



UNICHEM
LABORATORIES LTD.

5th February 2026

DR. SWATI PATANKAR

604, Athena, Raheja Acropolis 1,
Deonar, Mumbai - 400088
Maharashtra, India

Dear Madam,

Sub.: Appointment as an Independent Director of the Company for a term of five years w.e.f. February 5, 2026

We are pleased to inform you that at the meeting of the Board of Directors ("Board") on the recommendation of the Nomination and Remuneration Committee you have been appointed as an Independent Director of the Company for a term of five years w.e.f. 5th February 2026 under Companies Act, 2013 subject to approval of shareholders.

The Companies Act, 2013 ("Act") has specifically defined the roles, duties, liabilities and the manner of appointment of an Independent Director on the Board and various Committees of the Board of the Company.

Terms of your appointment are enclosed herewith. We look forward to your continued support and guidance.

Sincerely Yours,

For **UNICHEM LABORATORIES LIMITED**

DR. PRAKASH A. MODY

Chairman

Encl.: a/a



TERMS OF APPOINTMENT OF INDEPENDENT DIRECTOR

Code of Conduct

You will abide by the Code of Business Conduct & Ethics of the Company which is enclosed herewith.

Term of office

You have been appointed for a term of five years w.e.f. 5th February 2026, subject to approval of shareholders. You shall not be liable to retire by rotation as per the relevant provisions of the Act and Listing Regulations.

Role, Duties and Liabilities

The Role, Duties and Liabilities that come with your appointment would be as per the Act, applicable laws, Company's policies and Articles of Association. The laws that currently govern the duties and liabilities of an Independent Director are the Act, the Rules made thereunder and the Listing Regulations.

You are expected to abide by the Code for Independent Directors prescribed under Schedule IV to the Act, Unichem's Code of Business Conduct and Ethics (copy enclosed herewith) and/or any other applicable laws, Rules, Regulations, Listing Regulations and all other provisions made applicable from time to time.

Committees of Board

Board may from time to time request you to serve on one or more of the Committees of the Board and you will perform tasks as per the terms of reference of respective committee.

Performance evaluation

Performance evaluation of IDs shall be done annually by entire Board excluding the director being evaluated. The Nomination and Remuneration Policy which covers the parameter for assessment of Independent Directors is enclosed herewith.

Remuneration

Sitting fee for attending each meeting of Board as well as the Committees thereof of which you are a member, attended by you, shall be payable as decided by the Board from time to time subject to the applicable laws in this regard.



The Company shall reimburse you all expenses properly and reasonably incurred by you for the purposes aforesaid and in performance of duties as per provisions of the applicable laws as per the Company rules and policies.

Disclosure of Interest

It is accepted and acknowledged that you have no business interest directly or indirectly with the Company. You are expected to provide periodic declaration to the effect, as required under the applicable Act and provisions. If circumstances change and you believe it may not be possible for you to retain your independence, you should discuss this with the Chairman of the Board of Directors.

Dealing in the Shares of the Company

The Articles of Association of the Company and all relevant and applicable legislative and regulatory procedures provide for certain compliances for dealing in the shares of the Company. You are requested to contact the Company Secretary whenever you wish to deal in the securities of the Company and provide the necessary compliances as per the provisions of various legislations. Unichem Insider Trading code is enclosed herewith for your perusal.

Directors and Officers Liability Insurance.

You would be covered/indemnified as per the Directors and Officers Liability Insurance policy while acting in capacity of Director.

Miscellaneous

You will have access to confidential information, whether or not the information is marked or designated as "confidential" or "proprietary" relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, client information, intellectual property rights (including trade secrets) etc. ("Confidential Information").

You undertake to keep such information confidential and to not disclose or share with any third party such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or subpoena 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, be with the prior consent of the Board.



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This letter and any dispute or claim arising out of or in connection with it be construed in accordance with and be governed by the laws of India. The courts of Mumbai alone and no other courts shall have the jurisdiction to entertain and try any disputes arising from and out of the provisions of this letter.

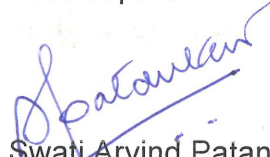
Please confirm your acceptance by signing, dating and returning a copy of this letter to the Company.

Yours Sincerely,

For **UNICHEM LABORATORIES LIMITED**


DR. PRAKASH A. MODY
Chairman

Agreed and Accepted


Dr. (Ms.) Swati Arvind Patankar
Date: 5th February 2026