

**TERMS OF APPOINTMENT OF INDEPENDENT DIRECTORS (“APPOINTMENT”)
OF SHIVOM MINERALS LIMITED (“THE COMPANY”)**

Terms and Conditions related to appointment of Independent Directors, subject to and in conformity with the Articles of Association of the Company, the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended time to time).

1. APPOINTMENT:

- A. Your appointment is subject to the maximum permissible Directorships that one can hold as per the provisions of Section 165 of the Companies Act, 2013 and the relevant clause of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulations**”) as and when applicable.
- B. The term Independent Director should be construed as defined under Section 149 of the Companies Act, 2013 and the relevant clause of the Listing Regulations.
- C. The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the relevant clause of the Listing Regulations. Accordingly, you shall hold office for an initial term of up to five years, as specified above, unless otherwise terminated earlier by and at the discretion of either party.
- D. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.
- E. As an Independent Director, you will not be liable to retire by rotation pursuant to the provisions of the Companies Act, 2013. The re-appointment 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. Reappointment would be considered based on the outcome of the performance evaluation process and the Director continuing to meet the independence criteria.
- F. You may be requested to be a member/ Chairman of any one or more Committees of the Board Directors which may be constituted from time to time. The Board shall look forward to your active participation in the Board and Committee Meetings and facilitate to bring independent judgment to the Board.

2. ROLES, DUTIES AND RESPONSIBILITIES

2.1. You will perform your fiduciary duties in a responsible manner and your general legal responsibilities to the Company will be at par with a non- executive director.

2.2. You shall act in accordance with the Articles of Association of the Company and while discharging your duties, comply with the requirements of Section 166 and Schedule IV to the Companies Act, 2013 (“the Act”).

2.3. You will be held liable only in respect of such acts of omission or commission by the Company which have occurred with your knowledge, attributable through Board processes, and with your consent or where you have not acted diligently.

2.4 You shall act in good faith in order to promote objectives of the Company for the benefit of its Members as a whole and in the interest of the Company.

2.5 You shall discharge your duties with due and reasonable care, skill and diligence.

2.6 You shall not involve yourself in a situation in which you may have direct or indirect interest that conflicts or possibly may conflict with the interest of the Company.

2.7 You shall not achieve or attempt to achieve under undue gain or advance either to yourself or to your relatives, partners or associates.

2.8 You shall not assign the office of Director and any assignments so made shall be void.

2.9 You shall also comply with the provision regarding maximum number of Directorship as contained in Companies Act, 2013 as amended from time to time.

2.10 You shall satisfy yourselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible.

2.11 You shall safeguard the interest of all the stakeholders, particularly the minority shareholders.

In addition to the above requirements applicable to all Directors, the role of the Non- Executive Independent Director has the following key elements:

Strategy: Independent Directors to constructively contribute to the development of the Company’s strategy;

Performance: Independent Directors to oversee the performance of the Management in meeting agreed goals and objectives and monitor the reporting of performance.

Risk: Independent Directors to evaluate and ensure that financial information is accurate, and should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

People: Independent Directors are responsible for determining appropriate levels of remuneration of Executive Directors and the process of succession planning and also have a prime role in appointing, and where necessary, removing Senior Management;

Reporting: Independent Directors take responsibility for the processes for accurately reporting on performance and the financial position of the Company; and

Compliance: Independent Directors should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

Further, there are certain other Code of Conduct and Practices & Procedures for all Directors, which are required to be abide by the Independent Directors also.

3. CODE FOR INDEPENDENT DIRECTOR:

The Company has relied on the declaration received from you that you meet the criteria of independence as provided in Section 149(6) of the Act.

You shall conform to the standards of professional conduct for Independent Directors as specified in Section 149(8) read in conjunction with Schedule IV of the Act.

You will be required to comply with applicable provisions of any code of conduct framed by the Board for all Board members and Senior Management of the Company.

4. RESTRICTIONS:

During the term of appointment, pursuant to the Companies Act, 2013 (as amended from time to time), you shall not serve as:

- (a) An independent director in more than the prescribed number of companies and
- (b) A committee member of more than the prescribed number of committees including chairmanship of such committees.

During the term of appointment, you shall not indulge in forward dealings in securities of the Company which is prohibited under the under the applicable and governing laws in force. You are prohibited from dealing in the Company's securities when the trading window is closed. You are expected to comply with the Company's code for securities dealing as well as with the concerned provisions of the Insider Trading Laws and Regulations, if the shares of the Company are listed at a future date. During the term of appointment, (a) you will not enter into any agreement for yourself or on behalf of any other person, with any shareholder or any other third party with regard to compensation or profit sharing in connection with dealings in the securities of the Company; and (b) you will not enter into any such agreement referred to in (a) above without obtaining the prior approval from the Board of Directors as well as public shareholders of the Company.

5. REMUNERATION:

As Independent Director you would be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as determined by the Board of Directors of the Company (in accordance with the provisions of law) from time to time for the director's services as an Independent Director. The payment of sitting fees will be within the limits mandated under the Companies Act, 2013 and Rules made thereunder (as amended from time to time). They are also entitled to receive the reimbursement of the expenses incurred by them for attending the Meeting of the Board and/or Committees. Further, you will also be paid remuneration by way of commission as may be approved by the Board within an overall ceiling approved by the Shareholders.

