



21 January 2019

Caroline Silver
By Email

Dear Caroline,

Non-Executive Director – Meggitt PLC

It is proposed to appoint you as a non-executive director of Meggitt PLC, subject to your acceptance of the offer and the approval of the Nominations Committee and the Board of Directors on 21 January 2019. The effective date of the appointment is proposed as 25 April 2019 but will be agreed by the Board at that meeting.

I am writing to set out the terms of your proposed appointment. It is agreed that once signed by you this letter will constitute a contract for services and not a contract of employment and that the terms of service outlined below would become effective from your date of appointment.

1. Appointment

- 1.1 Subject to approval by the Board, your appointment will commence on 25 April 2019 and will be for an initial term lasting until the Company's Annual General Meeting on the same day, and, if elected, for a subsequent term not to exceed three years unless otherwise terminated earlier by and at the discretion of either party upon one month's written notice.
- 1.2 Non-executive directors are typically expected to serve for two three-year terms, although the Board may invite you to serve an additional period.
- 1.3 Your continued appointment as a non-executive director is subject to election and re-election at forthcoming AGM's and contingent on satisfactory performance, any relevant statutory provisions relating to the removal of a director and to the Company's Articles of Association.
- 1.4 In the capacity of non-executive director you will be asked to serve on the Audit, Remuneration and Nominations committees (and other committees as and when required). Committee membership is included in the fee given in this letter. If you are asked to serve as a chairperson of any other committee or as the Senior Independent Director, this will be covered in a separate letter.
- 1.5 Notwithstanding paragraphs 1.1 to 1.4, we may terminate your appointment with immediate effect if you:
 - (a) Commit a material breach of your obligations under this letter; or
 - (b) Commit any serious or repeated breach or non-observance of your obligations to the Company (including an obligation not to breach your duties to the Company, whether statutory, fiduciary or common-law); or
 - (c) Are guilty of any fraud or dishonesty or acted in a manner which, in the opinion of the Company acting reasonably, brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company; or
 - (d) Are convicted of a criminal offence (other than an offence under road traffic legislation in the UK or elsewhere);

- (e) Are declared bankrupt or disqualified from acting as a director.
- 1.6 On termination of your contract, you shall at the request of the Company resign from your office as a director of the Company.

2. Time commitment

2.1 You will be expected to devote such time as is necessary for the proper performance of your duties and, following induction, you should be prepared to spend at least 15 to 20 days per year on Company business. This is based on preparation for and attendance at:

- (a) Board Meetings - usually seven meetings annually; these are held in London, at the Company's Head Office which is currently in Bournemouth, UK but will be transferring to Ansty Park, Rugby, UK in March 2020, and at Meggitt sites (in the UK, US and other overseas locations);
- (b) Committee meetings (usually 3 or 4 meetings per Committee per year, always coinciding with scheduled Board Meetings);
- (c) The AGM (once a year, coinciding with the Board Meeting in April);
- (d) Ad hoc Board Meetings held by conference call;
- (e) Site visits;
- (f) Meetings with the Chairman, other non-executive directors and/or shareholders;
- (g) Update meetings and training; and
- (h) Meetings as part of the Board evaluation process.

2.2 A schedule of the Board meetings for 2019 and 2020 has been sent to you by Lygon.

2.3 By accepting this offer, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role. The agreement of the Chairman should be sought before accepting additional commitments that might impact on the time you are able to devote to your role as a non-executive director of the Company.

3. Directors' Duties

3.1 You will be expected to perform your duties, whether statutory, fiduciary or common-law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience.

3.2 In your role as non-executive director you will be required to:

- (a) Constructively challenge and help develop proposals on strategy;
- (b) Scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (c) Satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;
- (d) Determine appropriate levels of remuneration of executive directors and have a role in succession planning;
- (e) Devote time to developing and refreshing your knowledge and skills;
- (f) Uphold high standards of integrity and probity and support the Company Secretary and other directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
- (g) Insist on receiving high quality information sufficiently in advance of Board meetings; and
- (h) Take into account the views of shareholders and other stakeholders where appropriate.

- 3.3 You will disclose any interest which you may have in any matter being considered at a Board or committee meeting and save as permitted under the Articles you will not vote on any resolution of the Board or committee on any matter where you have an interest.
- 3.4 Unless specifically authorised to do so by the Board, you will not enter into any legal or other commitment or contract on behalf of the Company.
- 3.5 As a non-executive director, you are expected to familiarise yourself with the Companies Act 2006, in particular the duties set out in section 172 (see Appendix A), and at all times conduct yourself in accordance with those duties as they come into effect from time to time.
- 3.6 You will have particular regard to the FRC's UK Corporate Governance Code (the Code) and associated Guidance on Board Effectiveness in respect of the role of the Board and the role of non-executive directors¹.

