



## LETTER OF APPOINTMENT

Date: August 26<sup>th</sup> 2017

MR. RAGHUPATHY GOUD THEEGALA,  
DIN: 07785738  
#1-8-506/55, Prakash Nagar  
Near Registration Office, Begumpet  
Secunderabad, Telangana, India – 500016  
e-mail: theegala3@yahoo.com

Pursuant to the decision of the Board of Directors in its meeting held on 11/08/2017 and the approval of the Shareholders in the Adjourned 20<sup>th</sup> Annual General Meeting held on 26<sup>th</sup> August 2017, I am writing to confirm our decision to appoint you as Independent Director on the Board of Directors of APOLLO MICRO SYSTEMS LIMITED (hereinafter referred to as APOLLO MICRO SYSTEMS or AMS or the Company) with effect from 21<sup>st</sup> August, 2017. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

### 1. APPOINTMENT

1.1 Subject to the provisions Section 149 and 152 and other applicable provisions of the Companies Act, 2013 ('Act') read with Clause 49 of the Listing Agreement to the extent applicable as amended and the Companies (Appointment and Qualification of Directors) Rules, 2014 ('Rules') You will be appointed as a Non-Executive Independent Director on the Board of Directors of APOLLO MICRO SYSTEMS LIMITED with effect from 21<sup>st</sup> August, 2017.

1.2. Your term of appointment is for a period of 5 (five) years.

1.3 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 Listing Agreement, to the extent applicable. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of the Companies Act, 2013.

### 2. COMMITTEES

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

### 3. TIME COMMITMENT

3.1 As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least four

---

## APOLLO MICRO SYSTEMS LIMITED

Regd. Off: Plot No. 128/A, Road No. 12, BEL Road, IDA-Mallapur, Uppal Mandal, R.R. Dist – 500076, Telangana, India.

Tel No: 040 – 27167000 – 099, Fax No: 040 - 27150820

cs@apollo-micro.com, www.apollo-micro.com

CIN No: U72200TG1997PLC026556

times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Investors/Shareholder's Grievance Committee-cum-Share Transfer Committee-cum-Stakeholders Relationship Committee ("Stakeholder's Relationship Committee"), Corporate Social Responsibility Committee (CSR Committee), Risk Management Committee, IPO Committee. You will be expected to attend Board, Board Committees to which you may be appointed as member and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Hyderabad.

3.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

#### **4. ROLE AND DUTIES**

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement to the extent applicable. There are certain duties prescribed by the 'Act' for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company. Please refer to clause 7 for full explanation on conflict of interest.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

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

**Strategy:** Non-Executive Directors should constructively challenge, help and develop proposals on strategy;

**Performance:** Non-Executive Directors should scrutinise the performance of management in meeting agreed goals and objectives;

**Risk:** Non-Executive Directors should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

**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 Executive Directors and in succession planning;

**Reporting:** Non-Executive Directors take responsibility for the processes for accurately reporting on performance and the financial position of APOLLO MICRO SYSTEMS LIMITED; and

**Compliance:** Non-Executive Directors should keep governance and compliance with the applicable legislation and regulations under review and the conformity of APOLLO MICRO SYSTEMS LIMITED practices to accepted norms.

## **5. STATUS OF APPOINTMENT**

5.1 You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board.

## **6. REIMBURSEMENT OF EXPENSES**

In addition to the remuneration described in paragraph 5, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

## **7. CONFLICT OF INTEREST**

7.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

7.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to both the Chairman and the Secretary.

## **8. CONFIDENTIALITY**

All information acquired during your appointment is confidential to APOLLO MICRO SYSTEMS LIMITED and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body to the extent applicable. On reasonable request, you shall surrender any documents and other materials made available to you by APOLLO MICRO SYSTEMS LIMITED.

Your attention is also drawn to the requirements under the applicable regulations and the APOLLO MICRO SYSTEMS LIMITED Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of APOLLO MICRO SYSTEMS LIMITED. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

## **9. INDUCTION**

Immediately after your appointment, you will be invited to attend an initial induction session and, thereafter, ongoing training and familiarisation sessions, including briefings from management and site visits. Please avail yourself of these opportunities as fully as is appropriate to your personal circumstances.

## **10. EVALUATION**

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re appointment on the Board shall be subject to the outcome of the yearly evaluation process.

## **11. INDEPENDENT PROFESSIONAL ADVICE**

There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

## **12. DISCLOSURE OF INTEREST**

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

## **13. CODE OF CONDUCT**

During the tenure of your appointment, you are required to comply with the code of conduct adopted by the Board of Directors and to comply with Schedule IV of the Companies Act, 2013 and applicable clauses of the Listing Agreement, SEBI rules and Regulations for prohibition of Insider trading and other related issues from time to time.

## **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 on the Board.
- b). Continuation of your appointment is in accordance with provisions of Companies Act, 2013, Rules made there under and the Articles of Association of the Company, from time to time in force.
- c). Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company and the provisions of the Companies Act, 2013 and rules made there under as amended.

## 15. GOVERNING LAW

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts and the Courts in Hyderabad shall have exclusive jurisdiction.

If you are willing to accept these terms of appointment relating to your appointment as a non executive Independent Director of APOLLO MICRO SYSTEMS LIMITED, kindly confirm your acceptance of these terms by signing and returning to us the enclosed duplicate copy of this letter.

Yours sincerely

For APOLLO MICRO SYSTEMS LIMITED

  
**KARUNAKAR REDDY BADDAM**  
Managing Director  
DIN: 00790139

