



Director's Letter of Appointment

Date:

To

Dear _____

Sub: Appointment as an Additional Independent Director of Patel Integrated Logistics Limited (the Company)

On behalf of the Company, I pleased to inform you that at the ___ Annual General Meeting of the Company held on _____, shareholders have approved your appointment as an Independent Director of the Company to hold office for a term of upto 5 consecutive years i.e. from _____ up to _____

Appointment

Your appointment is subject to the following:

1. During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149(7) of the Companies Act, 2013("Act") stating that you meet the criteria of Independence.
2. So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a chairman or committee member will not exceed the limit stipulated under the Act and the Listing Agreement.
3. So long as you are an Independent Director of the Company, you will ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act.
4. You will ensure compliance with other provisions of the Companies Act 2013 and the listing Agreement as applicable to you as an Independent Director.
5. In compliance with provisions of section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
6. Notwithstanding other provisions of this letter, the appointment may be terminated on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013 or subject to provisions of the Articles of Association of the Company if any.



7. Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

Term

8. Your Appointment is for a term of 5 years commencing from _____ up to _____.

Committees

9. During your tenure you may be appointed on any of the Committees of the Board as may decided by the Board from time to time.:

Time commitment

10. As a Non-Executive Independent Director you are expected to bring objectivity and independence of view to the Board's discussion and to provide help to the Board with effective leadership in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance. You will be expected to attend Board and Board Committee's meetings to which you may be appointed and Shareholders meetings and to devote such time to your duties as appropriate for you to discharge your duties effectively.
11. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

Role and Duties

12. Your role and duties will be those normally required of a Non-Executive Independent Director under Schedule IV of the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:
- i. You shall act in accordance with the Company's Articles of Association as may be amended from time to time;
 - ii. You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole and in the best interest of the Company, its employees, the shareholders, the community and for the protection of environment.;
 - iii. You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgment;
 - iv. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts or possibly may conflict, with the interest of the Company;
 - v. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
 - vi. You shall not assign your office as Director and any assignments so made shall be void.



Status of Appointment

13. This letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees. You may be paid Commission on net profits of the Company as may be decided by the Board from time to time subject to the provisions of Companies Act, 2013.
14. The sitting fees presently paid to the Non-Executive Independent Director is Rs. _____/- per meeting of the Board.
15. You will have no entitlement to participate in any stock option scheme operated by the Company or any group Company.
16. You may be entitled to receive consultancy fees for services rendered in other capacity from the Company or other group Companies subject to the provisions of Companies Act 2013.

Reimbursement of Expenses

17. In addition to the remuneration described above, the Company will for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

Independent Professional Advice

18. 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 advisers at the Company's expense in accordance with the Company's policy.

Insurance

19. You will be entitled for liability cover for full term of your appointment as and when the Company has Directors' and Officers' liability Insurance. The copy of the policy as and when Company has can be furnished on request to the Company Secretary.

Conflict of Interest

20. It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, you are required to declare any such directorships, appointments and interest to the Board in writing in the prescribed form at the time of your appointment. Any material interest in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board meeting.



Evaluation

21. The Board of Directors will carry out an evaluation of your performance on the Board on an annual basis as per Company's Policy. The Chairman / Vice Chairman will discuss the result of the evaluation with you. Your re appointment on the Board shall be subject to the outcome of the yearly evaluation process.

Code of Conduct

22. During the appointment you are required to comply with regulations as contained in Schedule IV under the Companies Act, 2013 including the following codes of conduct of the Company.
 - i. Code of Conduct for Board of Directors and Senior Management;
 - ii. Code of Conduct for prevention of Insider Trading in securities of the Company

and such other codes or requirements as the Board of Directors may from time to time specify.

Confidentiality

23. You will have access to confidential information relating to the Company and its business including legal, financial, technical, commercial, marketing, records, data, documents etc. All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman/Vice Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.
24. Your attention is also drawn to the requirements under the applicable regulations and the Company's Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman / Vice Chairman.

Termination

25. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice to the Board.
26. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and provisions of Listing Agreement with the Stock Exchanges, at the end of your initial tenure. You will not be entitled to compensation if the shareholders do not re-elect you at any time.



General

27. This Letter and any obligations arising out of or in connection with this Letter are governed by and shall be construed in accordance with, the laws of India, and subject to jurisdiction of the courts in Mumbai.

28. If you are willing to accept these terms of appointment relating to your appointment as a non executive Independent Director of Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely

On behalf of the Board of Directors

Executive-Vice Chairman

I have read and agree to the above terms regarding my appointment as an Independent Director of Patel Integrated Logistics Limited.

(Name of the Director)
(DIN.)

Dated _____