

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

AMENDMENT NO. 1 TO

**FORM SB-2**

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**NETSOL TECHNOLOGIES, INC.**

(Name of small business issuer in its charter)

Nevada	2834	95-4627685
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification "SIC" Code Number)	(IRS Employer Identification Number)

23901 Calabasas Road, Suite 2072  
Calabasas, CA 91302  
Phone: (818) 222-9195  
Fax: (818) 222-9197  
(Address including the zip code & telephone number including area code,  
of registrant's principal executive office)

NAEEM GHOURI CHIEF EXECUTIVE OFFICER  
NETSOL TECHNOLOGIES, INC.  
23901 Calabasas Road, Suite 2072  
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including area code, of agent for service)

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APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:  
As soon as practicable after the effective date of this Registration Statement.

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Number of Shares to be Registered(1) (2)	Proposed Maximum Offering Price Per Share(1) (2)	Proposed Maximum Aggregate Offering Price	Amount of Registration
Shares of Common Stock, \$.001 par value	481,557	\$1.88	\$ 905,327.16	\$ 73.24

Shares of Common Stock, \$.001 par value, underlying warrants and convertible debentures(3)	1,235,469	\$1.88	\$2,322,681.72	\$ 187.90
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<b>TOTAL</b>	<b>1,717,026</b>		<b>\$3,228,008.88</b>	<b>\$ 261.14</b>
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- (1) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c).
- (2) Pursuant to Rule 416 under the Securities Act of 1933, as amended, there are also being registered such additional shares of common stock as may become issuable pursuant to anti-dilution provisions of the warrants.
- (3) 590,308 of the shares are issuable upon exercise of the warrants and 645,161 of the shares upon conversion of the convertible debentures

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

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THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. THE SELLING STOCKHOLDERS MAY NOT SELL THE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IT IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

**SUBJECT TO COMPLETION, DATED JULY 21, 2004**

**PROSPECTUS**

**1,717,026 SHARES OF COMMON STOCK  
OF  
NETSOL TECHNOLOGIES, INC.**

This prospectus relates to the offering for resale of NetSol Technologies, Inc. common stock by certain selling stockholders, who will use this prospectus to resell their shares of common stock. The shares of common stock being offered include: shares acquired by the selling stockholders in a private placement of such shares by NetSol; shares of common stock underlying convertible debentures and warrants acquired by the selling stockholders in a NetSol private placement. Such warrants and convertible debentures have not been exercised or converted. In addition, certain shares of common stock were acquired by selling stockholders in settlement of litigation against NetSol and in exchange for settlement of a tax liability due by our subsidiary located in Pakistan. A number of shares underlying warrants were acquired pursuant to a placement agent agreement with the warrant holder. In this prospectus, we sometimes refer to the common stock as the securities. In this prospectus, the terms "NetSol," "we," or "us" will each refer to NetSol Technologies, Inc.

We will not receive any proceeds from sales of the shares by the selling stockholders.

Our common stock is traded on the NASDAQ SmallCap Market under the symbol "NTWK". The closing price of our common stock on July 19, 2004, was \$1.88.

We will bear all expenses, other than selling commissions and fees, in connection with the registration and sale of the shares being offered by this prospectus.

**INVESTING IN OUR SECURITIES INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS" BEGINNING ON PAGE 3**

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NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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July 21, 2004

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**SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS**

Some of the statements under "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Plan of Operation," and "Description of Business" in this prospectus are forward-looking statements. These statements involve known and unknown risks, uncertainties, and other factors that may cause our or our industry's actual results, levels of activity, performance, or achievements to be materially different from any future results, levels of activity, performance, or achievements expressed or implied by forward-looking statements. Such factors include, among other things, those listed under "Risk Factors" and elsewhere in this prospectus.

In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "proposed," "intended," or "continue" or the negative of these terms or other comparable terminology. You should read statements that contain these words carefully, because they discuss our expectations about our future operating results or our future financial condition or state other "forward-looking" information. There may be events in the future that we are not able to accurately predict or control. Before you invest in our securities, you should be aware that the occurrence of any of the events described in these Risk Factors and elsewhere in this prospectus could substantially harm our business, results of operations and financial condition, and that upon the occurrence of any of these events, the trading price of our securities could decline and you could lose all or part of your investment. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, growth rates, levels of activity, performance, or achievements. We are under no duty to update any of the forward-looking statements after the date of this prospectus to conform these statements to actual results.

**PROSPECTUS SUMMARY**

The following summary contains basic information about NetSol and this prospectus. Because it is a summary, it does not contain all of the information that you should consider before investing in this offering. For a more complete understanding of this offering, you should read the entire prospectus carefully, including the "Risk Factors" starting on page 4.

We are an end-to-end information technology ("IT") and business consulting services provider for the lease and finance, banking and financial services industries. We operate on a global basis with locations in the U.S., Europe, East Asia and Asia Pacific. We help our clients identify, evaluate, and implement technology solutions to meet their most critical business challenges and maximize their bottom line. Our products include sophisticated software applications for the asset-based lease and finance industry. By utilizing our worldwide resources, we believe we are able to deliver high quality, cost-effective IT services, ranging from consulting and application development to systems integration and outsourcing. We have achieved the ISO 9001 and SEI (Software Engineering Institute) Capable Maturity Model ("CMM")

Level 3 certifications. Additionally, through our IP Backbone, located in Karachi, Pakistan, we offer a package of wireless broadband services, which include high-speed Internet access, support and maintenance.

Our subsidiary, Network Technologies Pvt. Ltd., a Pakistan Limited Company, ("NetSol PK"), develops the majority of our software. NetSol PK was the first company in Pakistan to achieve the ISO 9001 and SEI CMM Level 3 software development assessment. As maintained by the SEI, maturity levels measure the maturity of a software company's methodology that in turn ensures enhanced product quality resulting in faster project turn-around and a shortened time to market.

During recent years, we have focused on developing software applications for the leasing and financial service industries. In late 2002, we launched a new suite of software products under the name LeaseSoft. The LeaseSoft suite is comprised of four major integrated asset based leasing/financing software applications. The suite, consisting of a Credit Application Creation System (LeaseSoft.CAC), a Credit Application Processing System (LeaseSoft.CAP), a Contract Activation & Management System (LeaseSoft.CAM) and a Wholesale Finance System (LeaseSoft.WFS), whether used alone or together, provides the user with an opportunity to address specific sub-domains of the leasing/financing cycle from the credit approval process through the tracking of the finance contract and asset.

We recently acquired Pearl Treasury System Ltd., a United Kingdom company. Pearl Treasury Systems has developed the PTS system for use by financial institutions and customers. The system is designed to seamlessly handle foreign exchange and money market trading, trading in derivative products, risk management, credit control, pricing and various interfaces for rate feeds, with one system platform. The system platform, modular in design, also allows financial institutions to purchase only the modules they require. The PTS system was developed over five years with a \$4 million investment by a group of visionaries in the U.K. This group completed nearly 80% of the product and needed a stronger development and business partner who could take over completion and marketing. With the acquisition, NetSol believes we have become that partner. The PTS, now called "TRAPEZE" is nearing completion and we expect a demonstration prototype to be launched in August 2004. In anticipation of this launch, we have hired a senior sales executive and other sales staff to plan the marketing efforts in the United Kingdom.

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We market our software products worldwide to companies primarily in the automobile finance, leasing and banking industries. In February 2003, we successfully implemented our LeaseSoft.CAM for Daimler Chrysler Singapore and received a fee in excess of \$2 million. Some of our other customers include: Mercedes Benz Finance – Japan; Yamaha Motors Finance – Australia; Tung-Yang Leasing Company Taiwan; Debis Portfolio Systems – UK; DaimlerChrysler Services – Australia; DaimlerChrysler Leasing – Thailand; DaimlerChrysler Services – Korea; UMF Leasing Singapore; and, DaimlerChrysler Services New Zealand. In addition, NetSol provides offshore development and customized I/T solutions to blue chip customers such as Citibank Pakistan, DCD Holding UK and Habib Allied Bank UK. With the acquisition of Altvia Technologies, Inc. (now NetSol USA) in June 2003, we believe we acquired, as clients, some of the most well known higher education and telecommunications associations based on the east coast of the United States. We are also a strategic business partner for DaimlerChrysler Services Asia Pacific, which consists of a group of many companies, including some of the ones referred to above. We have recently added a few new customers such as TIG of the United Kingdom, AMF of Australia, Capital Stream from the United States and a few other in the US and Asia. Additionally, new strategic relationships were formed with Intel Pakistan and Hyundai IT of Korea

We were incorporated under the laws of the State of Nevada on March 18, 1997. Our principal executive offices are located at 23901 Calabasas Road, Suite 2072, Calabasas, California 91302. Our telephone phone number is (818) 222-9195 and our website address is <http://www.netsoltek.com>.

This prospectus relates to the offering for resale of NetSol Technologies, Inc. common stock by the selling stockholders named in this prospectus, who will use this prospectus to resell their shares of common stock. The shares of common stock consist of shares of common stock, shares of common stock underlying convertible debentures and shares of common stock underlying warrants which were acquired by the selling stockholders in private placements and, those shares underlying warrants issued to the placement agent as compensation for services provided to NetSol in the private placement, shares issued to a shareholder as settlement of litigation against NetSol, and shares issued to a selling stockholder who was issued shares in exchange for the settlement of a tax liability owed by our subsidiary located in Pakistan. We will not receive any proceeds from sales by the selling stockholders. For further information about the selling stockholders, see "Selling Stockholders."

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## THE OFFERING

Common Stock Offered This prospectus relates to the offering of 1,717,026 shares of our common stock, which may be sold from time to time by the selling stockholders named in this prospectus. Of the total amount offered, 645,161 shares of common stock are issuable upon the conversion of convertible debentures sold by NetSol in a private placement in March 2004 and 322,581 shares are issuable to such selling stockholders upon the exercise of warrants issued in connection with that placement; 386,362 were issued in a private placement which closed in May 2004 and 193,182 shares are issuable to the selling stockholders upon the exercise of warrants issued in connection with that private placement. Maxim Group LLC served as NetSol's placement agent in connection with such private placements and its nominee Maxim Partners was issued warrants to purchase up to 74,545 shares of common stock in connection with their services. 50,000 shares of common stock were acquired by an individual non-U.S. resident investor in exchange for the payment of a tax liability owed by our Pakistani subsidiary, 45,195 shares were acquired by a selling stockholder in a settlement agreement between NetSol and the selling stockholder entered into in October 2003. The shares of our common stock are being registered to permit the selling stockholder to sell the shares from time to time in the public market. The selling stockholders will determine the timing and amount of any sale.

Common Stock outstanding We had 9,491,929 shares of common stock issued and outstanding as of July 16, 2004.

Use of Proceeds	We will not receive any of the proceeds from sale of shares of common stock offered by the selling stockholders.
Trading Market	Our common stock is currently listed on the NASDAQ SmallCap Market under the trading symbol "NTWK."
Risk Factors	Investment in our common stock involves a high degree of risk. You should carefully consider the information set forth in the "Risk Factors" section of this prospectus as well as other information set forth in this prospectus, including our financial statements and related notes.

## RISK FACTORS

An investment in our securities is extremely risky. You should carefully consider the following risks, in addition to the other information presented in this prospectus, before deciding to buy our securities. If any of the following risks actually materialize, our business and prospects could be seriously harmed and, as a result, the price and value of our securities could decline and you could lose all or part of your investment. The risks and uncertainties described below are intended to be the material risks that are specific to us and to our industry.

### RISKS RELATED TO OUR BUSINESS

#### **We May Have Difficulty Raising Needed Capital in the Future, Which Could Significantly Harm Our Business.**

We will require additional financing in order to support further expansion, develop new or enhanced services or products, respond to competitive pressures, acquire complementary businesses or technologies or take advantage of unanticipated opportunities. Our ability to arrange such financing in the future will depend in part upon the prevailing capital market conditions, as well as our business performance. There can be no assurance that we will be successful in our efforts to arrange additional financing on satisfactory terms. If additional financing is raised by the issuance of our shares, control of NetSol may change and stockholders may suffer additional dilution. If adequate funds are not available, or are not available on acceptable terms, we may not be able to take advantage of opportunities, or otherwise respond to competitive pressures and remain in business.

#### **We Have Received A "Going Concern" Opinion From Our Auditors Indicating That There Is Substantial Doubt As To Whether We Can Remain In Business.**

In an audit report dated August 11, 2003, Kabani & Company, Certified Public Accountants, our auditors, indicated that there was substantial doubt as to our ability to continue as a "going concern." Our ability to continue as a "going concern" is dependant upon our obtaining sufficient additional financing for our operations or reaching profitability. We cannot assure you that we will be able to either generate funds internally or raise sufficient funds to continue our operations, or that our auditors will not issue another "going concern" opinion. Our failure to raise sufficient additional funds, either through additional financing or continuing operations, will have a material adverse effect on our business and financial condition and we may be forced to curtail operations.

#### **We Will Require Additional Financing; We May Not Achieve Profitability; We Anticipate Continued Losses; Current Liabilities Exceed Current Assets.**

As of the fiscal year ended June 30, 2003, we had a current working capital deficit of \$759,061, and as of March 31, 2004, we had a positive working capital of \$2,239,696. We have current short-term bank notes of \$363,387 due within six months. We had a net loss of \$2,137,506 in fiscal 2003 and a net loss of \$1,838,075 for the nine months ended March 31, 2004. In addition, we continue to operate at a deficit on a monthly basis, which is not expected to change in the foreseeable future, even with the implementation of our current business plan. See "Management's Discussion and Analysis and Plan of Operations" on page 30 of this prospectus for further information about our current business plan. Notwithstanding that we raised \$2,050,000 in March through May 2004, we may need to raise additional funds in the amount of at least \$2.0 million to continue operations, and to expand and invest in the growth of our business for the next year. We anticipate that current funds are sufficient to operate our business for six months. If we ever do achieve profitability, we cannot assure you that we can sustain or increase profitability. If revenues grow slower than we anticipate, or if operating expenses exceed our expectations or cannot be adjusted accordingly, our business, results of operations and financial condition will be materially and adversely affected. Although we have improved our financials steadily in last few quarters, no assurance can be given that we will continue to improve our financial condition.

#### **We May Not Be Able To Realize The Benefits Of Our Strategic Plan.**

As discussed in "Description of Business" starting on page 39, after the restructuring undertaken in fiscal year 2002 and fiscal year 2003, we have undertaken a business plan designed to optimize this restructuring. Although our management is confident about our ability to realize some benefits from the restructuring, the level of benefits to be realized could be affected by a number of factors including, without limitation, (a) our ability to raise sufficient funds, (b) our ability to continue to operate as planned without further stockholder hostile takeover attempts, (c) our ability to prosper given the current uncertainty in the US technology industry; and, (c) our ability to react effectively to the global political and business effects of the political events around the world and particularly in Pakistan.

#### **We Depend Heavily On A Limited Number Of Client Projects And The Loss Of Any Such Projects Would Adversely Affect Our Operating Results.**

As of the fiscal year ended June 30, 2003, and the nine months ended March 31, 2004, we derived approximately 20% of our net revenues

from DaimlerChrysler Asia Pacific Services (which consists of a group of companies and clients). DaimlerChrysler Asia Pacific Services consists of a number of companies, each of which are uniquely different customers and none of which represents greater than 10% of our net revenues. We continue to enhance our relationship with DaimlerChrysler to provide software and support services to them on a global basis. This may increase or reliance on DaimlerChrysler as a revenue source. We also have other significant clients whose business is critical to our success. The loss of any of our principal clients for any reason, including as a result of the acquisition of that client by another entity, could have an adverse effect on our business, financial condition and results of operations.

**If Any Of Our Clients Terminate Their Contracts With Us, Our Business Could Be Adversely Affected.**

Many of our clients have the ability to cancel certain of their contracts with us with limited advance notice and without significant penalty. Any such termination could result in a loss of expected revenues related to that client's project. A cancellation or a significant reduction in the scope of a large project could have a material adverse effect on our business, financial condition and results of operations.

**If We Are Unable To Protect Our Proprietary Software, Our Business Could Be Adversely Affected.**

Our success as a company depends, in part, upon our work product being deemed proprietary software, along with other intellectual property rights. While both the LeaseSoft and NetSol trade names and marks are copyrighted and trademarked in Pakistan, we have not registered any trademarks or filed any copyrights in any other jurisdictions. We rely on a combination of nondisclosure and other contractual arrangements, and common law intellectual property, trade secret, copyright and trademark laws to protect our proprietary rights. As a matter of course, we generally enter into confidentiality agreements with our employees, and require that our consultants and clients enter into similar agreements. We also limit access to our proprietary information. There can be no assurance that these steps will be adequate to deter misappropriation of proprietary information or that we will be able to detect unauthorized use and take appropriate steps to enforce our intellectual property rights. In addition, although we believe that our services and products do not infringe on the intellectual property rights of others, there can be no assurance that infringement claims will not be asserted against us in the future, or that if asserted, any such infringement claim will be successfully defended. A successful claim against us could materially adversely affect our business, financial condition and results of operations. If NetSol can not protect its proprietary information, others could copy our software and compete with us in providing both software and services.

**We May Not Have The Right To Resell Or Reuse Software Developed For Specific Clients.**

A portion of our business involves the development of software for specific client engagements. Ownership of these solutions is the subject of negotiation and is frequently assigned to the client, although we may retain a license for certain uses. Some clients have prohibited us from marketing the software developed for them for specified periods of time or to specified third parties. There can be no assurance that our clients will not demand similar or other restrictions in the future. Issues relating to the ownership of and rights to use our software solutions can be complicated and there can be no assurance that potential disputes will not affect our ability to resell or reuse these software solutions. While we have not incurred such expense in the past, limitations on our ability to resell or reuse software solutions could require us to incur additional expenses to develop new solutions for future projects.

**International Expansion Of Our Business Could Result In Financial Losses Due To Changes In Foreign Political And Economic Conditions Or Fluctuations In Currency And Exchange Rates.**

We expect to continue to expand our international operations. As well as the two offices in the United States, we currently have offices in Pakistan, the UK and Australia. In fact, approximately 80% of our revenue is generated by non-U.S. sources. Our international operations are subject to other inherent risks, including:

- political uncertainty in Pakistan and the Southeast Asian Region, particularly in light of the United States' war on terrorism and the Iraq war;

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- recessions in foreign countries;
  - fluctuations in currency exchange rates, particularly the weakness of the U.S. dollar and the effect this may have on U.S. off-shore technology spending;
  - difficulties and costs of staffing and managing foreign operations;
  - reduced protection for intellectual property in some countries;
  - political instability or changes in regulatory requirements or the potential overthrowing of the current government in certain foreign countries;
  - U.S. imposed restrictions on the import and export of technologies; and,
  - U.S. imposed restrictions on the issuances of business and travel visas to foreign workers primarily those from Middle Eastern or East Asian countries.

**We Are Controlled By and Are Dependent On Our Key Personnel.**

Our management is currently controlled and operated by various members of the Ghauri family. Our success will depend in large part upon

the continued services of those individuals including Messrs. Salim Ghauri, Najeeb Ghauri and Naeem Ghauri. The death or loss of the services of any one of them or of any one or more of our other key personnel could have a material adverse effect on our business, financial condition and results of operations. We do not have key man life insurance on these individuals. In addition, if one or more of our key employees resigns to join a competitor or to form a competing company, the loss of such personnel and any resulting loss of existing or potential clients to any such competitor could have a material adverse effect on our business, financial condition and results of operations. In the event of the loss of any key personnel, there can be no assurance that we will be able to prevent the unauthorized disclosure or use of our technical knowledge, practices or procedures by such personnel. We entered into employment agreements with Messrs. Salim, Najeeb and Naeem Ghauri effective January 1, 2004, for a period of three (3) years. Messrs. Salim, Najeeb and Naeem Ghauri have non-competition and anti-raid clauses in their employment agreements with us.

#### **Certain Of Our Management Team Have Relationships Which May Potentially Result In Conflicts Of Interests.**

In fiscal year 2003, certain of our management team loaned funds to our company for operating costs. Similar transactions occurred in fiscal year 2004. While these transactions were approved by the board of directors, and we deem such transactions to be fair in their terms, and such transactions have not resulted in the management team choosing personal gain over company gain, such transactions constitute a potential conflict of interest between our management members' personal interest and the interest of our company in that management could be motivated to repay debts owed to the management team rather than using that money for NetSol growth. See "Certain Relationships and Related Transactions" on page 39 for information about relationships between our officers and/or directors which could result in a Conflict of Interest.

#### **We Face Significant Competition In Markets That Are New And Rapidly Changing.**

The markets for the services we provide are highly competitive. We principally compete with strategy consulting firms, Internet professional services firms, systems integration firms, software developers, technology vendors and internal information systems groups. Many of the companies that provide services in the markets we have targeted have significantly greater financial, technical and marketing resources than we do, have greater name recognition and generate greater revenues. Potential customers may also have in house employees that can compete with or replace us. In addition, there are relatively low barriers to entry into these markets and we expect to continue to face competition from new entrants into these same markets. We believe that the principal competitive factors in these markets include:

- our ability to integrate strategy, experience modeling, creative design and technology services;
- quality of service, speed of delivery and price;

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- industry knowledge;
  - sophisticated project and program management capability; and,
  - Internet technology expertise and talent.

We believe that our ability to compete also depends on a number of competitive factors outside our control, including:

- ability of our competitors to hire, retain and motivate professional staff;
- development by others of Internet services or software that is competitive with our solutions; and
- extent of our competitors' responsiveness to client needs.

There can be no assurance that we will be able to compete successfully in these markets.

#### **We May Not Be Able to Realize Our Acquisition Strategy.**

NetSol has announced its intention to implement a merger and acquisition strategy. Negotiations with a previously identified target, Silicon Space, Inc. was terminated on July 13, 2004. The reason for the termination of the negotiations was the substantial dilution that would have resulted from the decreasing stock price of NetSol's common stock and an increase valuation of Silicon Space. An increased valuation of Silicon Space and a concurrent decrease in the market value of our common stock would have resulted in unacceptably large dilution to our shareholders. While we intend to continue to explore a strategy of growth through acquisition, we may (i) not be able to implement our strategy of growth through acquisition, including an inability to consummate identified acquisition targets; (ii) not realize the benefit of any acquisition; (iii) use the time and attention of our management distracting them from their other duties; (iv) incur greater than anticipated costs in these transactions; and, (v) may issue stock resulting in dilution to current shareholders.

### **RISKS RELATED TO INVESTING IN THIS OFFERING**

#### **Our Stock Price Has Historically Been Volatile; Our Stock Price After This Offering Will Be Subject To Market Factors.**

The trading price of our common stock has historically been volatile. The future trading price of our common stock could be subject to wide fluctuations in response to:

- quarterly variations in operating results and achievement of key business metrics;

- changes in earnings estimates by securities analysts, if any;
- any differences between reported results and securities analysts' published or unpublished expectations;
- announcements of new contracts or service offerings by NetSol or competitors;
- market reaction to any acquisitions, joint ventures or strategic investments announced by NetSol or competitors;
- demand for our services and products;
- changes of shares being sold pursuant to Rule 144 or upon exercise of the warrants; and,
- general economic or stock market conditions unrelated to NetSol's operating performance.

