

Date:

To

DIN:

Sub: Appointment as the Independent Director of Duncan Engineering Limited

Dear Sir/Madam,

We thank You for your confirmation to **Duncan Engineering Limited** (the “**Company**”) that you meet the “Independence” criteria as envisaged in Section 149 of the Companies Act, 2013 (“2013 Act) read with clause 16 of SEBI (Listing Obligations & Disclosures Requirements) Regulations 2015 including amendment thereof and for your consenting to hold office as a Director of the Company.

Pursuant to your confirmation, we are pleased to confirm that upon the recommendation of the Nomination & Remuneration Committee and the Board of Directors, the Members have approved your appointment as an Independent Director on the Board of the Company.

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the Company will be that of an officeholder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the: (i) applicable laws, including Companies Act, 2013 and SEBI (Listing Obligations & Disclosures Requirements) Regulations 2015 including amendment thereof and (ii) Articles of Association of the Company (“AOA”).

The letter sets out the main terms of your appointment:

1. Appointment:

- 1.1. Your appointment is for a term of five consecutive years commencing from _____ & ending on _____ during which period you will not be subject to retire by rotation. Your tenure will also be subject to your continuing to meet the criteria of independence throughout.
- 1.2. Your appointment is subject to the Articles of Association of the Company. Nothing in this letter shall be taken to exclude or vary the terms of the Articles of Association of the Company as they apply to you as a Director of the Company. Your
- 1.3 Any term of renewal will be subject to Board review and your re-election by the shareholders at the Annual General Meeting.
- 1.4 You may be nominated on one or more committees of the Board and in such even you will be provided with the relevant committee’s term of reference and any specific responsibilities.

2. Functions, Role, Duties and Responsibilities:

The duties and liabilities that come with your appointment as an Independent Director would be as per the applicable laws, the Articles of Association of the Company & the Company's Code of Conduct.

- 2.1 You are required to fulfill the requirements & perform the duties under the Companies Act, 2013 and the Rules made thereunder and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time;
- 2.2. You are required to review the Company's strategy, the annual financial plan and monitor the Company's performance;
- 2.3. You are required to oversee and ensure the integrity of financial information and legal compliance;
- 2.4. You shall take accountability under the Director's Responsibility Statement;
- 2.5. You shall undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the Company;
- 2.6. You shall seek appropriate clarification or amplification of information and if necessary, take and follow appropriate professional advice and opinion of external experts at the expense of the company;
- 2.5 You shall strive to attend all Board Meetings and committee meetings of which you are a member and participate constructively and actively;
- 2.6 You shall strive to attend the general meetings of the company;
- 2.7 You shall pay sufficient attention and ensure that adequate and functional vigil mechanism and ensure that the interest of the person who uses such mechanism are not prejudicially affected on account of such use;
- 2.8 You should keep yourself well informed about the company and the external environment in which it operates;
- 2.9 You shall ensure and ascertain that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- 2.10 You should report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- 2.11 You should not disclose confidential information including commercial secrets, technologies, Advertising and sales promotion plans, or unpublished price-sensitive information unless the Board has expressly approved such disclosures;
- 2.12 Your role as Independent director will be to constructively challenge and help develop corporate proposals on strategy.

3. Remuneration:

- 3.1 You will be paid sitting fees for attending the meetings of the Board and its Committees as decided by the Board from time to time within the limits prescribed under the Act. The sitting fees presently payable are as below:

Name of the Meeting	Sitting Fee per meeting(Rs.)
Board Meeting	40,000
Audit Committee Meeting	40,000
Nomination & Remuneration Committee Meeting	40,000
Stakeholder's Relationship Committee Meeting	40,000
Independent Directors Meeting	40,000

3.2 Commission not exceeding 1% of the Net Profit of the Company calculated as per the provisions of the Companies Act, 2013;

3.3 You will be entitled to reimbursement of expenses incurred by you while performing your role as an Independent Director.

3.4 Pursuant to applicable law, you will not be entitled to any stock options.

4. Insurance:

4.1 You will be entitled to coverage under Director's and Officer's liability insurance as per the Company's rules.

5. Conflict of Interest:

5.1. In case of business interests other than those of the Company, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form.

5.2. During your term as Independent Director, you are required to promptly provide declaration under section 149(7) of the Companies Act, 2013, and upon any change in circumstances that may affect your status as an independent director.

6. Confidentiality:

6.1. You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination, to third parties without prior clearance from the Board of Directors. This restriction shall cease to apply to any confidential information which may (otherwise by reason of your breach) become available to the public generally.

6.2 You acknowledge the need to hold and retain the information of the company under appropriate secure conditions.

6.3 In any confidential information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be to the extent possible, with the prior consent of the Board.

7. Prohibition on Insider Trading:

7.1 You will follow the Company's 'Code for Prevention of Insider Trading' on insider information and the requirement under the Companies Act, 2013 and SEBI Regulations, which inter-alia required that price-sensitive information is not used or transmitted and maintained securely.

You should not make any statements that might risk a breach of these requirements without prior clearance.

7.2 You shall also adhere to the Code of Conduct & Policies of the Company;

8. Performance Evaluation:

- 8.1 Your performance as well as the performance of the entire Board and its Committees will be evaluated annually as required under the provisions of law, against the parameters for evaluation as laid down by the Nomination & Remuneration Committee.
- 8.2 Your reappointment will be recommended by the Nomination & Remuneration Committee to the Board, pursuant to the performance evaluation carried out by the Board.

9. Others:

- 9.1 Changes of personal details: You shall advise the Company Secretary promptly of any change in address or other personal contact details.
- 9.2 All the terms as mentioned above, including your appointment remuneration, professional conduct, roll and functions, duties and evaluation shall be governed by the Companies Act, 2013 and rules made thereunder and corporate governance requirement under the Listing Regulations as amended from time to time.
- 9.3 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 Pune, Maharashtra India.

If you are willing to accept these terms of appointment, please confirm your acceptance by signing and returning to me the enclosed copy of this letter.

Your Sincerely,
For Duncan Engineering Limited

DIN:

I confirm and agree to the terms of my appointment as "Independent Director" of Duncan Engineering Limited as set out in this letter.