



**PRIVATE AND CONFIDENTIAL**

June 29, 2019

Dear Mr. Basab Pradhan

**Appointment as a Non-Executive Independent Director and Chairman of NIIT Technologies Limited (the *Company*)**

I am pleased to confirm that the board of the Company has appointed you as a Non-Executive Independent Director and Chairman. I am writing to set out the terms of the appointment. Please note that this is a contract for services and is not a contract of employment.

**Appointment**

1. The Appointment is for a term of two years commencing on June 29, 2019 and ending on June 28, 2021 (the **Termination Date**) and extendable by mutual written agreement. Unless the Appointment is renewed on or prior to the Termination Date, your appointment shall come to an end on the Termination Date. The Appointment is subject to the Company's Articles of Association (a copy of which will be provided to you) and the approval of the shareholders of the Company in general meeting.
2. Notwithstanding the other provisions of this letter, the Appointment may be terminated with or without cause at any time by the Company with immediate effect, in accordance with the Company's Articles of Association or the Indian Companies Act, 2013, as applicable, or upon your resignation, or the Board of Directors (excluding you) is of the opinion that your continued appointment is not in the interest of the company. Upon such termination or resignation of your appointment for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of the Appointment or any damages whatsoever. Upon such termination or resignation, you undertake to sign all appropriate paperwork that the Company requires.
3. During the Appointment you may be asked to serve on one or more of the Board committees including Audit, Nomination and Remuneration and Risk Management Committee and you will be provided with copies of the terms of reference for each of those committees.
4. You are considered to be an Independent Non-Executive Director and Chairman and will be identified as Non-Executive Chairman in the annual report and other documentation. If circumstances change, and you believe that your independence may be in doubt, you should discuss this with the Board as soon as practicable.

**Time commitment**

5. The Company anticipates a time commitment of not less than 4-6 working days for Board meetings a year and about 3 days working days a month for deeper engagement with the Management team, but you are aware that the nature of the role makes it impossible to be specific about the time commitment. This will include attendance at regular and emergency

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Board meetings, the annual strategy meeting, and the AGM, held normally at a venue in India. You may also be required to attend regular meetings of any Board committee of which you are a member. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.

6. By accepting the Appointment, you confirm that you are able to allocate sufficient time to perform your role.

#### **Role**

7. As a Non-Executive Independent Director and Chairman you have the same general legal responsibilities to the Company as any other Director including all fiduciary duties, responsibilities, statutory obligations and liabilities of directors prescribed in law including the Companies Act, 2013.
8. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs. The Board:
  - a. Provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
  - b. Sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
  - c. Sets the Company's values and standards and ensures that its obligations to its shareholders and others are understood and met.
9. In addition to these requirements of all Directors, your role shall also have the following key elements:
  - a. Creating the dynamics for an effective Board; promoting a culture of openness, trust and constructive debate between Directors and CEO and Executive Team by encouraging active engagement by both executive and non-executive members in an objective and balanced way
  - b. Ensuring timely and transparent reporting, acting in the Company's best interest in protecting and creating enterprise value
  - c. Promoting the requirement that all Board and CEO and Executive Team members are exemplars of the Company's values, principles and standards; ensuring the long-term, sustainable health of the business and organizational culture
  - d. Leading fellow directors to ensure that the CEO and Executive Team members' financial controls, regulatory compliance and risk management are robust and defensible
  - e. Chairing board meetings, setting the agenda for such meetings and ensuring that adequate time is available for discussion of all agenda items
  - f. Delivering on the five pillars of governance:
    - i. Establishing the Board, committees and committee charters, and the appropriate reporting format and cadence
    - ii. Reviewing the risks and financial reporting of the company and ensuring that key risks and opportunities are addressed

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- iii. Developing a robust long-term plan for the company with full linkage to operational strategies and leading indicators
  - 1. Business Plan
  - 2. Capital Plan
  - 3. Balance Sheet
- iv. Reviewing performance against the plan on a regular cadence to highlight opportunities and gaps
- v. Building high performing teams
- g. Delivering the value creation agenda for the company

**Compensation**

10. Subject to provision of The Companies Act 2013 and other applicable Indian law, from July 01, 2019 you will be paid as per the below:

- (A) If the Actual EBITDA is equal to or less than 90% of the Budget EBITDA, you shall be entitled to USD 175,000 per annum.
- (B) If the Actual EBITDA is equal to or more than 100% of the Budget EBITDA, you shall be entitled to USD 200,000 per annum.
- (C) If the Actual EBITDA is more than 90% and less than 100% of the Budget EBITDA, you shall be entitled to USD 175,000 per annum plus an additional sum which corresponds to the proportionate increase in the Actual EBITDA. As an illustration, (i) if the Actual EBITDA is 95% of the Budget EBITDA, you shall be entitled to USD 175,000 plus USD 12,500 USD; and (ii) if the Actual EBITDA is 92% of the Budget EBITDA, you shall be entitled to USD 175,000 plus USD 5,000.

“EBITDA” means Earnings before interest, tax, depreciation and amortization;

“Actual EBITDA” means the consolidated EBITDA, as per the audited financial statements of the Company, for the financial year ending March 31, 2020 or March 31, 2021, as applicable;

“Budget EBITDA” means the consolidated EBITDA of the Company, as determined by the board of directors of the Company, for the financial year ending March 31, 2020 or March 31, 2021, as applicable;

- 11. A sitting fee of INR 20,000 per Board and Committee meeting (normally four to six per year) will be paid on attendance.
- 12. The compensation described in 10 and 11 above is the gross amount payable per annum, which is subject to deductions of tax and any other deductions required by any applicable laws. You shall be responsible for your personal taxation. However, the Company will assist you in tax filings (if any) and compliance requirements in India.
- 13. If your term comes to an end, you resign or are terminated; you shall be paid any amounts due to you on a pro rata basis.



14. The Company has made provision for Directors and Officers (D&O) insurance policy which covers the risk of breach of duty, neglect or omission to act, error or misstatement or misleading statement and failure to supervise etc.

#### **Expenses**

15. In addition to the compensation described in 10 above, the Company will reimburse your official travel expenses, hotel expenses, and all other reasonable out of pocket expenses for participating in Board and other meetings.

#### **Other directorships and business interests**

16. The Company acknowledges that you have business interests other than those of the Company and that you have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Board and Company Secretary as soon as they become apparent.
17. During the Appointment you must consult with the Board prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments.

#### **Code of conduct**

18. During the period of your appointment, you will comply with the Company Code of Directors, copy of which is attached and such other codes of conduct under applicable laws including the Companies Act, 2013 and SEBI (Prohibition of Insider Trading) Regulations, 1992.

#### **Confidentiality**

19. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies (includes wholly owned subsidiary and parent companies) with which you come into contact by virtue of your position as a Non- Executive Independent Director and Chairman of the Company.
20. Your attention is drawn to the requirements under Indian regulations as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior written clearance from the Board or Company Secretary.
21. On termination of the Appointment you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position as a Non-Executive Independent Director and Chairman of the Company. The Company is able to arrange the disposal of papers that you no longer require.
22. If there is a breach or threatened breach of the provisions of Confidentiality, NIIT Technologies and its Group Companies shall be entitled to injunctive relief;



**Review process**

23. The performance of individual Directors and the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Board as soon as is appropriate.

This letter of appointment will be made public by the Company in accordance with applicable laws including by placing a copy of this letter on the website of the Company. As mandated under applicable law, this letter will also be available for inspection by the shareholders of the Company. Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of courts in Mumbai, India. This agreement shall be governed by the laws of India without reference to its conflict of laws principles.

Please confirm your agreement to the above by signing and returning to me the enclosed duplicate of this letter.

Yours sincerely

A handwritten signature in blue ink, appearing to read "Harish", written over a horizontal line.

Director

For and on behalf of NIIT Technologies Limited

I have read and agree to the above terms regarding my appointment as a Non-Executive Independent Director and Chairman of NIIT Technologies Limited

A handwritten signature in black ink, appearing to read "Basab", written over a horizontal line.

Basab Pradhan