**Potential Future Sales Pursuant To Rule 144 May Have A Depressive Effect On The Trading Price Of Our Securities.**

Certain shares of common stock presently held by officers, directors and certain other stockholders are "restricted securities" as that term is defined in Rule 144, promulgated under the Act. Under Rule 144, a person (or persons whose shares are aggregated) who has satisfied a one year holding period, may, under certain circumstances sell within any three month period a number of shares which does not exceed the greater of 1% of the then outstanding shares of common stock, or the average weekly trading volume during the four calendar weeks prior to such sale. Rule 144 also permits, under certain circumstances, including a two-year holding period, the sale of shares by a person without any quantity limitation. Such holding periods have already been satisfied in many instances. Therefore, actual sales or the prospect of sales of such shares under Rule 144 in the future may depress the prices of our common stock.

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**Provisions of Our Bylaws Hinder Change in Control.**

Our bylaws contain provisions that prevent actions being taken by shareholders by written consent. Shareholders actions may only be taken at special meetings called in accordance with the bylaws. The bylaws limits the manner and timing of calling such meetings by shareholders. These provisions may effectively prevent shareholders from changing board composition and or management in a swift manner.

**USE OF PROCEEDS**

We will not receive any of the proceeds from the offering of common stock for sale by the selling stockholders. Proceeds received by us as a result of the exercise of the warrants will be used for working capital purposes.

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**SELLING STOCKHOLDERS**

The following table and notes set forth, the name of each selling stockholder, the nature of any position, office, or other material relationship, if any, which the selling stockholder has had, within the past three years, with NetSol or with any of our predecessors or affiliates, the amount of shares of NetSol common stock that are beneficially owned by such stockholder, the amount to be offered for the stockholder's account and the amount to be owned by such selling stockholder upon completion of the offering.

<b>Name of Selling Stockholder(1)</b>	<b>Number of Shares of NetSol Common Stock Beneficially Owned Prior to the Offering(1)</b>	<b>Number of Shares of NetSol Common Stock Being Offered Hereby (1)</b>	<b>Number of Shares of NetSol Common Stock to be Beneficially Owned Upon Completion of the Offering(1)(2)</b>
Maxim Partners LLC (3)	155,545	74,545	0
Natalie L. Khur	78,410(4)	78,410	0
Revocable Trust (4) Richard E. Kent & Lara T. Kent	285,190(5)	285,190	0
Alfonse M. D'Amato Defined Benefit Plan(6)	148,826(6)	148,826	0
Jay Youngerman & Toni Youngerman	40,908(7)	40,908	0
Girish C Shah IRA (8)	34,090(9)	34,090	0



Douglas Friedenberg IRA Standard/SEP DTD 04/16/01(10)	34,090(9)	34,090	0
Fred Arena	34,090(9)	34,090	0
Grossman Family Trust (11)	51,136(11)	51,136	0
Hugh Brook	34,090(9)	34,090	0
Michael K. Harley	40,323(12)	40,323	0
W. R. Savey	40,323(12)	40,323	0
Robert Stranczek	40,323(12)	40,323	0
The Viney Settlement Number 1 (13)	120,967(13)	120,967	0

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<b>Name of Selling Stockholder(1)</b>	<b>Number of Shares of NetSol Common Stock Beneficially Owned Prior to the Offering(1)</b>	<b>Number of Shares of NetSol Common Stock Being Offered Hereby(1)</b>	<b>Number of Shares of NetSol Common Stock to be Beneficially Owned Upon Completion of the Offering(1)(2)</b>
Ronald K. Marks	40,323(12)	40,323	0
Leonard Carinci	40,323(12)	40,323	0
Peter J. Jegou(14)	40,323(12)	40,323	0
Joseph Marotta & Nancy J. Marotta	40,323(12)	40,323	0
D.G. Fountain	40,323(12)	40,323	0
Lee A. Pearlmutter	40,323(12)	40,323	0
Revocable Trust U/A dated 10/9/92 as amended 2/28/96 (15)			
Wayne Saker	40,323(12)	40,323	0
Donald Asher Family Trust dated 7/11/01 (16)	40,323(12)	40,323	0
Jeffrey Grodtko	40,323(12)	40,323	0
Emeric R. Holderith	20,161(17)	20,161	0
John O'Neal Johnston trust u/a DTD 5/17/93 (18)	20,161(17)	20,161	0
Judith Barclay	40,323(12)	40,106	0
Allen W. Coburn & Maureen B. Coburn	20,161(17)	20,161	0
John C. Moss	20,161(17)	20,161	0
Landing Wholesale Group Defined Benefit Plan(19)	40,323(12)	40,323	0
Jerold Weigner & Lilli Weigner	40,323(12)	40,323	0
Mohammed Iqbal	50,000(20)	50,000	0
ACB Ltd.(21)	45,195(21)	45,195	0
<b>TOTAL</b>	<b>1,798,026</b>	<b>1,717,026</b>	<b>0</b>

- (1) Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to such securities.
- (2) None of the Selling Stockholders has held an employment, officer or director position with NetSol within the past three years. Assuming that all shares being registered hereby will be sold, all debentures will be converted, and all warrants will be exercised, no selling stockholder will hold a percentage interest in the shares of NetSol in excess of 1 percent upon the completion of the offering.
- (3) Maxim Partners LLC owns 98% of Maxim Group LLC, a registered broker dealer. MJR Holdings LLC owns 72% of Maxim Partners LLC. Mike Rabinowitz is the principal manager of MJR Holdings and has principal voting and dispositive power with respect to the securities owned by Maxim Partners LLC. The number of shares beneficially owned include 74,545 warrants to acquire common stock which are being registered hereby and warrants to acquire 81,000 shares of common stock previously registered which were issued as

compensation to Maxim Group for services provided to NetSol in its July 2003 private placement.

- (4) Adam Kuhr, as trustee, is the beneficial owner of the Natalie L. Kuhr Revocable Trust. The shares of common stock consist of 52,273 shares of common stock and 26,137 shares of common stock underlying warrants acquired in the May 2004 placement.
- (5) Consisting of 190,127 shares of common stock of which 136,364 shares were acquired in the May 2004 placement and 53,763 shares issuable upon conversion of the principal dollar amount of its convertible debenture; and, 95,063 shares of common stock underlying warrants of which 68,182 are shares of common stock underlying warrants issued in the May 2004 placement and 26,881 are shares of common stock underlying warrants issued in connection with the March 2004 private placement of convertible debentures.
- (6) Alfonse M. D'Amato is the beneficial owner of the Alfonse M. D'Amato Defined Benefit plan. The shares of common stock consist of 99,217 shares of common stock of which 45,454 shares were acquired in the May 2004 placement and 53,763 shares are issuable upon conversion of the principal dollar amount of its convertible debenture; and, 49,609 shares of common stock underlying warrants of which 22,727 shares of common stock underly warrants issued in the May 2004 placement and 26,882 are shares of common stock underlying warrants issued in connection with the March 2004 private placement of convertible debentures.

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- (7) Consisting of 27,272 shares of common stock and 13,636 shares of common stock underlying warrants, acquired in the May 2004 private placement.
  - (8) Girish C. Shah is the beneficial owner of the Girish C. Shah IRA.
  - (9) Consisting of 22,727 shares of common stock and 11,363 shares of common stock underlying warrants, acquired in the May 2004 private placement.
  - (10) Douglas Friedenber is the beneficial owner of the Douglas Friedenber IRA Standard/SEP DTE 04/16/01.
  - (11) Raphael Z. Grossman, as trustee, is the beneficial owner of the Grossman Family Trust. The shares of common stock consist of 34,091 shares of common stock and 17,045 shares of common stock underlying warrants, acquired in the May 2004 private placement.
  - (12) Consisting of 26,882 shares of common stock issuable upon conversion of the principal dollar amount of its debenture and 13,441 shares of common stock underlying warrants issued in connection with the March 2004 placement of convertible debentures.
  - (13) John Viney, as trustee, is the beneficial owner of the Viney Settlement Number 1. Shares of common stock consist of 80,645 shares of common stock issuable upon the conversion of the principal dollar amount of its debenture and 40,332 shares of common stock underlying warrants issued in connection with the March 2004 placement of convertible debentures.
  - (14) Peter J. Jegou is the beneficial holder of 26,882 shares issuable upon the conversion of the principal dollar amount of his debenture and 13,441 shares underlying warrants issued in connection with the March 2004 placement of convertible debentures.
  - (15) Lee A. Pearlmutter, as trustee, is the beneficial owner of the Lee A. Pearlmutter Revocable Trust dated 10/9/92 as Amended 2/28/96.
  - (16) D.S. Asher, as trustee, is the beneficial owner of the Donald Asher Family Trust.
  - (17) Consisting of 13,441 shares issuable upon conversion of the principal dollar amount of its convertible debenture and 6,720 shares underlying warrants issued in connection with the March 2004 placement of convertible debentures.
  - (18) John O'Neal Johnston, as trustee, is the beneficial owner of the John O'Neal Johnston Trust U/A DTD 05/17/93.
  - (19) Andrew Bellow Jr. is the beneficial owner of the Landing Wholesale Group Defined Benefit Plan.
  - (20) Mr. Iqbal received his shares in a share purchase agreement whereby he received 50,000 shares in exchange for satisfying a tax liability of NetSol's Pakistani subsidiary. This agreement required NetSol to register the shares of common stock in this offering.
  - (21) Tony De Nazareth, as managing director, is the beneficial owner of ACB Ltd.

Certain of the selling stockholders shall receive their shares upon conversion of convertible debentures which were offered to such stockholders in a private placement of our Series A 10% Convertible Debentures in March 2004. This private placement resulted in the issuance of convertible debentures with a principal value of \$1,200,000. The debentures bear interest at the rate of 10% per annum payable in common stock or cash, which at the option of NetSol will be paid in cash upon conversion. The debentures are convertible at the rate of \$1.86 principal value per share. Each debenture holder also received a warrant to purchase fifty percent (50%) of the number of shares of common stock issuable at conversion at the exercise price of \$3.30 per share. These warrants may be exercised until May 2009.

Certain of the selling stockholders received their shares in a private placement offering of shares of common stock and warrants to acquire common stock in May 2004 in which we sold 386,362 shares at \$2.20 per share and warrants to acquire up to 193,182 shares of common stock at an exercise price of \$3.30 per share. The warrants may be exercised until May 2009.

Pursuant to the placement agent agreements by and between NetSol and Maxim Group LLC, Maxim Partners, as Maxim Group's nominee, received, as part of their compensation for their services, warrants to purchase up to 74,545 shares of our common stock at an exercise price of

\$2.20 per share. These warrants may be exercised until May 2009.

Mr. Mohammed Iqbal received his shares pursuant to a share purchase agreement in March 2004 whereby he paid \$100,000 to the Pakistani taxing authorities to satisfy the tax liability of our Pakistan subsidiary.

ACB, Ltd., formerly, Arab Commerce Bank, received its shares as part of a settlement of a complaint against NetSol. The complaint sought damages for breach of a note purchase agreement and note. The terms of the settlement agreement required NetSol to issue to ACB shares of common stock of the Company equal in value to \$100,000 plus interest as of the effective date of the agreement. The complaint was dismissed by virtue of this settlement on November 3, 2003. On December 16, 2003, 34,843 shares of the Company's common stock valued at \$100,000 were issued pursuant to the terms of the agreement. On February 6 2004, NetSol issued an additional 10,352 shares valued at \$35,135 as interest due under the settlement agreement. The terms of the settlement agreement require NetSol to register ACB Ltd's shares herein.

Because the selling stockholders may, under this prospectus, sell all or some portion of their NetSol common stock, only an estimate can be given as to the amount of NetSol common stock that will be held by the selling stockholders upon completion of the offering. In addition, the selling stockholders identified above may have sold, transferred or otherwise disposed of all or a portion of their NetSol common stock after the date on which they provided information regarding their shareholdings.

### PLAN OF DISTRIBUTION

Selling stockholders may offer and sell, from time to time, the shares of our common stock covered by this prospectus. The term selling stockholders includes donees, pledgees, transferees or other successors-in-interest selling securities received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other non-sale related transfer. The selling stockholders will act independently of us in making decisions with respect to the timing, manner and size of each sale. Sales may be made on one or more exchanges or in the over-the-counter market or otherwise, at prices and under terms then prevailing or at prices related to the then current market price or in negotiated transactions. The selling stockholders may sell their securities by one or more of, or a combination of, the following methods:

- purchases by a broker-dealer as principal and resale by the broker-dealer for its own account pursuant to this prospectus;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- block trades in which the broker-dealer so engaged will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- an over-the-counter sale;
- in privately negotiated transactions; and,
- in options transactions.

The shares of our common stock will be listed, and may be traded, on the NASDAQ Small Cap Market under the symbol "NTWK". In addition, the selling stockholders may sell pursuant to Rule 144 under the Securities Act or pursuant to an exemption from registration. We have received confirmation from all selling stockholders that they do not have any short positions and have reviewed Regulation M.

To the extent required, we may amend or supplement this prospectus to describe a specific plan of distribution. In connection with distributions of the securities or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions. In connection with those transactions, broker-dealers or other financial institutions may engage in short sales of shares of our common stock in the course of hedging the positions they assume with selling stockholders. The selling stockholders may also sell shares of our common stock short and redeliver the securities to close out their short positions. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions that require the delivery to the broker-dealer or other financial institution of securities offered by this prospectus, which securities the broker-dealer or other financial institution may resell pursuant to this prospectus, as supplemented or amended to reflect the transaction. The selling stockholders may also pledge securities to a broker-dealer or other financial institution, and, upon a default, the broker-dealer or other financial institution, may affect sales of the pledged securities pursuant to this prospectus, as supplemented or amended to reflect the transaction.

In effecting sales, broker-dealers or agents engaged by the selling stockholders may arrange for other broker-dealers to participate. Broker-dealers or agents may receive commissions, discounts or concessions from the selling stockholders in amounts to be negotiated immediately prior to the sale.

In offering the securities covered by this prospectus, the selling stockholders and any broker-dealers who execute sales for the selling stockholders may be treated as "underwriters" within the meaning of the Securities Act in connection with sales. Any profits realized by the selling stockholders and the compensation of any broker-dealer may be treated as underwriting discounts and commissions.

The selling stockholders and any other person participating in a distribution will be subject to the Securities and Exchange Act of 1934, as amended (the "Exchange Act"). The Exchange Act rules include, without limitation, Regulation M, which may limit the timing of purchases

and sales of any of the securities by the selling stockholders and other participating persons. In addition, Regulation M may restrict the ability of any person engaged in the distribution of the securities to engage in market-making activities with respect to the particular security being distributed for a period of up to five business days prior to the commencement of the distribution. This may affect the marketability of the securities and the ability of any person or entity to engage in market-making activities with respect to the securities. We have informed the selling stockholders that the anti-manipulation rules of the SEC, including Regulation M promulgated under the Exchange Act, may apply to their sales in the market.

Additionally, we have informed the selling stockholders involved in the private placements, through the offering documents of the following Telephone Interpretation in the SEC Manual of Publicly Available Telephone Interpretations (July 1997):

A.65. Section 5

An issuer filed a Form S-3 registration statement for a secondary offering of common stock, which is not yet effective. One of the selling shareholders wanted to do a short sale of common stock "against the box" and cover the short sale with registered shares after the effective date. The issuer was advised that the short sale could not be made before the registration statement becomes effective, because the shares underlying the short sale are deemed to be sold at the time such sale is made. There would, therefore, be a violation of Section 5 if the shares were effectively sold prior to the effective date.

Each selling stockholder represented and warranted that he/she/it had complied with all applicable provisions of the Act, the rules and regulations promulgated by the SEC thereunder, including Regulation M, and the applicable state securities laws.

We will make copies of this prospectus available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act, which may include delivery through the facilities of the NASDAQ Small Cap Market pursuant to Rule 153 under the Securities Act. We have agreed to indemnify the selling stockholders against certain liabilities, including those arising under the Securities Act, and to contribute to payments the selling stockholders may be required to make in respect of such liabilities. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the securities against certain liabilities, including liabilities arising under the Securities Act.

At the time a particular offer of securities is made, if required, a prospectus supplement will be distributed that will set forth the number of securities being offered and the terms of the offering, including the name of any underwriter, dealer or agent, the purchase price paid by any underwriter, any discount, commission and other item constituting compensation, any discount, commission or concession allowed or reallocated or paid to any dealer, and the proposed selling price to the public.

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## LEGAL PROCEEDINGS

On July 26, 2002, NetSol was served with a Request for Entry of default by Surrey Design Partnership Ltd. ("Surrey"). Surrey's complaint for damages sought \$288,743.41 plus interest at the rate of 10% above the Bank of England base rate from January 12, 2002 until payment in full is received, plus costs. The parties agreed to entry of a Consent Order whereby NetSol agreed to make payments according to a payment schedule. NetSol made payments up to May of 2002 but was unable to make payments thereafter. On September 25, 2002, the parties signed an Agreement to stay Enforcement of Judgment whereby NetSol will make further payments to Surrey until the entire sum is paid. The current terms of the payments schedule require the payment of 4,000 pounds sterling for a period of 24 months commencing March 31, 2003 and ending 24 months thereafter.

On July 31, 2002, Herbert Smith, a law firm in England, which represented NetSol in the Surrey matter filed claim for the sum of approximately \$248,871 (which represents the original debt and interest thereon) in the High Court of Justice Queen's Bench Division. On November 28, 2002, a Consent Order was filed with the Court agreeing to a payment plan, whereby we paid \$10,000 on execution, \$4,000 a month for one year and \$6,000 per month thereafter until the debt is paid. As of March 31, 2004, a balance of \$124,871 or 132,380 pounds sterling remains due to Herbert Smith. As of May 31, 2004, the balance due was 117,196 pounds sterling or \$91,871.

On March 3, 2004 Uecker and Associates, Inc. as the assignee for the benefit of the creditors of PGC Systems, Inc., formerly known as, Portera Systems Inc. filed a request for arbitration demanding payment from NetSol for the amounts due under a software services agreement in the amount of \$175,700. On March 31, 2004, we filed an answering statement to the request of Uecker & Associates denying each and every allegation contained in the Claim filed by Uecker & Associates and stating NetSol's affirmative defenses. There was an administrative conference scheduled with the case manager of the American Arbitration Association on March 17, 2004. An arbitrator has been selected and the parties are selecting dates for arbitration in this matter. We intend to vigorously defend this action.

On May 12, 2004, Merrill Corporation served an action against NetSol for account stated; common counts; open book account and unjust enrichment alleging amounts due of \$90,415.33 together with interest thereon from August 23, 2001. NetSol entered into a settlement agreement with Merrill Corporation in exchange for a dismissal of the action with prejudice to be filed after the final receipt of payment by NetSol to Merrill on or before October 31, 2004. Under the terms of this settlement agreement, we paid \$10,450 at the time of settlement and have agreed to pay \$52,000 in installments of \$13,000 per month commencing on July 30, 2004.

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## DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

The following table sets forth the names and ages of the current directors and executive officers of NetSol, the principal offices and positions with NetSol held by each person and the date such person became a director or executive officer of NetSol. The Board of Directors elects the executive officers annually. Each year the stockholders elect the Board of Directors. The executive officers serve terms of one year or until their death, resignation or removal by the Board of Directors. In addition, there was no arrangement or understanding between any executive officer and any other person pursuant to which any person was selected as an executive officer.

The directors and executive officers NetSol are as follows:

<b>Name</b>	<b>Year First Elected As an Officer Or Director</b>	<b>Age</b>	<b>Position Held with the Registrant</b>	<b>Family Relationship</b>
Najeeb Ghauri	1997	50	Chief Financial Officer, Director and Chairman	Brother to Naeem and Salim Ghauri
Salim Ghauri	1999	49	President and Director	Brother to Naeem and Najeeb Ghauri
Naeem Ghauri	1999	47	Chief Executive Officer and Director	Brother to Najeeb and Salim Ghauri
Patti L. W. McGlasson	2004	39	Secretary	None
Irfan Mustafa	1997	53	Director	None
Shahid Javed Burki	2000	65	Director	None
Eugen Beckert	2001	58	Director	None
Jim Moody	2001	68	Director	None
Shabir Randeree	2003	43	Director	None

#### Business Experience of Officers and Directors:

NAJEEB U. GHAURI has been a Director of NetSol since 1997. Mr. Ghauri served as NetSol's CEO from 1999-2001. Currently, he is the Chief Financial Officer and Chairman of NetSol. During his tenure as CEO, Mr. Ghauri was responsible for managing the day-to-day operations of NetSol, as well as NetSol's overall growth and expansion plan. As the CFO of NetSol, Mr. Ghauri seeks financing for NetSol as well as oversees the day-to-day financial position of NetSol. Prior to joining NetSol, Mr. Ghauri was part of the marketing team of Atlantic Richfield Company ("ARCO"), a Fortune 500 company, from 1987-1997. Mr. Ghauri received his Bachelor of Science degree in Management/Economics from Eastern Illinois University in 1979, and his M.B.A. in Marketing Management from Claremont Graduate School in California in 1983. Mr. Ghauri serves on the boards of the US Pakistan Business Council and Pakistan Human Development Fund, a non-profit organization. Mr. Ghauri is the Chairman of the Board of Directors.

SALIM GHAURI has been with NetSol since 1999 as the President and Director of NetSol. Mr. Ghauri is also the CEO of Network Technologies (Pvt.) Ltd., (F/K/A/ Network Solutions (Pvt.) Ltd.), a wholly owned subsidiary of NetSol located in Lahore, Pakistan. Mr. Ghauri received his Bachelor of Science degree in Computer Science from University of Punjab in Lahore, Pakistan. Before Network Technologies (Pvt.) Ltd., Mr. Ghauri was employed with BHP in Sydney, Australia from 1987-1995, where he commenced his employment as a consultant. Mr. Ghauri was the original founder of Network Solutions, Pvt. Ltd in Pakistan founded in 1996. Built under Mr. Ghauri's leadership Network Solutions (Pvt) Ltd. gradually built a strong team of I/T professionals and infrastructure in Pakistan and became the first software house in Pakistan certified as ISO 9001 and CMM Level 3 assessed.

NAEEM GHAURI has been NetSol's CEO since August 2001. Mr. Ghauri has been a Director of NetSol since 1999. Mr. Ghauri serves as the Managing Director of NetSol (UK) Ltd., a wholly owned subsidiary of NetSol located in London, England. Under Mr. Ghauri's direction, Pearl Treasury System Ltd. was acquired and NetSol entered into the banking and financial arenas. Prior to joining NetSol, Mr. Ghauri was Project Director for Mercedes-Benz Finance Ltd., a subsidiary of DaimlerChrysler, Germany from 1994-1999. Mr. Ghauri supervised over 200 project managers, developers, analysis and users in nine European Countries. Mr. Ghauri earned his degree in Computer Science from Brighton University, England.

PATTI L. W. MCGLASSON joined NetSol as corporate counsel in January 2004 and was elected to the position of Secretary in March 2004. Prior to joining NetSol, Ms. McGlasson practiced law at Vogt & Resnick, law corporations, where her practice focused on corporate, securities and business transactions. Ms. McGlasson was admitted to practice in California in 1991. She received her Bachelor of Arts in Political Science in 1987 from the University of California, San Diego and, her Juris Doctor and Masters in Laws in Transnational Business from the University of the Pacific, McGeorge School of Law, in 1991 and 1993 respectively.

IRFAN MUSTAFA has been a Director of NetSol since the inception of NetSol in April 1997. Mr. Mustafa has an M.B.A. from IMD (formerly Imede), Lausanne, Switzerland (1975); an M.B.A. from the Institute of Business Administration, Karachi, Pakistan (1974); and a B.S.C. in Economics, from Punjab University, Lahore, Pakistan (1971). Mr. Mustafa began his 14-year career with Unilever, Plc where he was one of the youngest senior management and board members. Later, he was employed with Pepsi International from 1990 to 1997 as a CEO in Pakistan, Bangladesh, Sri Lanka and Egypt. He spent two years in the US with Pepsi in their Executive Development Program from 1996-97. Mr. Mustafa was relocated to Dubai as head of TRICON (now YUM Restaurant Services Group, Inc.) Middle East and North African regions. Pepsi International spun off TRICON in 1997. Mr. Mustafa has been a strategic advisor to NetSol from its inception and has

played a key role in every acquisition by NetSol. His active participation with NetSol management has helped NetSol to establish a stronger presence in Pakistan. Mr. Mustafa is a member of NetSol's Compensation and Audit Committees.

EUGEN BECKERT was appointed to the Board of Directors in August 2001. A native of Germany, Mr. Beckert has been with Mercedes-Benz AG/Daimler Benz AG since 1973, working in technology and systems development. In 1992, he was appointed director of Global IT (CIO) for Debis Financial Services, the services division of Daimler Benz. From 1996 to 2004, he acted as director of Processes and Systems (CIO) for Financial Services of DaimlerChrysler in Asia-Pacific. Mr. Beckert is currently a Vice President for DaimlerChrysler and his office is now based in Stuttgart, Germany.

JIM MOODY was appointed to the Board of Directors in 2001. Mr. Moody served in the United States Congress from 1983-1993 where he was a member of the Ways & Means, Transportation and Public Works committees. Congressman Moody also served on the subcommittees of Health, Social Security, Infrastructure and Water Resources. After his tenure with the U.S. Congress, he was appointed Vice President and Chief Financial Officer of International Fund for Agriculture Development in Rome, Italy from 1995-1998 where he was responsible for formulating and administering \$50 million operating budget in support of \$500 million loan program as well as managing a \$2.2 billion reserve fund investment portfolio. From 1998-2000, Congressman Moody served as the President and CEO of InterAction, a coalition of 165 U.S. based non-profit organizations in disaster relief, refugee assistance and economic development located in Washington, D.C. Since April 2000, Congressman Moody has served as a Financial Advisor to Morgan Stanley in Alexandria, VA where he is responsible for bringing institutional, business and high net-worth individual's assets under management. Mr. Moody also represents Morgan Stanley on the ATC Executive Board. Mr. Moody received his B.A. from Haverford College; his M.P.A. from Harvard University and his Ph.D. in Economics from U.C. Berkeley. Mr. Moody is the Chairman of the Audit Committee and a member of the Compensation committee. Based on Mr. Moody's experience, the board of directors has determined that Mr. Moody is qualified to act as NetSol's audit committee financial expert. Mr. Moody is an independent director.

SHAHID JAVED BURKI was appointed to the Board of Directors in February 2003. Mr. Burki is also a member of the Audit and Compensation Committees. He had a distinguished career with World Bank at various high level positions from 1974 to 1999. He was a Director of Chief Policy Planning with World Bank from 1974-1981. He was also a Director of International Relations from 1981-1987. Mr. Burki served as Director of China Development from 1987-1994 and Vice President of Latin America with World Bank from 1994-1999. In between, he briefly served as the Finance Minister of Pakistan from 1996-1997. Mr. Burki also served as the CEO of the Washington based investment firm EMP Financial Advisors from 1992-2002. Presently, he is the Chairman of Pak Investment & Finance Corporation. He was awarded a Rhodes Scholarship in 1962 and M.A. in Economics from Oxford University in 1963. He also earned a Master of Public Administration degree from Harvard University, Cambridge, M.A. in 1968. Most recently, he attended Harvard University and completed an Executive Development Program in 1998. During his lifetime, Mr. Burki has authored many books and articles including: *China's Commerce* (Published by Harvard in 1969) and *Accelerated Growth in Latin America* (Published by World Bank in 1998). Mr. Burki is a member of the Compensation and Audit Committee.

SHABIR RANDEREE, was appointed to the Board of Directors in February 2003. Mr. Randeree is a Group Managing Director of DCD London and Mutual Plc, a position he has held since 1990. DCD L&M is the UK arm of the DCD Group. The DCD Group, with offices in the UK, United States, UAE, India and South Africa has core businesses in finance, property and investments. From 1988 to 1990, Mr. Randeree served as Managing Director of Warranty Limited, a business initiated to provide an alternate approach to international trade finance and real estate investments in the U.K. From 1986 to 1988, Mr. Randeree was Sales and Financial Director of Dominion Clothing Distributors Limited. Mr. Randeree received his B.A. in 1984 in Accounting and Finance from Kingston University in Surrey and his M.B.A. in 1985 from Schiller International University in London. Mr. Randeree is a director of various U.K. companies including: Bradensbury Park Hotel Ltd.; Collins Leisure Ltd.; DCD Factors PLC; DCD Properties Ltd.; Pelham Incorporated Ltd.; Redbush Tea Company Ltd.; Wimbledon Bear Company Ltd.; Tarhouse Management Ltd.; Thornbury Estates Ltd.; and; the Support Store Ltd. He is a trustee and advisor to various educational trusts and Director of Albarka Bank Limited of South Africa.

## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information regarding the beneficial ownership of NetSol's Common Stock, our only class of outstanding voting securities as of July 16, 2004, by (i) each person who is known to NetSol to own beneficially more than 5% of the outstanding Common Stock with the address of each such person, (ii) each of NetSol's present directors and officers, and (iii) all officers and directors as a group:

Name and Address	Number of Shares(1)(2)	Percentage Beneficially owned(3)
Najeeb Ghauri (4)	647,650	6.82%
Naeem Ghauri (4)	421,090	4.44%
Irfan Mustafa (4)	188,703	1.99%
Salim Ghauri (4)	549,916	5.79%
Jim Moody (4)	17,000	*
Eugen Beckert (4)	39,000	*
Shahid Javed Burki (4)	39,000	*
Shabir Randeree (4)(5)	475,000	5.00%
Patti L. W. McGlasson (4)	70,000	*
All officers and directors as a group (nine persons)	2,448,359	25.79%

\* Less than one percent

- (1) Except as otherwise indicated, NetSol believes that the beneficial owners of the common stock listed in this table, based on information furnished by such owners, have sole investment and voting power with respect to such shares, subject to community property laws where applicable. Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities.
- (2) Beneficial ownership is determined in accordance with the rules of the Commission and generally includes voting or investment power with respect to securities. Shares of common stock relating to options currently exercisable or exercisable within 60 days of June 4, 2004 are deemed outstanding for computing the percentage of the person holding such securities but are not deemed outstanding for computing the percentage of any other person. Except as indicated by footnote, and subject to community property laws where applicable, the persons named in the table above have sole voting and investment power with respect to all shares shown as beneficially owned by them.
- (3) Percentage ownership is based on 9,491,929 shares issued and outstanding at July 16, 2004.
- (4) Address c/o NetSol Technologies, Inc. at 23901 Calabasas Road, Suite 2072, Calabasas, CA 91302.
- (5) As managing director of DCD Holdings Ltd.

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## DESCRIPTION OF SECURITIES

The selling stockholders are offering for sale shares of our common stock, par value \$0.001 per share. We only have one class of common stock. Our capital stock consists of 45,000,000 shares of common stock, par value \$0.001 per share, and 5,000,000 shares of preferred stock, \$.001 par value. No shares of preferred stock have been issued. The terms and rights of the preferred shares may be set by the board of directors at their discretion. Each share of common stock is entitled to one vote at annual or special stockholders meetings. There are no preemptive rights. We have never declared or paid any dividends on our common stock or other securities and we do not intend to pay any cash dividends with respect to our common stock in the foreseeable future. For the foreseeable future, we intend to retain any earnings for use in the operation of our business and to fund future growth. The terms of the warrant agreements between the selling stockholders and NetSol contain standard anti-dilution protection.

## EXPERTS

The audited financial statements for our company as of the year ended June 30, 2003, and the unaudited financial statements for our company as of the nine months ended March 31, 2004 included in this prospectus are reliant on the reports of Kabani & Company, Inc., independent certified public accountants, as stated in their reports therein, upon the authority of that firm as experts in auditing and accounting.

Malea Farsai, Esq., counsel for our Company, has passed on the validity of the securities being offered hereby.

Kabani & Company, Inc. was not hired on a contingent basis, nor will it receive a direct or indirect interest in the business of the issuer. Neither Kabani & Company, Inc. nor its principals are, or will be, a promoter, underwriter, voting trustee, director, officer or employee of NetSol. Malea Farsai, Esq. is an employee of NetSol. She has received, as part of her compensation with NetSol, options to purchase and grants of shares of common stock. As of June 4, 2004, Ms. Farsai is the holder of 55,120 shares of common stock of NetSol and options to purchase 29,000 shares of common stock at the exercise price of \$.75 per share. These options expire on February 16, 2007. Ms. Farsai also holds options to purchase 10,000 shares at \$2.05 per share and 10,000 shares at \$4.00 per share, both expiring in February 2009. Ms. Farsai is not nor is it intended that she will be a promoter, underwriter, voting trustee, director or officer of NetSol.

## DISCLOSURE OF COMMISSION POSITION OF INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

We have indemnified each member of the board of directors and our executive officers to the fullest extent authorized, permitted or allowed by law. Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to directors, officers and controlling persons of the small business issuer pursuant to the foregoing provisions, or otherwise, the small business issuer has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

For the purpose of determining any liability under the Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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## DESCRIPTION OF BUSINESS

### GENERAL

NetSol Technologies, Inc. (f/k/a NetSol International, Inc.) ("NetSol") is in the business of information technology ("I/T") services. Since we were founded in 1997, we have developed enterprise solutions that help clients use I/T more efficiently in order to improve their operations

and profitability and to achieve business results. Our focus has remained the lease and finance, banking and financial services industries. We operate on a global basis with locations in the U.S., Europe, East Asia and Asia Pacific. By utilizing our worldwide resources, we believe we have been able to deliver high quality, cost-effective I/T services. NetSol Technologies Pvt. Ltd. ("NetSol PK") develops the majority of the software for us. NetSol PK was the first company in Pakistan to achieve the ISO 9001 accreditation. In 2003, we also obtained the Carnegie Mellon's Software Engineering Institute ("SEI") Capable Maturity Model ("CMM") Level 3 assessment. According to the SEI website, the CMM is a model for judging the maturity of the software process of an organization and for identifying the key practices that are required for the maturity of these processes. The software CMM has been developed by the software community with stewardship by the SEI. There are only a few software companies worldwide that have achieved SEI CMM Level 3 as of April 2003. NetSol obtained SEI CMM Level 2 assessment in 2002.

According to the SEI website, [www.sei.cmu/sema/pdf/sw-cmm/2003apr.pdf](http://www.sei.cmu/sema/pdf/sw-cmm/2003apr.pdf), the CMM levels developed by SEI in conjunction with the software industry are the highest levels of recognition for quality and best practices a software company can achieve.

## COMPANY BUSINESS MODEL

Our business model has evolved over the past six years. NetSol now offers a broad spectrum of I/T products and I/T services that deliver a high return on investment for its customers. NetSol has perfected its delivery capabilities by continuously investing in its software development and Quality Assurance ("QA") processes. NetSol believes its key competitive advantage is its ability to build high quality enterprise applications using its offshore development facility in Lahore, Pakistan. In fact, over 80% of NetSol's revenue is generated in US Dollars and 80% of its overhead is incurred in Rupees, providing NetSol with a distinct cost arbitrage business model.

### *Achieving Software Maturity and Quality Assurance.*

NetSol, from the outset, invested heavily in creating a state of the art, world-class software development capability. A series of QA initiatives have delivered to NetSol the ISO 9001 certification as well as the CMM level 3 assessment. Achieving this CMM level 3 required dedication at all our corporate levels.

SEI's CMM, which is organized into five maturity levels, has become a de facto standard for assessing and improving software processes. Through the CMM, SEI and the software development community have established an effective means for modeling, defining, and measuring the maturity of the processes used by software professionals. The CMM for software describes the principles and practices underlying software process maturity and is intended to help software organizations improve the maturity of their software processes in terms of an evolutionary path from ad hoc, chaotic processes to mature, disciplined software processes. Mature processes meet standardized software engineering methods and integrable into a customer's system. Mature processes ensure enhanced product quality resulting in faster project turn around and a shortened time-to-market. In short, a mature process would, ideally, have fewer bugs and integrate better into the customer's system.

We have always strived to improve quality in every aspect of our business. This quality drive, based on our vision, trickles from the top to the lowest levels in the organization. We believe that it is this quality focus that enabled our software development facility to become the first ISO 9001 certified software development facility in Pakistan in 1999. This accomplishment marked the beginning of our 3-year program towards achieving the higher challenges of CMM (Software Engineering Institute).

The first step of the program was to launch a dedicated "Quality Engineering" team mandated with software process improvement and achieving CMM ratings. The department was provided every facility, from overseas training to complete commitment of higher management, to enable it to achieve the desired goals. Our management also made sure that everybody in NetSol was committed to achieving CMM. The whole organization went through a comprehensive transformation cycle. The process included, but was not limited to, the hiring and training of key personnel in the U.S. and Pakistan, and following the standards and processes designed and instituted by the SEI. The extreme focus and a major team effort resulted in a CMM level 2 assessment in March 2002. We were the first in Pakistan to achieve this distinction. While proud of this accomplishment, all our levels continued to strive towards CMM level 3. The quality-engineering department in specific, and we in general, started implementing Level 3 Key Processes Areas ("KPAs") in a methodical and structured manner. There were training programs conducted by in-house personnel, local experts and foreign consultants on various topics related to defining goals, processes, interpreting KPAs and implementing them. This focus and commitment resulted in us achieving the CMM Level 3 in 16 months compared to the world average of 21 months. Upon passing the rigorous, nearly two week final assessment, conducted by Rayney Wong, SEI CMM Lead Assessor from Xerox Singapore Software Centre, Fuji Xerox Asia Pacific Pte. Ltd., our development facility was granted the CMM Level 3. This is notable in that, according to SEI CMM-CBA IPI and SPA Appraisal Results, Maturity Profile April 2003, there are only 164 software development facilities in the world with software -CMM Level 3 ratings.

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### *Professional Services.*

We offer a broad array of professional services to clients in the global commercial markets and specialize in the application of advanced and complex I/T enterprise solutions to achieve its customers' strategic objectives. Our service offerings include outsourcing, systems integration, customized I/T solutions, project/program management and I/T management consultancy, as well as other professional services, including e-business solutions.

Outsourcing involves operating all or a portion of a customer's technology infrastructure, including systems analysis, system design and architecture, change management, enterprise applications development, network operations, desktop computing and data center management.

Systems integration encompasses designing, developing, implementing and integrating complete information systems.

I/T and management consulting services include advising clients on the strategic acquisition and utilization of I/T and on business strategy, operations, change management and business process reengineering.

The experience gained by us through its own software quality endeavors, has enabled us to offer consultancy services in the areas of Software



Quality, Process Improvement, ISO Certification and SW-CMM Implementation. ISO certification and CMM services include, but are not limited to GAP Analysis against the standard ISO/CMM; Orientation Workshops; Guiding the Implementation of the plan developed after the GAP Analysis; Training on Standard Processes; Process implementation support off-site and on-site; assessment training; and assistance through the final assessment (Certification Audit for ISO).

## **LeaseSoft**

We also develop advanced software systems for the asset based lease and finance industries. We have developed "LeaseSoft" a complete integrated lease and finance package. LeaseSoft, a robust suite of four software applications, is an end-to-end solution for the lease and finance industry. The four applications under LeaseSoft have been designed and developed for a highly flexible setting and are capable of dealing with multinational, multi-company, multi-asset, multilingual, multi-distributor and multi-manufacturer environments.

LeaseSoft is a result of more than six years of effort resulting in over 60 modules grouped in four comprehensive applications. These four applications are complete systems in themselves and can be used independently to exhaustively address specific sub-domains of the leasing/financing cycle. And, if used together, they fully automate the entire leasing / financing cycle.

The constituent software applications are:

- Credit Application Creation System (CAC). LeaseSoft.CAC is a web-based point of sale system for the use of dealers, brokers, agents and sales officers to initiate credit applications. It is a web-based system and, though it can be used with equal efficiency on an intranet, the real ability is to harness the power of the Internet to book sales. LeaseSoft.CAC users create quotations and financing applications (Proposals) for their customers using predefined financial products. The application is submitted to the back office system [such as LeaseSoft.CAP] for approval. After analysis, the application is sent back to the LeaseSoft.CAC system with a final decision.
- Credit Application Processing System (CAP). LeaseSoft.CAP provides companies in the financial sector an environment to handle the incoming credit applications from dealers, agents, brokers and the direct sales force. LeaseSoft.CAP automatically gathers information from different interfaces like credit rating agencies, evaluation guides, contract management systems and scores the applications against defined scorecards. All of this is done in a mechanized workflow culminating with credit team members making their decisions more quickly and accurately. Implementation of LeaseSoft.CAP dramatically reduces application-processing time in turn resulting in greater revenue through higher number of applications finalized in a given time. LeaseSoft.CAP is also an excellent tool to reduce probability of a wrong decision thus again providing a concrete business value through minimizing the bad debt portfolio.

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- Contract Activation & Management System (CAM). LeaseSoft.CAM provides comprehensive business functionality that enables its users to effectively and smoothly manage and maintain a contract with the most comprehensive details throughout its life cycle. It also provides interfaces with company banks and accounting systems. LeaseSoft.CAM also effectively maintains details of all business partners that do business with NetSol including, but not limited to, customers, dealers, debtors, guarantors, insurance companies and banks. A number of leasing consultants have provided their business knowledge to make this product a most complete lease and finance product. NetSol's LeaseSoft.CAM provides business functionality for all areas that are required to run an effective, efficient and customer oriented lease and finance business.

- Wholesale Finance System (WFS). LeaseSoft.WFS automates and manages the floor plan/bailment activities of dealerships through a finance company. The design of the system is based on the concept of one asset/one loan to facilitate asset tracking and costing. The system covers credit limit, payment of loan, billing and settlement, stock auditing, online dealer and auditor access and ultimately the pay-off functions.

Typically, NetSol's sales cycle for these products ranges between six to twelve months. We derive our income both from selling the license to use the products as well as from related software services. The related services include extensive customization, implementation, and post deployment support. License fees can vary generally between \$75,000 up to \$1,000,000 per license depending upon the size of the customer and the complexity of the customization. The revenue for the license and the customization flows in several phases and could take from six months to two years before it is fully recognized as income in accordance with generally accepted accounting principles. The post implementation support which usually is an agreed upon percentage of overall monetary value of the implementation then becomes an ongoing revenue stream realized on a yearly basis.

NetSol manages this sale cycle by having two specialized pools of resources for each of the four products under LeaseSoft. One group focuses on software development required for customization and enhancements. The second group comprises of LeaseSoft consultants concentrating on implementation and onsite support.

NetSol also maintains a LeaseSoft specific product website [www.leasesoft.biz](http://www.leasesoft.biz)

## **Status of New Products and Services**

Effective October 14, 2003, we acquired Pearl Treasury System Ltd., in exchange for the issuance of up to 60,000 shares of common stock of NetSol. With this acquisition, we are expanding our menu of software into banking and other financial areas.

### *Pearl Treasury System (PTS)- TRAPEZE*

PTS was founded in 2000, and designed for use by financial institutions with treasury departments. Treasury department transactions are high revenue generating with individual deal values in the range of \$10 million to over \$1 billion. According to IBS Publishing, over 80 contracts for treasury systems were signed in 2002, representing approximately \$155 million in revenues.

The PTS system will seamlessly handle foreign exchange and money market trading, trading in derivative products, risk management, credit

control, pricing, and various interfaces for rate feeds, with one system platform. The system platform, modular in design, also allows financial institutions to purchase only the modules they require. The PTS system was developed over five years with a \$4 million investment by a group of visionaries in the U.K. This group completed nearly 80% of the product and needed a stronger development and business partner who could take over completion and marketing. With the acquisition, NetSol believes that it has become that partner.

Pearl Banking Solutions (PBS) (a component of PTS), now called TRAPEZE, provides a complete but modular solution for front, middle and back office treasury requirements, incorporating all of the following instruments: foreign exchange; money market; long term securities; financial futures; over-the-counter derivatives; OTC options; and, exchange traded options. In addition to this total coverage, a unique selling point of PTS is the flexibility of incorporating new instruments as they arise. PTS is a highly sophisticated, totally integrated treasury product operating in real time. It has been specified and designed by Noel Thurlow, a leading authority in investment banking, to provide total treasury management.

Advanced technology and innovative architecture provide the system with a comprehensive set of functions and complete flexibility. In the past, NetSol has developed and marketed smaller banking solutions to Citibank in Pakistan. While there are no assurances, Management hopes to couple the sophistication of PTS with its own experience in developing and marketing banking solutions to our advantage.

#### *Growth Through Acquisition*

After a period of consolidation and disposals, we believe it is the right time to look at M&A opportunities again. With the technology downturn, valuations have become more realistic and many smaller private companies have found raising capital for growth a major challenge.

With this backdrop, NetSol identified Altvia Technologies Inc. of the Maryland/Washington D.C. area as a potential acquisition. In order to benefit from the recent turnaround in technology spending which has focused on off-shore outsourcing of software engineering and customer service, NetSol acquired Altvia Technologies, Inc. which had a successful offshore model. Altvia provides the platform to take advantage of this out-sourcing, as it uses a similar methodology as NetSol.

Altvia provides NetSol with an immediate presence, processes, high-level sales and marketing resources and existing customers to offer its array of products and services to the mainstream US markets.

We will continue to explore merger and acquisition opportunities, which will benefit us by providing market opportunities or economies of scale.

#### *Growth through Establishing Partners Network*

NetSol is well aware that market reach is essential to effectively market I/T products and services around the globe. For this purpose, we are looking forward to establishing a network of partners worldwide. These companies will represent NetSol in their respective countries and will develop business for NetSol.

We recently formed a relationship with a German Company known as 'Gedas', a division of Volkswagen Germany, as a distributor of the LeaseSoft products in Japan. Gedas would be exclusively marketing and selling the Leasesoft in the Asia Pacific markets including Japan. This would potentially create a new market of perspective corporate customers in many countries in Asia Pacific for our LeaseSoft products.

We hope to initially find partners in Denmark, for the Scandinavian markets, and Holland, for the Benelux countries.

#### **Strategic Alliances**

Making well thought out strategic alliances result in corporate synergies enabling accomplishments otherwise unattainable. NetSol has recently made such an alliance with Hyundai Information Technology Co., Ltd. ("HIT") of South Korea. HIT has had a successful experience in implementing a \$25 Million I/T project for the State Bank of Pakistan. As per the mandate of this alliance, NetSol and HIT anticipate to bid work as a team on all potential infrastructure development and defense related projects within Pakistan. Just recently, NetSol has been awarded new contracts with a provincial government of Punjab to automate various of its departments.

Management believes that the recent deregulation of Pakistan's telecommunications sector and the government's desire to attract investors to the country, which is experiencing an unprecedented increase in exports, demonstrates that Pakistan is keen to build a solid technology infrastructure to support the growth expected over the next several years. According to government reports, the areas within Pakistan expected to receive major information technology investments by the government are education, public sector automation, railways and the country's armed forces. Pakistan's economy has been one of the most robust economies of South East Asia that has been attracting significant foreign direct investment in Pakistan. Just recently, the telecommunication ministry of Pakistan auctioned 2 cellular phone franchise licenses to two top foreign bidders for a phenomenal \$600million. This signifies the viability and investors friendly environment in Pakistan for foreigners.

NetSol Connect, Pvt. Ltd., a wholly owned IP backbone and broadband subsidiary of ours, has recently forged a partnership with UK based computer company, Akhtar Computers of U.K. Pursuant to this agreement, NetSol has retained control of them with ownership of 50.1% to Akhtar's 49.9%. This alliance is designed to permit NetSol to benefit from the potentially high growth of the telecommunications market by bringing in new technology, new resources and capital while permitting NetSol to focus on its core competencies of developing and marketing software. NetSol Akhtar acquired, for cash, another small internet connectivity business named as Raabta Online in Pakistan. This acquisition expands the presence of connectivity business for NetSol Akhtar now in at least three major cities of Pakistan.

NetSol and Intel Corporation recently announced a strategic relationship that would potentially permit NetSol to market its core product, 'LeaseSoft', through Intel websites. In a joint press release made recently by both NetSol and Intel, both companies agreed that they would

deliver a new Solution Blueprint for its core leasing solution. With the collaboration to create a world-class blueprint for the leasing and finance industry, deployment should become even faster and smoother for our customers. This alliance is discussed at [www.Intel.com/ebusiness/Solutions/finance.htm](http://www.Intel.com/ebusiness/Solutions/finance.htm).

### Technical Affiliations

We currently have technical affiliations as: a MicroSoft Certified Partner; a member of the Intel Early Access Program; and, an Oracle Certified Partner.

### MARKETING AND SELLING

#### The Marketing Program

While affiliations and partnering result in potential growth for us, marketing and selling remain essential to building our revenue. The objective of our marketing program is to create and sustain preference and loyalty for NetSol as a leading provider of enterprise solutions, e-services consulting and software solutions. Marketing is performed at the corporate and business unit levels. The corporate marketing department has overall responsibility for communications, advertising, public relations and the website and also engineers and oversees central marketing and communications programs for use by each of the business units.

Our dedicated marketing personnel within the business units undertake a variety of marketing activities, including sponsoring focused client events to demonstrate our skills and products, sponsoring and participating in targeted conferences and holding private briefings with individual companies. We believe that the industry focus of our sales professionals and our business unit marketing personnel enhances their knowledge and expertise in these industries and will generate additional client engagements. With the US technology market slow down, NetSol marketing teams are concentrating on the overseas markets with gradual and cautious entry into the US market.

We generally enter into written commitment letters with clients at or around the time it commences work on a project. These commitment letters typically contemplate that NetSol and the client will subsequently enter into a more detailed agreement, although the client's obligations under the commitment letter are not conditioned upon the execution of the latter agreement. These written commitments and subsequent agreements contain varying terms and conditions and we do not generally believe it is appropriate to characterize them as consisting of backlog. In addition, because these written commitments and agreements often provide that the arrangement can be terminated with limited advance notice or penalty, we do not believe the projects in process at any one time are a reliable indicator or measure of expected future revenues.

### The Markets

NetSol provides its services primarily to clients in global commercial industries. In the global commercial area, our service offerings are marketed to clients in a wide array of industries including, automotive; chemical; tiles/ceramics; Internet marketing; software; medical; banks; U.S. higher education and telecommunication associations and, financial services.

Geographically, NetSol has operations on the West and East Coast of the United States, Central Asia, Europe, and Asia Pacific regions.

During the last two fiscal years ended June 30, 2003, NetSol's revenue mix by major markets was as follows:

	<u>2003</u>	<u>2002</u>
North American (NetSol USA)	15%	41%
Europe (NetSol Technologies, UK Ltd.)	5%	0%
Other International (Abraxas, NetSol Technologies Pvt. Ltd., NetSol Pvt., Ltd., NetSol Connect)	80%	59%
Total Revenues	100%	100%

### Fiscal Performance Overview

We have effectively expanded our development base and technical capabilities by training our programmers to provide customized I/T solutions in many other sectors and not limiting ourselves to the lease and finance industry. We believe that the offshore development concept has been successful as evidenced by several companies in India, which according to the recent statistics by the Indian I/T agency, NASSCOM, showed software exports exceeding \$11 billion in 2003-2004 and \$9.5 billion in the year 2002-2003 as opposed to \$7 billion in 2001.

NetSol Technologies PVT Ltd.

Our subsidiary in Pakistan continues to perform strongly and has enhanced its capabilities and expanded its sales and marketing activities. In May 2004, NetSol inaugurated its newly built Technology Campus in Lahore, Pakistan. This is state of the art, purpose-built and fully dedicated IT and software development facility, is first of its kind in Pakistan. NetSol also signed a strategic alliance agreement with the IT ministry of Pakistan to convert the technology campus into a technology park. By this agreement, the IT ministry would invest nearly Rs 10.0MN (approximately \$150,000) to install fiber optic lines and improve the bandwidth for the facility. NetSol is relocating its entire staff of over 250 employees into this new facility by May 31, 2004.

The Lahore operation supports our worldwide customer base of the LeaseSoft suite of products and all other product offerings. NetSol has continued to lend support to the Lahore subsidiary to further develop its quality initiatives and infrastructure. The major initiative in this area is

the final stage of phase 1 of the development of the technology campus. The development facility in Pakistan, being the engine, which drives NetSol, continues to be the major source of revenue generation. The Pakistan operation has contributed nearly 43% of 2003 revenues primarily through export of I/T Services and product licensed to the overseas markets. NetSol Pakistan has signed on new customers such as Mercedes Benz Finance Japan, DaimlerChrysler Finance Korea and, DaimlerChrysler Leasing Thailand. It also recently signed development contracts with Yamaha Motors of Australia with the marketing and customer support provided by NetSol's subsidiary in Adelaide, Australia.

#### NetSol Technologies UK Ltd

We launched our United Kingdom subsidiary in Fiscal 2003. The UK subsidiary is resourced with experts from the financial services industry. The senior executives joining our UK group brings substantial experience gained from CitiGroup as well as academic excellence from the world's renowned IIT of India. The main focus of this entity is to market the array of banking and leasing solutions in the heart of the financial district in London and the rest of Europe. The UK subsidiary has grown completely organically to a business expected to produce over \$0.5 Million in revenue by the end of the current fiscal year. NetSol recently signed an agreement to develop new software programs for TIG, a major new UK customer.

The UK subsidiary will shortly launch the marketing of the LeaseSoft suite of products. A comprehensive benchmarking of the LeaseSoft Suite will precede the launch. We have retained a consultancy firm to conduct a Gap Analysis for the European market. This exercise will help the UK subsidiary position LeaseSoft as a solution that provides a core set of functionality for the European markets. In addition, the pending acquisition of PTS is designed to create incremental business and new revenue base by penetrating into the UK and European banking segments. Most recently, the UK operations entered into agreements with Citibank Bahrain, DCD Group UK and Habib Allied Bank in the UK.

#### NetSol-Abraxas

The Australian market continues to be active as NetSol maintains its customers such as Yamaha Motors, GMAC Australia, St. George Bank and Volvo Australia. We continue to pursue new customers and new business from its existing customers for its core product lines.

We recently signed an agreement with Australian Motor Finance Pty Ltd., which provides credit to automobile consumers with either very little credit history or minor credit problems. This agreement provides NetSol with transaction-based compensation in exchange for the software being developed for AMF. We signed Yamaha Motors in Australia and DaimlerChrysler Finance in New Zealand as new customers of the LeaseSoft suite. There are a number of new prospects that are in varying degrees of the decision-making process. The Australian subsidiary contributed over 12% of our revenues in fiscal year 2003.

#### NetSol CONNECT

In August 2003, NetSol entered into an agreement with United Kingdom based Akhtar Group PLC (Akhtar). Under the terms of the agreement, Akhtar Group acquired 49.9 percent of our subsidiary, Pakistan based NetSol Connect PTV Ltd., an Internet service provider (ISP) in Pakistan. As part of this Agreement, NetSolCONNECT changed its name to NetSol Akhtar.

NetSol CONNECT was launched in early 2000 in Karachi, Pakistan's largest city. Prior to NetSol CONNECT's technology being brought to Karachi, the concept of high speed "ISP" backbone infrastructure was new in Pakistan. NetSol was the first company to turn such concept into reality. In the past two years, NetSol CONNECT has become the second largest high speed and fast access ISP in Karachi. NetSol believes the ISP space is still in its infancy and the growth prospects are extremely good. By the end of Fiscal year 2002, the direct membership was over 40,000 subscribers. The main competitor of NetSol CONNECT has a subscriber base in the range of 40,000-50,000 in Karachi and has been in business for over 7 years. NetSol CONNECT has been able to attract a number of local and multi-national corporate clients in addition to individual retail customers. *NetSol IR*, a brand of NetSol Connect, was ranked by Pakistan's Ministry of Science & Technology as one of the leading brands in the regional markets of Karachi, Pakistan with respect to high-speed connectivity and service. *NetSol IR's* rapid growth has contributed over 25% to NetSol's revenue. The retail business continues to hold steady accounting for close to 60% of NetSol CONNECT's revenue while corporate clients accounted for 40%. The new partnership with Akhtar Computers is designed to rollout the services of connectivity and wireless to the Pakistani national market.

Akhtar, one of the oldest established computer companies in the UK, is well recognized as a provider of managed Internet services, integrated networks, both local area networks and wide area networks, as well as metropolitan area networks within the UK.

Akhtar's proprietary broadband technologies and solutions will provide NetSol CONNECT a technologically strong platform for strengthening its telecommunications infrastructure within Pakistan with a goal of becoming a leading provider of broadband Internet access to both residential and commercial users.