6. REIMBURSEMENT OF EXPENSES:

In addition to the remuneration described above the Company will for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in performing your role and duties which are reasonable and properly documented, as specified in Articles of Association of the Company.

7. COMMITMENT:

As you accept the position of Independent Director, you hereby attest to being able to set aside enough time to carry out the responsibilities of the position and attend the Board or Committee(s) meetings. In addition to such attendances, you will be expected to devote appropriate preparation time ahead of each meeting.

8. EVALUATION PROCESS:

As a member of the Board, performance as well as the performance of the entire Board and its Committees shall be evaluated annually. 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 of the Board 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.

Separate Meeting:

Independent Directors are required to hold at least one meeting in a year without the attendance of non-independent Directors and members of the Management wherein they are requested to:

- a. Review the performance of non-independent directors and the Board as a whole;
- b. Review the performance of the Chairperson of the Company, taking into account the views of executive directors and non-executive directors;
- c. Assess the quality, quantity and timeliness of flow of information between the Company management and the Board that it is necessary for the Board to effectively and reasonably perform their duties.

9. TRAINING AND DEVELOPMENT:

The Company conducts induction program for its Independent Directors familiarising them with Company's management team and business operations. The Company updates the Directors on regulatory changes through various notes and presentations.

10. ACCESS TO INDEPENDENT PROFESSIONAL ADVICE:

All directors are entitled to obtain independent professional advice relating to the affairs of the [company] or to their responsibilities as directors. If, in your own case, you consider such advice is necessary, you should first discuss it with the chair. Subject to the prior approval of the chair, the cost of

the advice will be reimbursed by the [company] but you should ensure, so far as is practicable, that it is reasonable.

11. CONFIDENTIALITY:

- All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following cessation to third parties without prior clearance from Competent Authority unless required by the law or by the rules of any Stock Exchange or other Regulatory Authority.
- The restriction shall cease to apply to any confidential information that becomes generally available to the public.
- You acknowledge the need to hold and retain company information (in whatever format you receive it under appropriately secure conditions.
- You will not, except with the prior written consent of the Company, be in any way connected with or interested in any business in competition with that of the Company. This does not prevent you from holding equity or other securities in other companies, however it is expected that you will not serve on the Boards of competing companies.
- Your attention is also drawn to the requirements under the applicable regulations and the Company's- Code of Conduct for Board Members and Senior Management Executives, and also Code of Conduct for Prohibition of Insider Trading which concern the disclosure of price sensitive information and dealing in the securities of Shivom Minerals Limited. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements.
- The prohibition on disclosure of price sensitive information, insider trading and forward dealing in the securities of any listed Group Entities of Shivom Group is applicable to you.
- You hereby agree that, both during and after the term of appointment, you will not use for your own benefit, or disclose or permit the disclosure of any confidential information relating to the Company, which you may acquire by virtue of your position as an Independent Director, including, without limitation, any information about the deliberations of the Board of Directors.

12. CHANGES TO PERSONAL DETAILS

You shall advise the company secretary promptly of any change in your address or other personal contact details.

13. DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS:

During the term, you agree to 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 an Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary.

During your term, you agree to promptly provide a declaration under Section 149 (7) of the 2013 Act, upon any change in circumstances which may affect your status as an Independent Director. The Company must be informed by the Director of any relation with any other Director or may have material interest in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than when transaction or arrangement comes up at the Board meeting so that the minutes may record your interest appropriately and records to be updated accordingly. Further, the details regarding any relation with the Directors of the Company may be informed as on the date of appointment and from time to time as and when there is change.

14. TERMINATION:

A. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice to the Board.

B. Continuation of your appointment shall be subject to the Nomination Policy of the Company in force from time to time and is contingent on your getting re- elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

C. Your directorship on the Board of the Company shall terminate or cease in accordance with the provisions of the Companies Act, 2013, the Listing Regulations, any other act or regulations for the time being in force and the Articles of Association of the Company.

Without prejudice to the generality of the foregoing, your directorship on the Board of the Company would terminate if:

- (i) your performance is found to be unsatisfactory;
- (ii) you fail to make substantive contributions in your capacity as a member of the Board of the Company; your professional integrity is compromised or seen to be comprised;
- (iii) your conduct is unbecoming of a director of the Company; and
- (v) you fail to meet the legal requirements applicable to an independent director of the Company, including with respect to who constitutes an 'independent director'.

15. PUBLICATION OF LETTER:

In line with the provisions of Schedule IV to the Act, the letter of appointment will be open for inspection by any member and the Company will also post the terms and conditions of the appointment on the Company's website www.shivomminerals.com

16. GOVERNING LAW:

The Appointment and the terms hereunder are governed by the laws of India, and subject to jurisdiction of Courts in Orissa.

17. RELATIONSHIP:

This appointment letter constitutes neither a contract for services nor a service contract. There will be no relationship of employer and employee as a consequence of appointment as an Independent Director of the Company.

18. AUTHORITY:

This letter of appointment is issued under the authority of the Board.

If you are willing to accept these terms of appointment relating to your appointment as a Non-Executive Independent Director of Shivom Minerals Limited, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.