



**LETTER OF APPOINTMENT OF INDEPENDENT
DIRECTORS**

Date:

To:

<Name & Address>

Subject: Letter of Appointment (LOA) for Independent Director of the Company

Dear <Name of Director>,

At the outset, we would like to thank you for your confirmation to act and hold office as an independent director ("**Board**") of Sona BLW Precision Forgings Limited, a public limited company incorporated under the laws of India, having its corporate office and registered office at Sona Enclave, Village Begumpur Khatola, Gurgaon-122004, ("**Company**"). You shall be hereinafter referred to in this letter of appointment ("**LOA**") as the "**Director**".

1. TERM

The Director shall be appointed as an independent director (as defined under the Companies Act, 2013 ("**Companies Act**")), which appointment shall be subject to the approval of the Board by way of a resolution and shall be effective from the date of such Board resolution or from a later date as may be specified therein ("**Appointment Date**") for a term of [•][•] years from the Appointment Date. The appointment shall also be subject to the approval of the shareholders of the Company. The Director will serve on the Board in accordance with the Companies Act.

2. DUTIES

- 2.1 On and from the Appointment Date, the Director shall perform all such duties and responsibilities as are consistent with the designation and in compliance with the policies of the Company and applicable law, including the Companies Act and the regulations of the Security and Exchange Board of India.
- 2.2 As advised by the Board, during the tenure of the directorship, the Director may be required to serve on one or more committees of the Board established by the Company. Upon appointment to any one or more committees, the Director will be provided the appropriate charter of the committee which sets out the functions of the committee.
- 2.3 As an independent director, the Director will be required to uphold ethical standards of integrity and probity; act objectively and constructively in the exercise of his duties; carry out his responsibilities in a bona fide, objective and independent manner with due and reasonable care, skill and diligence, in the interest of the Company.
- 2.4 If the Director contravenes any provision of the Companies Act, the Director may be punishable with fines under the Companies Act and may also be exposed to civil or criminal action.
- 2.5 The Director confirms that as on the date hereof and as on the Appointment Date, the Director: (a) has a valid director identification number (DIN: _____); and (b) meets the criteria for appointment set out under the Companies Act.



3. REMUNERATION

Subject to the provisions of the Companies Act and applicable law, in consideration for services to be rendered by the Director, on and from the Appointment Date, the Director shall be entitled to receive a fee of INR [●] (Rupees [●] only) per year, comprising of (a) sitting fees of INR [●] (Rupees [●] only) per Board or committee meeting attended by the Director and (b) annual fees, if any, payable to the Director (the "**Remuneration**"). Expenses relating to the Director participating in Company meetings, including board meetings, shall be reimbursed at actuals. Remuneration and other payouts shall be payable subject to the deduction of all statutory / applicable amounts and taxes.

4. TERMINATION

4.1 TERMINATION OF THE DIRECTORSHIP

- (a) The Director shall vacate the office of the director, if the Director meets any of the conditions of disqualification specified under the Companies Act.
- (b) The Director may terminate the directorship by issuing a notice of resignation to the Company.

4.2 CONSEQUENCE OF TERMINATION OR OTHER ACTIONS

Upon termination or cessation of Director's appointment with the Company:

- (a) The Director shall be only entitled to such dues as may be contractually payable in terms of this LOA until the last date of the directorship.
- (b) The Company and the Director shall make the requisite regulatory filings, within the time periods as may be prescribed under the Companies Act.
- (c) The Director shall return all property of, or relating to the Company as may be in the possession of the Director and received by the Director during the term of the directorship, including documents containing confidential information or other proprietary information of the Company and any letter of authority or power of attorney issued to Director.
- (d) The Company and the Director shall refrain from making any adverse written or oral statement or taking any action, which are disparaging, negative or capable of causing harm to the reputation of the other party or their respective affiliates, except as allowed or required by law.

5. CODE OF ETHICS

The Company has formulated and adopted a 'Code of Conduct' for all members of the Board which will be shared with the Director. The Director will be required to ensure compliance with and abide by the terms of such Code and any other at all times.

6. CONFIDENTIAL INFORMATION

The Director undertakes to hold Confidential Information in a fiduciary capacity for the benefit of the Company. Any disclosure of Confidential Information pursuant to the requirements of law may be undertaken by the Director only after informing the Company within a reasonable time prior to making such disclosure so as to enable the Company to take necessary steps to ensure such disclosures are limited to the maximum extent possible under law. For the purposes of this LOA, "**Confidential**



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Information" means information relating to the Company or its affiliates, which is for the time being confidential to the Company or is treated as confidential by it.

7. DATA PROTECTION

In accordance with the applicable data protection laws, the Director consents to the Company collecting, and processing, personal data or information, relating to the Director, collected during the term hereof, for the purpose of the Company's business and for compliance with applicable laws, which will be handled in accordance with the Company's internal policy.

8. DIRECTORS & OFFICERS LIABILITY INSURANCE COVERAGE

The Director will be covered under the existing Directors & Officers Liability Insurance coverage obtained by the Company, covering eligible legal actions which might be initiated against directors of the Company.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This LOA shall be governed, interpreted, construed and enforced in accordance with the laws of India, and subject to Clause 9.2, the Courts at [●] shall have exclusive jurisdiction to settle any dispute under this LOA.

9.2 All disputes and differences arising out of or in connection with any of the matters set out in this LOA and the appointment of the Director, shall be resolved by arbitration in [●] in accordance with the Arbitration and Conciliation Act, 1996. The Company shall appoint 1 (one) arbitrator, the Director shall appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall appoint a third presiding arbitrator. The language of the arbitration shall be English. The decision of the arbitral tribunal shall be final and binding.

10. SURVIVAL; ENTIRE AGREEMENT

Termination of this LOA or the cessation of directorship shall not affect those provisions hereof that by their nature are intended to survive the termination. Except as otherwise stated herein, this LOA contains the entire understanding and agreement between the parties with respect to the Director's directorship with the Company. The Director represents and acknowledges that in accepting and executing this LOA, the Director does not rely and has not relied upon any representation or statement made by the Company or its agents, representatives or attorneys which is not set forth in this LOA.

11. CO-OPERATION

During the term of this LOA and the directorship, and at any time thereafter, the Director agrees to reasonably cooperate, (i) with the Company in the defense of any legal matter; and (ii) with all government authorities on matters pertaining to the Company or any subsidiary or affiliate of the Company, in each case, relating to the Director's period of service and not adverse to the Director. The Company will reimburse the Director for any reasonable travel and out-of-pocket costs and expenses incurred by the Director in providing such cooperation.



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12. FURTHER ACTIONS

The parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may be reasonably required to give effect to the terms of this LOA.

If the terms of this LOA are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter to the Company.

We thank you for your support and wish you the very best.

Yours Sincerely,

FOR Sona BLW Precision Forgings Limited

CHAIRMAN

I have read and understood the terms of my appointment as an independent director of the Board of the Company and I hereby affirm my acceptance to the same.

(DIRECTOR)

Name:

Date: