



UNIMECH AEROSPACE AND MANUFACTURING LIMITED
(FORMERLY UNIMECH AEROSPACE AND MANUFACTURING PRIVATE LIMITED)
538, 539, 542 & 543, 7th Main of Peenya IV Phase Industrial Area, Yeshwanthpur Hobli, Bangalore,
Bangalore North Taluk, Karnataka, India, 560058
ISO 9001-2015 & AS 9100 Rev D Certified
GSTIN: 29AABCU9719Q1ZC || CIN: U30305KA2016PLC095712

Terms of appointment for Independent Director

To
The Independent Director

Respected Sir,

We are pleased to offer you the role of Non-executive Independent Director at Unimech Aerospace & Manufacturing Limited after the successful completion of requisite formalities. We request you to kindly go through the terms of appointment stipulated herein and convey your acceptance.

1. **Appointment:**

Your appointment as an Independent Director of the Company shall be, subject to due diligence and background verification done, either directly or through third party agencies, by the Company and your appointment is governed by the provisions of Companies Act, 2013 read with the Articles of Association of the Company and SEBI Listing Regulations as and when applicable. The appointee Director shall provide all the disclosures, documents, and clarifications to the satisfaction of the Company.

Your term of appointment as Independent Director will be as per the provisions of the Companies Act, 2013 and other applicable laws, if any.

As a Non-executive Independent Director, you will not be liable to retire by rotation.

Reappointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. Your reappointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

The Board of Directors, if deem fit, may invite you to be appointed as the Member/Chairperson of one or more Committees of the Board. The Board may reconstitute the composition of all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve on other Committees of the Board.

You are expected to devote the requisite time to discharge your duties effectively and to attend Board Meetings', Shareholders' meetings and Committees meetings (to which you may be appointed).

The Company shall, if required, conduct formal induction program for its Independent Directors.

2. Role, Duties, and Responsibilities:

2.1 Role

Your role and duties will be those normally required of a Non-Executive Independent Director under the Act and the SEBI Listing Regulations, 2015. As member of the Board, you along with the other Directors will have the following role for smooth and efficient working of the Company which shall include and not limited to:

- To review the Company's strategy, the annual financial plan and monitor the Company's performance.
- To review management performance and compensation.
- To review and decide on succession planning of executive officers of the Company.
- To advice and counsel the Management;
- To monitor and manage potential conflicts of interests of the Management.
- To oversee and ensure the integrity of financial information and legal compliance.

2.2 Duties

You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the Companies Act, 2013, and duties of Directors as provided in the Companies Act, 2013 and in SEBI (Listing Obligations and Disclosure) Requirements 2015.

You will apply the highest standards of confidentiality and not disclose to any person or Company (whether during the course of the tenure as Independent Director or at any time after its cessation) any confidential information concerning the Company including any subsidiary or associate thereof with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman of the Board.

We would also like to draw your attention to the applicability of Securities & Exchange Board of India (Prohibition of Insider Trading) Regulation, 1992, which inter-alia prohibits disclosure or use of unpublished price sensitive information. You should not make any statement(s) that might risk a breach of the requirements specified under the said statute unless the same is required under any law or the same is required for the purpose of compliance of any direction, order, etc. issued/given by any judicial authority.

Additionally, you shall not participate in any business activity which might impede the application of your independent judgement in the best interest of the Company.

2.3 Responsibilities

You are responsible for providing guidance in the area of your experience and contributing to the growth of the organization.

3. Remuneration

As an Independent Director you shall be paid a sitting fee of Rs. 1,00,000/- for attending each meeting of the Board, its committee(s) and the general meetings or such other amount as may be decided by the Board from time to time.

Further, the Company may pay or reimburse you for such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meetings with shareholders/ creditors/ management, site visits and so on.

4. Code of Conduct

As an Independent Director of the Company, you should abide by the provisions of Companies Act, 2013 and the rules framed thereunder and Code of Conduct of BOD and Senior Management, framed and adopted by the Company in accordance with the SEBI (Prohibition of Insider Trading) Regulations, 2015 and other regulations.

5. Performance Appraisal / Evaluation Process

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. The evaluation of each Director shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

6. Disclosures, other Directorships and business interests

During the term you shall provide all the necessary disclosures and declarations as may require under the provisions of the law for time being in force. further promptly notify the Company of any change in your Directorships and provide such other disclosures and information as may be required under the applicable laws.

You also agree that upon becoming aware of any potential Conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. Please confirm that as on date of this letter, you have no such conflict-of-interest issues with your existing Directorships.

7. Changes of personal details

During the Term, you shall promptly inform the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

8. Termination

Your Directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Companies Act 2013, your Directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Non-Executive Directors.

You may resign from the Directorship of the Company by giving a notice in writing to the Company stating the reasons 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.

If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the 2013 Act or, if applicable, you fail to meet the criteria for “independence” under the provisions of Regulation 16 of SEBI (LODR) 2015, you agree to promptly submit your resignation to the Company with effect from the date of such change.

9. Governing Law

This document is governed by and will be interpreted in accordance with Indian Law and your engagement shall be subject to the jurisdiction of the courts of Bangalore, India.

10. Directors & Officers (D&O) Insurance:

The Company shall have the D&O liability insurance policy. On request a copy of the same will be supplied to you.

The Company agrees to indemnify and hold harmless the independent director from and against any and all losses, claims, damages, liabilities, judgments, charges and expenses (including all legal or other expenses reasonably incurred by the independent director in connection with investigating or defending against or providing evidence in any litigation, whether commenced or threatened, in connection with any claim, action or proceeding to which the director becomes subject, whether or not resulting in any liability, caused by, or arising out of being a director in the Company under this Agreement; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability is found to have resulted from the director's gross negligence, fraud or misconduct.

11. Acceptance of Appointment

We are confident that the Board and the Company will benefit immensely from your rich experience, and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

For & on behalf of Unimech Aerospace & Manufacturing Limited

Director

AGREE AND ACCEPT

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: