Pristine
Passion on Move

Date: April 22, 2026

To
Ms. Neelaveni
No. 106J/35, Millerpuram, 2nd Street,
Thoothukkudi, PO: Chidambaranagar,
Tamil Nadu - 628008

Sub: Appointment as an independent director of Pristine Logistics & Infraprojects Limited

Dear Sir,

We are pleased to inform you that the Board of directors of Pristine Logistics & Infraprojects Limited ("**Company**") has appointed you as an additional independent director on April 22, 2026 for a period of 3 consecutive years. Your appointment as an independent director is subject to the approval of the shareholders of the Company.

This letter sets out the broad terms of your appointment as an independent director of the Company and being issued to comply with the requirements of Schedule IV and Schedule V of the Companies Act, 2013, as amended ("**Act**"), pertaining to the code of independent directors.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the Act, and other applicable laws.

1. Term and conditions of the appointment:

1.1. In accordance with the provisions of the Act, and other applicable laws, if any, you will serve as an independent director on the Board of the Company for an initial term of 3 consecutive years with effect from April 22, 2026 to April 21, 2029, unless terminated earlier or extended, as per the provisions of this letter, the Act and other applicable laws.

1.2. Re-appointment, if any, for the second term shall be based on the recommendation of the Board and the approval of shareholders. Your re-appointment would be considered based on the outcome of the performance evaluation process and you continuing to meet the criteria of independence, as envisaged under Section 149(6) of the Act.

1.3. In compliance with the provisions Section 149(13) of the Act, your directorship is not subject to retirement by rotation.

2. Board committees:

The Board may, if it deems fit, invite you for being appointed on one or more existing Board committees or any such committee that may be set up in the future and your appointment on such committee(s) will be subject to the provisions of the Act.

3. Role and duties:

3.1. As an independent director of the Company, you shall act in accordance with the provisions of the Act, other applicable laws, if any, and the articles of association of the Company.

3.2. You shall hold the directorship in other companies, membership/chairmanship of the committees of other companies in accordance with the provisions of the Act.

3.3. Your duties will be those normally required of an independent director under the Act. There are certain duties prescribed for all directors, both executive and non- executive, which are fiduciary in nature and are as under:

i. to act in accordance with the Company's articles of association as may be amended from time to time.
ii. to act in good faith 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. to discharge the duties with due and reasonable care, skill and diligence and shall exercise independent judgement.
iv. not to 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. not to achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
vi. not to assign your office as director and any assignments so made shall be void.

3.4. There are certain roles, functions, duties and guidelines for professional conduct prescribed for the independent directors, outlined in Schedule IV of the Act as *'Code for Independent Directors'*. You are required to abide the said code. The code as presently applicable is annexed hereto as **Annexure A.**

4. Liability:

You will be held liable only in respect of such acts of omission or commission by the Company which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.

5. Status of appointment:

5.1 You will not be an employee of the Company and this letter does not constitute a contract of employment.

5.2 You will not participate in any employee stock option scheme operated by the Company or any group company.

6. Remuneration:

You shall be entitled to a remuneration up to an amount of Rs. 4,00,000/- (Rupees four lakh only) per annum, in addition to reimbursement of expenses for attending the in person meetings, as may be approved in accordance with applicable laws.

7. Expectations of the Board:

7.1. Time commitment:

You are expected to bring objectivity and independence of view to the Board's discussions and to help in providing the Board with effective leadership in relation to the Company's strategy, performance, risk management as well as ensuring high standards of corporate governance. The Board meets at least four times a year, whereas committee meetings would be ordinarily convened in a year at such frequency as may be required under the Act, or any other applicable law or as may be decided from time to time.

You will be expected to attend Board, Board committees to which you may be appointed and the shareholders' meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

7.2. Declaration:

You are required to furnish us the declaration that you meet the criteria of independence as envisaged under Section 149(6) of the Act and any other applicable law. This declaration shall be submitted as per the applicable provisions of the Act.

Further, whenever you submit the declaration of Independence, you shall also submit a declaration of compliance under Rule 6(3) of the Companies (Appointment and Qualifications of Directors) Rules, 2014, as amended.

6.3. Confidentiality:

All information acquired during your tenure as director is confidential and should not be disclosed, either during your tenure or following termination (by whatever means) to third parties without prior clearance from the Board, unless required by law. On reasonable request, you will surrender any documents and other materials made available to you by the Company.

8. Code of conduct:

During your tenure as independent director, you are required to comply with the 'Code for Independent Directors' as provided under the Act.

9. Independent directors' separate meeting:

As per the Schedule IV of the Act, the independent directors of the Company shall hold at least one meeting in a financial year, without the attendance of non-independent directors and members of management, wherein independent directors shall review the performance of non-independent directors, the board as a whole and the chairperson of the Company.

10. Disclosure of interest:

10.1. You are requested to disclose any interest that you may have in any transaction or arrangement that the Company has entered. Such interest should be disclosed not later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

10.2. 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 interests to the board in writing in the prescribed form.

11. Disengagement:

11.1. You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reason for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later. Your directorship on the Board shall cease in accordance with the prevailing law.

11.2. If at any stage during your tenure, there is a change that may affect your status as an independent director or you fail to meet the criteria for "independence" as envisaged in Section 149(6) of the Act and any other law applicable, you shall promptly submit your resignation to the Company with effect from the date of such change.

11.3. Your appointment may also be terminated in accordance with the provisions of the Act and/or in accordance with any other law and regulations.

12. Miscellaneous:

12.1. The terms and conditions of your appointment shall be open for inspection at the registered office of the Company by any member during the business hours.

12.2. The terms and conditions of your appointment shall be posted on the Company's website.

13. Jurisdiction and governing law:

This letter is governed by, and shall be construed in accordance with, the laws of India, and court of Delhi shall have exclusive jurisdiction on all matters.

We are confident that the Board and the Company will benefit immensely from your rich experience, and we are eager to have you as integral part of the growth of our Company.

Yours sincerely,
For Pristine Logistics & Infraprojects Limited

(R Sai Krishnan)
Company Secretary
ICSI Membership No.: A28212
Address: 3rd Floor, Wing B, Commercial Plaza,
Radisson Hotel, NH-8, Mahipalpur, Delhi-110037