appropriate preparation time ahead of each meeting.

6. **Training and Development:**

6.1 The Independent Director will be invited to attend ongoing training and familiarization sessions for Directors including site visits.

6.2 The Board members are provided with necessary documents / brochures, reports andinternal policies to enable them to familiarize with the Company's procedures and practices.

6.3 Periodic presentations are made at the Board and Committee meetings, on business and performance updates of the Company, global business environment, business strategy and risks involved.

6.4 Quarterly updates on relevant statutory changes and landmark judicial pronouncements encompassing important laws are regularly circulated to Directors.

7. **Evaluation Process:**

The performance evaluation of the Independent Director shall be carried out on an annual basis. The process shall be done by the Nomination and Remuneration Committee (NRC). In accordance with the Listing Regulations, the continuous tenure of the Independent Director on the Board shall be explicitly subject to the outcome of this annual performance evaluation review.

8. **Remuneration:**

In consideration of the Independent Directors' services, the Company will pay fees asunder:

(i) Rs. 1,00,000 for attending each meeting of the Board and Rs. 50,000/- per meeting for any committee thereofor any other meeting of Directors;

(ii) Commission at the end of a financial year based on time committed for operational matters.

(iii) The Independent Director shall not be entitled to any stock option of the Company, in accordance with Section 149(9) of the Act.

9. **Expenses:**

In addition to the remuneration stated in the preceding paragraph, the Company will reimburse Independent Director, or bear and pay, all travel, accommodation or other expenses incurred as a result of him/her carrying out his/her duties as a director. TheIndependent Director may, at the Company's expense, seek independent legal or otherprofessional advice where necessary to perform his/her duties and will be entitled to reimbursement of costs incurred in seeking such advice. In these circumstances, Independent Director should discuss the issues concerned with the Chairman of the Company in advance.

10. **Confidentiality:**

The Independent Director agrees that both during and after the term of Appointment, Independent Directors will not use for his/her own, or for another's benefit, or discloseor permit the disclosure of any confidential information relating to the Company, subsidiary or any group or associate companies of the Company, which he/she may acquire by virtue of his/her position as an independent director, including without limitation, any information about the deliberations of the Board. The restriction shall cease to apply to any confidential information which may (other than by reason of thedirector's breach of this term), become available to the public generally.

11. **Insurance:**

The Company has Directors' and Officers' ("D&O") liability insurance and shall maintain such cover for the full term of the appointment, in accordance with Regulation 25(10) of the Listing Regulations.

The Independent Director may obtain details of such insurance from the Company Secretary.

12. **Indemnity:**

The directors are granted an indemnity from the Company in respect of liabilities incurred as a result of their office, to the extent permitted by law.

13. **Publication of Letter**:

In line with the provisions of Schedule IV to the Act and the Listing Regulations, the letterof appointment will be open for inspection by any member of the Company. The terms and conditions of the appointment shall also be published on the Company's website www.gefindia.com www.gefindia.com, in accordance with Regulation 46(2)(b) of the Listing Regulations.

14. **Governing Law:**

The Appointment and the terms are governed by the laws of India.

15. **Relationship:**

15.1 The appointment constitutes neither a contract for services nor a service contract.

15.2 There will be no relationship of employer and employee as a consequence ofappointment as a director of the Company.

16. **Separate Meetings of Independent Directors:**

The Independent Director shall participate in at least one meeting of the independent directors of the Company in each financial year, held without the attendance of non-independent directors and members of management, to review the performance of non-independent directors, the Board as a whole and the Chairperson, and to assess the quality, quantity and timeliness of the flow of information between management and the Board, in accordance with Schedule IV to the Act and Regulation 25(3) and (4) of the Listing Regulations.

17. **Resignation and Cessation:**

The Independent Director may resign from office by giving notice in writing to the Company, and such resignation shall take effect in accordance with Section 168 of the Act. The Independent Director shall, on cessation of office for any reason, promptly return all confidential information and property of the Company and shall continue to be bound by the confidentiality obligations set out in this letter. Cessation of office shall not affect any accrued rights or obligations of either party.

18. Authority:

The letter of appointment will be issued under the authority of the Board.

By Order of the Board

For **Gemini Edibles & Fats India Limited**

Pradeep Kumar Chowdhry

Managing Director

DIN: 01154121

Place: Hyderabad

Date: 21st August 2026