

SPECIMEN APPOINTMENT LETTER OF INDEPENDENT DIRECTORS

To,

Dear Sir / Madam,

Sub: Appointment as Independent Director and Non Executive Director

We thank you for your confirmation to **B2B SOFTWARE TECHNOLOGIES LIMITED** (the "**Company**") that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("**Companies Act, 2013**") and also for your consent to hold office as a director of the Company.

Pursuant to your confirmation, we are pleased to confirm that the Board of Directors of our Company has approved your appointment as an Independent Director on the Board of the Company subject to the approval of the members at the Annual General Meeting of the Company.

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extent provisions of the (i) Applicable laws, including Companies Act, 2013 and (ii) Articles of Association of the Company ("**AOA**").

Appointment:

Your appointment is for a term upto five years *i.e. from 1st April, 2014 upto 31st March, 2019*, unless terminated earlier or extended, as per the provisions of this letter or applicable laws ("**Term**").

As an Independent Director, you will not be liable to retire by rotation.

Re-appointment for another term of maximum period of five years at the end of the current term shall be based on the approval of the Board and shareholders by way of Special Resolution. Your re-appointment would be considered by the Board based on the outcome of the performance evaluation process and your continuity to meet the independence criteria.

1. Role, Duties, Responsibilities and Governing Law

- i. As a member of the Board and along with the other Directors, you will be collectively responsible for meeting the objectives of the Board which include:
 - a. Requirements under the Companies Act, 2013
 - b. Responsibilities of the Board as outlined in the Corporate Governance

- c. Accountability under the Directors' Responsibility Statement
 - d. Overseeing the maintenance of high standards of the company and ethical conduct of business
 - e. Overseeing the Company's contribution in enhancing the quality of life of communities.
- ii. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the Companies Act, 2013. For your ready reference, the relevant provisions have been extracted and attached to this letter as an appendix.
 - iii. 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 court.

2. Time commitment

Considering the nature of the role of a director, it is difficult for a Company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

3. Board Committees

As advised by the Board, during the tenure of your office, you may be required to serve one or more Committees as established by the Board. Upon your appointment in any one or more Committee(s), you will be provided with appropriate Committee charter which sets out the functions of that Committee.

Your appointment on such Committee(s) shall be subject to the applicable regulations.

4. Remuneration

As an Independent Director, you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member as fixed by the Board from time to time.

In addition to the sitting fees, commission based on the profits made will be paid to you. This amount can be revised by the board from time to time considering performance of the company. Due to any reason, profits of the Company are inadequate, then this commission amount will be reduced.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/Committee Meetings, Annual General Meetings and Extraordinary General Meetings.

5. Code of Conduct

As an Independent Director of the Company, you agree to comply with the Code of Conduct for Board Members and Senior Management.

Unless specifically authorised by the Company, you shall not disclose Company and business information to public constituencies such as media, financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

You are required to sign a confirmation of acceptance of the Code of Conduct on annual basis.

6. Induction and Training

The Company shall, if required, conduct formal induction program for its Independent Directors which may include any or all of the following:

- a. Board roles and responsibilities, while seeking to build working relationship among the Board members.
- b. Company's vision, strategic direction, core values, ethics and corporate governance practices.
- c. Familiarization with financial matters, management team, business operations, meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange for training on all matters which are common to the entire Board.

7. 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 Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. We request you to confirm that, as on date of this letter, you have no such conflict of interest issues with your existing directorships.

During your term, you agree to promptly provide a declaration under Section 149(7) of the Companies Act, 2013, every year and upon any change in circumstances within 20 days which may affect your status as an Independent Director.

8. Changes of personal details

During the term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or contact number and personal details provided to the Company.

9. Termination

Your directorship on the Board of the Company shall terminate or increase in accordance with law apart from the grounds of termination as specified in the Companies Act, 2013.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating there as on for resignation and also to the Registrar of Companies (ROC). The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

10. Co-operation

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

11. Miscellaneous

This letter represents the entire understanding, constitutes the whole agreement in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and without any prejudice to the generality of the foregoing by excluding any warranty, condition or other undertaking implied at law or by custom.

No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

12. Acceptance of Appointment

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

Thanking you,

Yours faithfully,

For B2B SOFTWARE TECHNOLOGIES LIMITED

WHOLE TIME DIRECTOR

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and hereby affirm my acceptance to the same.

(INDEPENDENT DIRECTOR)