DRAFT LETTER OF APPOINTMENT OF INDEPENDENT DIRECTOR

Dear Sir/Madam,

Sub: Appointment as an Independent Director on the Board of Protean eGov Technologies Limited (formerly NSDL e-Governance Infrastructure Limited)

We are pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee and the Board, the members of Protean eGov Technologies Limited (formerly NSDL e-Governance Infrastructure Limited) ("Protean eGov" or "the Company") at their meeting held on _________, ____, have approved your appointment as an Independent Director on the Board of the company under the relevant provisions of the Companies Act, 2013.

We are pleased to have you on the Board and sure that the Board will benefit immensely from your rich knowledge and valuable experience.

This letter sets out the following terms of your appointment:

1. Compliance of eligibility criteria

1.1 As per the declaration dated _____, ____ provided by you, it is noted that you meet the criteria of being appointed as an Independent Director of the Company in terms of the provisions of Section 149 of the Companies Act, 2013 and Rules notified thereunder from time to time.

1.2 On a yearly basis, a declaration will have to be made to the company that you continue to meet the eligibility criteria.

1.3 In case of happening of any event, if you cease to meet the eligibility criteria for Independent Director, the company will have to be informed of the same and in that case you shall cease to become an Independent Director of the Company.

2. Term of appointment:

2.1 The members of Protean eGov at the General Meeting of the Company held on ______ __, ___ have appointed you as an Independent Director on the Board of Protean eGov under section 149, 152 and other applicable provisions of the Companies Act, 2013 and Rules notified thereunder, read with Schedule IV to the Act, as amended from time to time.

2.2 Tenure of your office will be for a period of three years w.e.f. ______, _____ and not be liable to retire by rotation.

2.3 Upon completion of the initial term of three years, your appointment as Independent Director can be renewed for another term if so recommended by the Nomination and Remuneration Committee and approved by the Board, subject to relevant provisions of the Companies Act, 2013 and Rules notified thereunder. Any term of renewal shall be subject to approval of the shareholders in the General Meeting. If your appointment is not so renewed, then upon completion of initial term it shall terminate automatically, with immediate effect.

2.4 There will be cooling period of three years from the cessation as an independent director after consecutive two terms till becoming eligible for fresh appointment. Provided that an Independent director shall not, during the said period of three years, be appointed in or be associated with the company in any other capacity, either directly or indirectly.

2.5 Continuation of your appointment is also contingent on satisfactory performance and any relevant statutory provisions relating to the removal of a director / vacation of office / disqualification of director and in terms of the Companies Act, 2013 and other provisions of the Companies Act, 2013 as amended from time to time and the Rules notified thereunder.

3. Expectation of the Board

3.1 The Board expects your active participation by providing vision and expert direction which will enable the company to achieve excellent performance and growth.

3.2 You may be required to serve on one or more committees of the Board. You will be provided with the relevant terms of reference on your appointment to such a committee. Any such appointment will be covered in a separate communication.

3.3 It is expected that taking into account all other commitments you may have, you are able to, and will, devote sufficient time to your duties as a non-executive Independent director.

4. Duties and Responsibilities

4.1 Performance of duties, whether statutory or fiduciary, is expected to be faithfully, efficiently and diligently carried out to a standard commensurate with both the functions of your role and your knowledge, skills and experience.

4.2 The provisions specified in Schedule IV under Section 149(8) along with the provisions of section 166 of the Companies Act, 2013 will have to be abided.

4.3 Any direct or indirect interest which you may have in any matter being considered at a Board meeting or committee meeting will have to be disclosed and you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest.

4.4 Unless specifically authorised to do so by the Board, you will not enter into any legal or other commitment or contract on behalf of the Company.

5. Remuneration

5.1 Subject to the provisions of sections 197 and 198 of the Companies Act, 2013 you will be entitled to sitting fees, reimbursement of expenses for participation in the meetings of the Board & its committees and commission as may be approved by the shareholders.

5.2 A sitting fee of __________/- shall be payable to you for attending each meeting of the Board and meetings of Independent Directors. Any change in the said fees will be communicated separately.

5.3 As a member of Committee constituted by the Board of the company / any additional Committee of the Board where the sitting fee is payable for attending the meeting shall be communicated separately.

5.4 The shareholders have decided to grant commission at one percent per annum of the net profits (after tax) of the Company, to the Non-Executive Directors of the Company in the proportion as may be decided by the Nomination and Remuneration Committee from time to time for a period of five years commencing from ___________.

5.5 The Company will reimburse all reasonable and properly-documented expenses you incur in performing duties of your office.

5.6 All fees / commission etc. will be paid by way of a cheque drawn in your favour/ direct credit to your bank account and are subject to income tax and other statutory deductions.

6. Code of Conduct and Ethics

6.1 The Company expects its independent directors to strictly adhere to the code prescribed under schedule IV of Section 149 (8) of Companies Act, 2013.

6.2 You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without prior clearance from the company. This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.

6.3 You acknowledge the need to hold and retain company information (in whatever format you may receive it) under appropriately secure conditions.

7. Review process

7.1 The performance of individual directors and the whole Board and its committees shall be evaluated annually.

7.2 Any proposal of re-appointment/continuation of Independent director shall be on the basis of report of performance evaluation.

8. Changes to personal details

Any changes in address or other personal contact details may please be advised to the Company Secretary promptly.

9. Provision for Directors' and Officers' (D and O) insurance

You will be covered under Directors' and Officers' (D and O) insurance policy obtained by the company.

10. Resignation of director

10.1 A Director may resign from his office by giving a notice in writing to the company and the Board shall on receipt of such notice take note of the same and the company shall intimate the Registrar as required under Companies Act, 2013.

10.2 Resignation of a director shall take effect from the date on which the notice is received by the company or the date, if any, specified by the director in the notice, whichever is later.

11. Schedule of Meetings

The Company Secretariat will provide to you the schedule of forthcoming meetings.

Looking forward for a mutually satisfying association with you.

Yours sincerely

For Protean eGov Technologies Limited
(formerly NSDL e-Governance Infrastructure Limited)

____

Managing Director & CEO

I hereby acknowledge receipt of and accept the terms set out in this letter.

____

(Name of Independent Director)