4. Review process

The performance of individual directors, the whole board and its committees is evaluated annually. If in the interim there are any matters which cause you concern about your role, you should discuss them with the Chairman, Senior Independent Director or Company Secretary.

5. Fees

5.1 The annual fee rate for a non-executive director is £58,340 gross per annum, paid monthly in arrears through our UK payroll. The fees are subject to annual review by the Finance Committee of the Board (with changes effective in April). All fees will cease to accrue with effect from the date that you cease, for whatever reason, to be a non-executive director of the Company.

5.2 the Company will reimburse you for all reasonable and properly documented expenses you incur in performing the duties of your office, including business class air travel for all long haul flights undertaken in that regard.

6. Independence and outside interests

6.1 The Board has determined you to be independent, taking into account the guidance contained in the Code.

6.2 You have already disclosed to the Board the significant commitments and business interests you have outside this role. You must inform the Company Secretary in advance of any changes to these commitments or business interests. In certain circumstances, the agreement of the Board may have to be sought because of the potential for conflict of interest or for conflict of any of your duties to the Company, or for a negative impact on the time that you are able to devote to your role at the Company.

7. Confidentiality

7.1 All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Chairman or the Company Secretary. This information shall cease to be confidential if the information (other than by reason of your breach) becomes available to the public generally. You acknowledge the need to hold and retain company information (in whatever format you may receive it) under appropriately secure conditions.

¹ Included in your introductory pack which will be issued after your appointment has been approved.

7.2 Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Company Secretary.

7.3 During your period of appointment you are required to comply with the Company's share dealing rules in relation to dealing in the Company's listed securities.²

8. Induction

Following your appointment, the Company Secretary will arrange a comprehensive, formal and tailored induction programme. We will also arrange for site visits where appropriate and meetings with management, advisors and the Company's auditors.

9. Training

On an ongoing basis, and further to the annual evaluation process, you should make arrangements to develop and refresh your skills and knowledge in areas which you have identified as being likely to be required, or of benefit to you, in carrying out your duties effectively. You should endeavour to make yourself available for any relevant training sessions which may be organised for the Board.

10. Independent professional advice

Occasions may arise when you consider that you need professional advice at the Company's expense in the furtherance of your duties as a director. The Company will reimburse the full cost of expenditure incurred in accordance with guidance provided by the Board.

11. Insurance and indemnity provisions

11.1 The Company has directors' and officer's liability insurance³ and it is intended to maintain such cover for the full term of your appointment, subject to the provisions governing such insurance and on such terms as the board may from time to time decide. You acknowledge that such insurance may not cover claims in respect of which you are directly or indirectly interested in the claimant.

11.2 All directors have the benefit of qualifying third party indemnity provisions for the purposes of Section 234 of the Companies Act 2006 pursuant to the Articles.

12. Data protection

You may access our Data Privacy Notice on our website (<https://www.meggitt.com/privacy-policy/>). This Notice advises you of the basis on which Meggitt will collect and process any personal data from you.

² Included in your introductory pack which will be issued after your appointment has been approved.

³ Included in your introductory pack which will be issued after your appointment has been approved.

13. Compliance with laws and regulations

You must comply (and shall procure that your spouse or partner and your minor children shall comply) with all applicable laws and stock exchange regulations and company rules for securities transactions by directors, the Disclosure and Transparency Rules published by the Financial Conduct Authority, the UK Corporate Governance Code and with any other code of conduct of and/or in relation to the Company or any of its subsidiary undertakings or any unpublished price sensitive information affecting securities of any other company. A copy of the Company's internal share dealing rules and approvals will be provided in your induction pack and the memo on insider dealing should be signed and returned to myself at your first board meeting.⁴

14. Governing law

The terms of this letter are governed by the laws of England and Wales.

I should be grateful if you would indicate your acceptance of these terms by signing the duplicate copy of this letter and scanning a copy to me, returning an original signed copy in the mail at your earliest convenience.

Yours sincerely
MEGGITT PLC

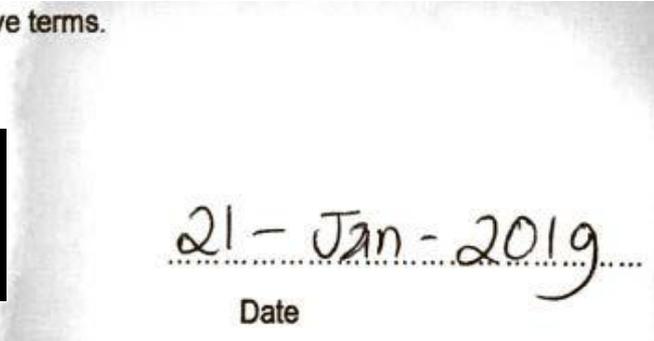


Marina Thomas
Company Secretary

I hereby confirm acceptance of the above terms.



Caroline Silver



21 - Jan - 2019
Date

⁴ Included in your introductory pack which will be issued after your appointment has been approved.