

Terms and conditions of Appointment of Independent Directors

1. Appointment Period

Your appointment is for the period of ----- year with effect from ----- not liable for retire by rotation. Your appointment is subject to: (i) the maximum permissible Directorships that one can hold as per provisions of the Companies Act, 2013; and (ii) not being disqualified to be a Director under the applicable regulations.

2. Role on the Board

You are expected to provide your expertise and experience *inter alia* in the field of overall corporate governance; to bring objectivity to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance and risk management.

You will be expected to attend meetings of Board, Shareholders and Committees of Board to which you are made member and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

3. Committees

The Board of Directors (the "**Board**") may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

During the tenure of your appointment, you may be entrusted with further responsibility through other Board nominated Committee as may be decided by the Board in its subsequent meetings, which will be part of the terms of appointment.

4. Duties and Liabilities

The duties and liabilities that come with your appointment would be as per the applicable laws, CJ Darcl Policies and Articles of Association of the Company as amended from time to time.

The laws that currently govern the duties and liabilities of an Independent Director are the Companies, Act, 2013. You will follow 'the Code for Independent Director' as per schedule IV of the Companies Act, 2013 and CJ Darcl Code of conduct of Directors and Senior Management.

You are requested to make disclosure of your interest as per the requirements of Section 184 of the Companies Act, 2013 and not participate in the meeting of the Board where any contract or arrangement in which you are interested is discussed.

5. Independence

The Board of Directors of the Company *inter alia* has given due consideration to your declaration of being qualified as Independent in accordance with the provisions of Companies Act 2013. You are expected to continue to be qualified as Independent during your tenure and provide periodic declaration to the effect as required by regulations. You will be identified as Independent Direct in the annual report and other documents and publications of the Company. If circumstances change and you believe it may not be possible for you to retain your independence you should discuss this with the Chairman as soon as practicable.

6. Status of Appointment and Remuneration

You will not be an employee of the Company and 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 as may be decided by the Board and approved by the Shareholders from time to time. Further, you will also be paid remuneration by way of commission on quarterly basis, as may be approved by the Board and the Shareholders from time to time.

- The sitting fees presently paid to the Non-Executive Independent Director is ----- per meeting of the Board or a Committee thereof.
- The Commission presently paid to the Non-Executive Independent Director is within overall 1% of Net Profit of the Company and the amount of ----- is paid subject to approval by the Board.

7. Evaluation Process

Your performance evaluation shall be done by the Board of Directors during the period of your appointment without your participation. Your appointment and re-appointment on the Board shall be subject to the outcome of the evaluation process. You will participate in reviewing the performance of Non-Independent directors and the Board as a whole.

8. Insurance

You would be covered under Directors and Officers Liability Insurance as per the policy of the Company during your tenure of appointment.

9. Confidentiality

All information acquired during your appointment is confidential to CJ Darcl and should not be released, either during your appointment or following termination (by whatever means) to third parties: (i) without prior permission from you and the Chairman; or (ii) unless required by law. On reasonable request, you shall surrender any documents and other materials made available to you by CJ Darcl.

10. Termination

- 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 on the Board.
- Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- Upon termination or your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

11. General

All the terms as mentioned above including your appointment, remuneration, professional conduct, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder as amended from time to time.

This letter and any non-contractual 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 the exclusive jurisdiction of the Courts of India.

Yours Sincerely,

for **CJ Darcl Logistics Limited**

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same. _____

Name:

Place:

Date: