

TERMS & CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTORS

PRIVATE AND CONFIDENTIAL

Date:

To
Mr. _____

Subject: Letter of Appointment as a Non-Executive Director

Dear Sir

This letter confirms your appointment as a Non-Executive Director of the Company (the Appointment) and outlines the terms of the Appointment.

Appointment

1. The Appointment is for a term of 5 consecutive years upto the conclusion of the _____ AGM to be held in the year _____ (the **Termination Date**). Unless the Appointment is renewed on or prior to the Termination Date, you undertake to resign as a Director of the Company immediately after the Termination Date. The Appointment will be subject to the Company's Articles of Association (a copy of which has been provided to you) and any necessary resolution of shareholders.
2. Notwithstanding the other provisions of this letter, the Appointment may be terminated at any time by the Company in accordance with the Company's Articles of Association or The Companies Act 2013, or upon your resignation. Upon such termination or resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of the Appointment.
3. During the Appointment you may be asked to serve on one or more of the Board committees including Audit, Nomination and Remuneration Committees and you have been provided with copies of the terms of reference for each of those committees.
4. You are considered to be an independent Non-Executive Director and will be identified as such in the annual report and other documentation. If circumstances change, and you believe that your independence may be in doubt, you should inform the same to the company/Chairman/Company Secretary as soon as practicable.

Role

5. You will be expected to participate as an active member of the Board and :
 - attend all Board meetings
 - accept membership of Committees and attend all committee meetings
 - attend General Meetings
 - attend strategic planning sessions
 - accept subsidiary company directorships if required.

- Attend atleast one independent director’s meeting to be held during the year.
6. It is expected from you to devote such number of days as may be required to fulfil your directorial duties, including adequately preparing for meetings, attendance and undertaking allocated follow-up tasks, office and site visits as necessary, as well as being available for ad hoc discussions from time-to-time.
7. As a Non-Executive Director you have the same general legal responsibilities to the Company as any other Director. As an officer of the Company you will be expected to act at all times in accordance with the Company’s Articles of Association and comply with the Company’s corporate policies and procedures that relate to your role as a Director covering such areas as corporate governance, privacy and travel. Copies of these will be provided to you.
8. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company’s affairs. The Board:
- provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
 - sets the Company’s strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
 - sets the Company’s values and standards and ensures that its obligations to its shareholders and others are understood and met.
9. In addition to these requirements of all Directors, the role of the Non-Executive has the following key elements:
- **Strategy:** Non-Executive Directors should constructively challenge and contribute to the development of strategy;
 - **Performance:** Non-Executive Directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
 - **Risk:** Non-executive Directors should satisfy themselves that financial information is accurate and that financial controls and systems of risk management are robust and defensible; and
 - **People:** Non-executive Directors are responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing, and where necessary removing, senior management and in succession planning.

Fees

10. You will be paid sitting fees for attending various Board meetings, committee meetings and annual general meeting subject to Company’s policy.

11. In addition of sitting fees for every meeting attended by you, may be paid all the travelling hotel and other expenses properly incurred by you as may be decided by the Board of directors from time to time in attending and returning from the various meeting or in connection with the business of the Company.

Expenses

12. In addition to the fee described in 10 above, the Company will reimburse you for all reasonable and properly documented expenses you incur in performing your role. You should submit any details of expenses incurred to the Company Secretary.

13. During the Appointment, circumstances may arise in the furtherance of your duties as a Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. A copy of the Board's agreed procedure under which directors may obtain such independent advice is available from the Company Secretary. The Company will reimburse the full cost of expenditure incurred in accordance with this policy.

Other directorships and business interests

14. The Company acknowledges that you have business interests other than those of the Company and that you shall duly disclose the same in compliance to the provisions of section 184 and other applicable provisions of The Companies Act, 2013 and rules made there under. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Chairman/Company Secretary as soon as they become apparent.

15. During your appointment as a Director you will consult with the Chairman of the Company prior to accepting any other directorships of publicly quoted companies, or any major external appointments. 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. In addition, you must notify the Company Secretary immediately of any changes in other directorships with details of the appointment or resignation.

Code of conduct

16. During the Appointment you will comply with relevant regulations issued or as may be issued by the Securities Exchange Board of India (SEBI) , Stock Exchanges, Ministry of Corporate Affairs and such other requirements as the Board of Directors may from time to time specify.

Notifiable interests

20. While the Company is listed on the National Stock Exchange Limited and Bombay Stock Exchange Limited, you:

- (a) must promptly provide the Company with the information specified in schedule 1 at the dates and within the periods specified in schedule 1; and
- (b) authorise the Company to give that information to the National Stock Exchange Limited and Bombay Stock Exchange Limited on your behalf and as your agent

Confidentiality

17. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non- Executive Director of the Company.

18. Your attention is 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 Chairman or Company Secretary.

19. On termination of the Appointment you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position as a Non-Executive Director of the Company. The Company is able to arrange the disposal of papers that you no longer require.

Review process

20. The performance of individual Directors and 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 as soon as is appropriate.

For the purposes of this letter **Group Company** shall mean the Company and any of associate company, subsidiary companies, or holding company(ies) from time to time. A company shall be deemed to be an associate company, subsidiary company or holding company as per the provisions of The Companies Act 2013 and rules made there under.

This appointment letter constitutes neither a contract for services/employment nor a service/employment contract.

This Letter is governed by, and shall be construed in accordance with the laws of India and the parties agree to submit to the exclusive jurisdiction of the courts of Jaipur.

Please confirm your agreement to the above by signing and returning to me the enclosed duplicate of this letter.

Yours sincerely

For and on behalf of
Om Metals Infraprojects Limited

Director

I have read and agree to the above terms regarding my appointment as a Non-Executive of Om Metals Infraprojects Limited

Signed: _____

Dated: _____

SCHEDULE 1

Introduction

Following its listing on the National Stock Exchange Limited (NSE) & Bombay Stock Exchange Limited (BSE) the Company will be required, under the Listing Agreement, to disclose to Stock Exchanges details of the Company's directors' interests in securities of the Company, and in contracts relevant to such securities. The Company is also required to enter into an agreement with directors under which directors are obliged to provide the necessary information to the Company.

For the purposes of this Schedule, 'securities' means securities of the Company or a related body corporate of the Company.

Ongoing disclosure

1. The Non-Executive Director will provide the following information:

(a) Details of changes in securities registered in the Non-Executive Director's name other than changes occurring as a result of corporate actions by the Company. These details include the date of the changes, the number and class of the securities held before and after the change, and the nature of the change, for example on-market transfer. The Non-Executive Director will also provide details of the consideration payable in connection with the change, or if a market consideration is not payable, the value of the securities the subject of the change.

(b) Details of changes in securities not registered in the Non-Executive Director's name but in which the Non-Executive Director has a relevant interest within the meaning of section 9 of the Corporations Act 2001 (Cth). These details shall include the date of the change, the number and class of the securities held before and after the change, the name of the registered holder before and after the change, and the circumstances giving rise to the relevant interest. The Non-Executive Director will also provide details of the consideration payable in connection with the change, or if a market consideration is not payable, the value of the securities the subject of the change.

(a) Details of all changes to contracts (other than contracts to which the Company is a party) to which the Non-Executive Director is a party or under which the Non-Executive Director is entitled to a benefit, and that confer a right to call for or deliver shares in, debentures of, or interests in a managed investment scheme made available by, the Company or a related body corporate. These details include the date of the change, the number and class of the shares, debentures or interests to which the interest relates before and after the change, the name of the registered holder if the shares, debentures or interests have been issued, and the nature of the Non-Executive Director's interest under the contract.

2. The Non-Executive Director will provide the following information as at the date of ceasing to be a director of the Company:

(a) Details of all securities registered in the Non-Executive Director's name. These details include the number and class of the securities.

(b) Details of all securities not registered in the Non-Executive Director's name but in which the Non-Executive Director has a relevant interest within the meaning of section 9 of the Corporations Act 2001(Cth). These details include the number and class of the securities, the name of the registered holder and the circumstances giving rise to the relevant interest.