

Draft Letter of Appointment to be issued to Independent Directors on Appointment at the ensuing AGM on 25th Sept, 2014.

[On the letter head of N2N]

To,

[insert name of independent director]

[insert address],

Dear Sir,

Re: Your Appointment as the Independent Director of N2N Technologies Limited.

We are pleased to advise you that at the Annual General Meeting held on 25th Sept, 2014, shareholders have approved your appointment as an Independent Director of the Company as per the provisions of the Companies Act to hold office for five consecutive years from 25thSept, 2014.

A. Preliminary

Your appointment is subject to the following:

1. During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149 (7) of the Companies Act, 2013("Act") stating that you meet the criteria of Independence.
2. So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a chairman or committee member will not exceed the limit stipulated under the Companies Act and the Listing Agreement.
3. So long as you are an Independent Director of the Company, you will ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Companies Act.
4. You will ensure compliance with other provisions of the Act and the listing Agreement as applicable to you as an Independent Director.

B. Term

Your Appointment is for a term of 5 years commencing from 25th Sept, 2014.

C. Committees

You have been appointed on the following Committees of the Board (As applicable to the respective Director):

- (i)
- (ii)

D. Code of Conduct and Duties and Responsibilities

1. You will abide by the N2N Code of Conduct to the extent applicable to an Independent Director of the Company as enclosed herewith and amended time to time (uploaded on the Company Website).

2. You will abide by the guidelines of professional conduct, role, function and duties as an Independent Directors provided in Schedule IV of the Companies Act, 2013, as enclosed herewith and amended time to time (uploaded on the Company Website).

3. You will not hold office as a Director or any other office in a competing firm/entity.

4. You are expected to stay updated on how best to discharge your roles, responsibilities, and duties and liabilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.

5. You are expected to:

(i) take decisions objectively and solely in the interests of the Company;

(ii) facilitate Company's adherence to high standards of ethics and corporate behavior;

(iii) guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes, required if any;

(iv) guide the Board in monitoring and managing potential conflicts of interest of Management, Board Members and Stakeholders, including misuse of corporate assets and abuse in related party transactions;

(v) guide the Board in ensuring the integrity of the Company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.

E. Performance Evaluation

Your reappointment or extension of term and your remuneration will be recommended by the Nomination and Remuneration Committee of the Board, pursuant to a performance evaluation carried out by the Board.

F. Remuneration

1. Your annual remuneration will be as under:

(a) sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time (Presently Rs. 10,000 for Board Meeting & Rs. 5000 for all mandatory committee meeting), and

(b) Commission that may be approved by shareholders & determined by the Board payable at the end of each financial year will be based on the performance of the Company and your performance evaluated by the Board of Directors.

2. You will be entitled to reimbursement of expenses incurred by you in connection with attending the Board meetings, Board Committee meetings, general meetings and in relation to the business of the Company towards Hotel accommodation, travelling & other out of pocket expenses.

3. Pursuant to applicable law, you will not be entitled to any stock options.

G. Insurance

Currently the Company do not have any insurance coverage for its Board Members , however company may on board's approval, will provide such facility to all its Directors and will pay the premiums therefore , as Directors and Officers insurance cover while acting in their capacities as Directors.

H. Training

You will be entitled to the benefit of a training program to familiarize yourself with the business and affairs of the Company, growth plans, the peculiarities of the industry in which the Company operates its goals and expectations and long term plans and objectives.

I. Confidentiality etc,

You will have access to confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records,

data, documents, reports, etc., client information, intellectual property rights (including trade secrets), (“Confidential Information”).

You shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the Company.

Yours faithfully,

Chairman

Agreed and Accepted

[Insert name of independent director]