

# ANDHRA PRADESH TANNERIES LIMITED

## *Terms and Conditions of Appointment of Independent Directors*

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The terms and conditions of appointment of the Independent Directors are subject to the provisions of the applicable laws, including Companies Act, 2013 and Clause 49 of the Listing Agreement (as amended from time to time) and the Articles of Association of the Company.

The broad terms and conditions of your appointment as an Independent Director of the Company are reproduced hereunder:

1. **Term of Appointment:**

Your appointment in the capacity of an Independent Director is for a term of 5 (five) consecutive years. The same can be extended for another term of upto 5 (five) consecutive years upon the recommendation of the Nomination and Remuneration Committee and the Board after carrying out a performance evaluation as per the policy approved by the Board. The appointment is however, subject to your continuing to meet the criteria for "Independence" mentioned in Section 149 of the Act and the Listing Agreement entered into with the Stock Exchanges.

2. **Expectations of the Board of Directors:**

As per the Articles of Association of the Company, the powers of management of the Company are vested in the Board of Directors. The Board recognises the high level of knowledge, skills and experience that you possess and it is therefore expected that you will perform your duties efficiently and diligently.

We look forward to your invaluable inputs and guidance on the above matters whenever placed before the Board or its Committees for discussion and approval.

3. **Committees of the Board of Directors:**

The Company being a listed company has to constitute Committees of the Board of Directors, as per the Companies Act, 2013 (including any statutory modification or re-enactment thereof) (the Act) and also as specified in the Listing Agreement.

You may be expected to serve on any Committee(s) within the statutory limit laid down in the Act or Clause 49 of the Listing Agreement entered into with the Stock Exchanges from time to time. The terms of reference of such Committee(s) and the tasks to be performed by them shall be communicated to you. You may also be expected to serve on any non-statutory Committee of the Board formed for a specific purpose.

**4. Duties and liabilities:**

As Director of the Company, you shall be responsible for and perform the professional duties in accordance with Section 166 of the Companies Act, 2013 (the Act) and the Rules made there under and Schedule IV of the Act.

In addition, you will also be responsible for:

- a) Abiding by the provisions laid down in Section 149 (8) read with Schedule IV- Code for Independent Directors of the Act.
- b) Complying with all statutes, rules and regulations as may be applicable to you / the Company, including any conditions which may be imposed on directors/the Company by the Central Government.
- c) Observing the Policy on Code of Conduct for Board Members and Senior Management adopted by the Company.
- d) Observing all other Policies and/or Regulations framed and / or adopted by Company to the extent applicable to the Directors from time to time and any non-observance thereof shall be treated as breach of duty and you shall be liable for the same.

**5. Vacation of Office:**

You shall vacate office upon occurrence of any of the events mentioned in Section 167 of the Act inter alia including, absenting yourself from all the meetings of the Board of Directors held during a period of 12 (twelve) months with or without seeking leave of absence.

**6. Non compete and non solicitation:**

You shall not directly or indirectly, during the term of your appointment along with any extension in the term and for a period of 2 (two) years following the expiry of the term or termination:

- a) act as partner, advisor, consultant, manager, trustee or agent of or for any person carrying on business that directly or indirectly competes with the business of the Company or otherwise engage yourself in any business that directly or indirectly competes with the business of the Company;
- b) seek to contract with or engage (in such a way as to adversely affect the Company) any person who has been contracted with the Company or engaged or employed by the Company.

**7. Confidentiality:**

You will not at any time (a) retain or use for your benefit, purposes or account any information; (b) disclose divulge, reveal, communicate, share, transfer or provide access to any person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information - including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals - concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates.

Upon end of the term or termination of your directorship with the Company for any reason, you shall immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in your possession or control (including any of the foregoing stored or located in your office, home, laptop or other computer, whether or not Company property).

**8. Dealing with Price Sensitive Information:**

You shall maintain the confidentiality of all Price Sensitive Information available with you. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. You shall ensure compliance with the Code of Conduct for Prevention of Insider Trading adopted by the Company pursuant to the Securities and Exchange Board of India (Prevention of Insider Trading) Regulations, 1992 and shall also ensure compliance with Section 195 of the Act.

**9. Remuneration:**

Upon recommendation of the Nomination and Remuneration Committee and approval of the Board subject to approval of the shareholders in the General Meeting, wherever applicable and in accordance with the applicable provisions of the Act, the Independent Directors may be paid the following remuneration:

- a) Sitting fees for attending the meetings of the Board of Directors or any Committee thereof are determined and reviewed from time to time by the Board. Currently, the Sitting Fees paid by the Company for attending each meetings are as under:

<b>Sr. No.</b>	<b>Name of the Meeting/ Committee Meeting</b>	<b>Amount (in Rs.) Per meeting</b>
1.	Board Meeting	NIL
2.	Audit Committee Meeting	NIL
3.	Nomination and Remuneration Committee Meeting	NIL
4.	Stakeholders' Relationship Committee Meeting	NIL
5.	Any other Committee	NIL

- b) Remuneration for any service rendered by you to the Company which is of a professional nature which in the opinion of the Nomination and Remuneration Committee is within the realm of your professional qualifications.
- c) Reimbursement of any expenses incurred for attending the meetings of the Board or any Committee or shareholders.
- d) The above payments shall be subject to applicable taxes, if any.

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