The initial stage of the agreement provides NetSol with an investment of up to \$1 million in early 2004 in cash to launch a broadband infrastructure in Karachi, the largest business hub in Pakistan. The initial infrastructure will provide a 155MB backbone and a 5MB broadband to customer premises using a proprietary broadband technology and an infrastructure consisting of 20 hubs. After the successful launch of the initial six-month beta program to Karachi's residential and commercial customers, additional rollouts of the hubs are scheduled in Lahore and Islamabad within a 12-month period.

The second investment into the program could provide up to \$20 million to create the first Terabit backbone in Pakistan. This will allow NetSol to provide data, voice, video and other multi-media services to major cities within Pakistan.

NetSol Akhtar Pvt Ltd. shall continue to aggressively seek revenues to growth.

## NetSol USA

In May 2003, NetSol acquired the assets of Altvia Technologies, Inc. (“Altvia”). Altvia provided NetSol an experienced management team familiar with the offshore software development model. From 2000–2003, Altvia maintained an offshore development team in Islamabad, Pakistan. Altvia’s clients included major member-based higher education and telecommunications trade associations in the Washington, D.C. and Baltimore area. The acquisition allows NetSol to extend its business presence in the United States, specifically in the high-growth, greater-Washington, D.C. market. NetSol USA functions as the service provider for the US based customers both in the consulting services area as well as project management. The office provides greater access to the emerging East Coast markets.

## LeaseSoft Sales

LeaseSoft is establishing itself as a dependable and preferred system in the niche market of asset based lease and finance. In 2002-2003, NetSol was able to sell a number of LeaseSoft licenses in Asia, details of which are as follows:

LeaseSoft.WFS at Yamaha Motors Finance Australia (“YMF”) . This was an implementation carried out in only 10 weeks. A pilot project within the client organization, YMF has recommended this software for future implementations wherever YMF may start a wholesale lease and finance business.

LeaseSoft.CAP DaimlerChrysler Leasing Thailand (“DCLT”) . DCLT was already using LeaseSoft.WFS for managing their wholesale finance business and as soon as they decided to aggressively follow retail side leasing in Thailand they opted for NetSol’s Credit Application Processing System. LeaseSoft.CAP will enable DCLT to process larger numbers of applications per given period of time while simultaneously providing the functionalities to reduce the probability of default per approved loan.

LeaseSoft.CAP at UMF Leasing Singapore. UMF Leasing Singapore was already using LeaseSoft.CAM and opted for another application from the LeaseSoft suite, LeaseSoft.CAP. Both the applications (LeaseSoft.CAM and LeaseSoft.CAP) seamlessly integrate to provide back office automated processing of credit applications and comprehensive management of the resulting contracts.

LeaseSoft.CAP at DaimlerChrysler Services New Zealand . DaimlerChrysler was already using this system in Australia and opted for this system as they started their operations in New Zealand.

Management believes this highlights that the LeaseSoft system has satisfied and built a brand loyal customer base.

Shin DB (Database Model of retail side LeaseSoft) at Mercedes Benz Finance Japan (“MBFJ”). MBFJ has acquired an integrated Database Model of LeaseSoft.CAP and LeaseSoft.CAM.

LeaseSoft.WFS at DaimlerChrysler Services South Korea . Looking at the success of this software in Thailand, DaimlerChrysler purchased and implemented this software while establishing their operations in South Korea.

## Pay per use Pricing Strategy for LeaseSoft

NetSol understands that the high upfront cost of acquiring LeaseSoft can be barrier to entry for some medium to small size companies. To continue to aggressively broaden the client base, NetSol has been innovative in this regard and plans to introduce “PAY PER USE” pricing strategy for all LeaseSoft constituent applications. According to this strategy, small and medium scale clients will only pay for the system for the amount of time they use it or the number of transactions they carry out through it. NetSol plans to introduce this novel pricing by end of first quarter 2004.

## Technology Campus

We broke ground for our Technology Campus in January 2000 with a three-phase plan of completion. Initially, we anticipated the completion of Phase One by fall 2001, but due to the delay in financing, and other challenges we faced, the completion was delayed. However, Phase One is complete and the Lahore operation began moving into the Technology Campus in May 2004. By relocating the entire Lahore operation from its current leased premises to the Campus, we will save approximately \$150,000 annually, in rent or other facility related expenses. As the only technology campus of its size in Pakistan, NetSol’s move into its Campus received statewide news coverage. Once fully operational and completed, the campus is expected to house over 2,500 I/T professionals in approximately three acres of land. The campus site is located in Pakistan’s second largest city, Lahore, with a population of six million. An educational and cultural center, the city is home to most of the leading technology oriented academia of Pakistan including names like LUMS, NU-FAST and UET. These institutions are also the source of quality I/T resources for us. Lahore is a modern city with very good communication infrastructure and road network, The Technology campus is located at about a 5-minute drive from the newly constructed advanced and high-tech Lahore International Airport. This campus will be the first purpose built software building with state of the art technology and communications infrastructure in Pakistan. We have made this investment to attract contracts and projects from blue chip customers from all over the world.

## Employees

We believe we have developed a strong corporate culture that is critical to our success. Our key values are delivering world-class quality software, client-focused timely delivery, leadership, long-term relationships, creativity, openness and transparency and professional growth. The services provided by NetSol require proficiency in many fields, such as computer sciences, programming, mathematics, physics, engineering, and communication and presentation skills. Almost every one of our software developers is proficient in the English language. English is the second most spoken language in Pakistan and is mandatory in middle and high schools.

To encourage all employees to build on our core values, we reward teamwork and promote individuals who demonstrate these values. NetSol offers all of its employees the opportunity to participate in its stock option program. Also, we have an intensive orientation program for new employees to introduce our core values and a number of internal communications and training initiatives defining and promoting these core

values. We believe that our growth and success are attributable in large part to the high caliber of our employees and our commitment to maintain the values on which our success has been based. NetSol worldwide is an equal opportunity employer. NetSol attracts professionals not just from Pakistan, where it is very well known, but also I/T professionals living overseas.

NetSol believes it has gathered, over the course of many years, a team of very loyal, dedicated and committed employees. Their continuous support and belief in the management has been demonstrated by their further investment of cash. Most of these employees have exercised their stock options during very difficult times for us. Management believes that its employees are the most valuable asset of NetSol.

There is significant competition for employees with the skills required to perform the services we offer. We believe that we have been successful in our efforts to attract and retain the highest level of talent available, in part because of the emphasis on core values, training and professional growth. We intend to continue to recruit, hire and promote employees who share this vision.

As of June 30, 2004, we had 294 full-time employees; comprised of 195 I/T project personnel, 55 employees in general and administration and 44 employees in sales and marketing. There are 8 employees in the United States, 270 employees in Pakistan, 6 in Australia and 10 in the United Kingdom. None of our employees are subject to a collective bargaining agreement.

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## Competition

Neither a single company nor a small number of companies dominate the I/T market in the space in which we compete. A substantial number of companies offer services that overlap and are competitive with those offered by NetSol. Some of these are large industrial firms, including computer manufacturers and computer consulting firms that have greater financial resources than NetSol and, in some cases, may have greater capacity to perform services similar to those provided by NetSol.

Some of our competitors are International Decisions Systems, Inc., McHugh Systems, Ltd., Data Scan, Inc., KPMG, CresSoft Pvt Ltd., Systems Limited, Cybernet Pvt. Ltd., Tenhill Plc, and SouthPac Australia. These companies are scattered worldwide geographically. In terms of offshore development, we are in competition with some of the Indian companies such as Wipro, HCL, TCS, InfoSys, Satyam Infoway and others. Many of the competitors of NetSol have longer operating history, larger client bases, and longer relationships with clients, greater brand or name recognition and significantly greater financial, technical, and public relations resources than NetSol. Existing or future competitors may develop or offer services that are comparable or superior to ours at a lower price, which could have a material adverse effect on our business, financial condition and results of operations.

## Customers

Some of the customers of NetSol include: Capital Stream – USA, DaimlerChrysler Services Asia Pacific – Singapore; Mercedes Benz Finance – Japan; Yamaha Motors Finance – Australia; Tung-Yang Leasing Company Taiwan; Debis Portfolio Systems – UK; DaimlerChrysler Services – Australia; DaimlerChrysler Leasing – Thailand; DaimlerChrysler Services – Korea; UMF Leasing Singapore; and, DaimlerChrysler Services New Zealand. In addition, NetSol provides offshore development and customized I/T solutions to blue chip customers such as Citibank Pakistan, DCD Holding UK, TIG Plc in UK and, Habib Allied Bank UK. With the Altvia acquisition, NetSol has acquired, as clients, some of the most well known higher education and telecommunications associations based in the United States. NetSol is also a strategic business partner for DaimlerChrysler Services (which consists of a group of many companies), which accounts for approximately 20% of our revenue. No other individual client represents more than 10% of the revenue for the fiscal year ended June 30, 2003.

## The Internet

We are committed to regaining and extending the advantages of our direct model approach by moving even greater volumes of product sales, service and support to the Internet. The Internet provides greater convenience and efficiency to customers and, in turn, to us. We receive 150,000 hits per month to [www.netsoltek.com](http://www.netsoltek.com). We also maintain a product specific website for LeaseSoft at [www.leasesoft.biz](http://www.leasesoft.biz).

Through our Web sites, customers, potential customers and investors can access a wide range of information about our product offerings, can configure and purchase systems on-line, and can access volumes of support and technical information about us.

## Operations

Our headquarters are in Calabasas, California. Nearly 75% of the production and development is conducted at NetSol PK in Lahore, Pakistan. The other 25% of development is conducted in the Proximity Development Center or "PDC" in Adelaide, Australia. The majority of the marketing is conducted through NetSol USA, NetSol Abraxas Australia, and NetSol UK.

NetSol UK services and supports the clients in the UK and Europe. NetSol PK services and supports the customers in the Asia and South Asia regions.

A significant portion of our software is developed in Pakistan. Despite global unrest, regional tension and downturn in the US markets, the economy of Pakistan is bouncing back. For the first time in the history of Pakistan, the foreign exchange reserve has exceeded \$11.0 billion in comparison with just below \$2.0 billion in 2000. The stock market in Pakistan is the most bullish in the Asia Pacific region with market growth over 300% year to date (Karachi Stock Exchange on October 18, 2001 was at 1,103 points vs. 5,400 points on May 20, 2004). Pakistan, now a close US ally, is recognized by the western world as becoming a very conducive and attractive country for foreign collaboration and investments. We believe that we are in a strong position to continue to use this offshore model, which includes competitive price advantage, to serve our customers. Just recently Moody's International assessed Pakistan as less vulnerable than many countries in the Asia Pacific region. Also, Standard & Poor's rating on Pakistan has been improved to positive. The present government has taken major bold steps to attract new foreign investment and bolster the local economy.

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NetSol USA functions as the service provider for US based customers both in the consulting services area as well as in the project management. In addition, the Maryland office provides greater access to the emerging markets on the East Coast. NetSol USA is exploring opportunities for marketing alliances with local companies to further enhance its marketing capabilities.

#### Organization

NetSol Technologies, Inc. (formerly NetSol International, Inc.) was founded in 1997 and is organized as a Nevada corporation. We amended our Articles of Incorporation on March 20, 2002 to change our name to NetSol Technologies, Inc.

Our success, in the near term, will depend, in large part, on our ability to: (a) minimize additional losses in our operations; (b) raise funds for continued operations and growth; and, (c) enhance and streamline sales and marketing efforts in the United States, Asia Pacific region, Pakistan, Europe, Japan and Australia. However, management's outlook for the continuing operations, which has been consolidated and has been streamlined, remains optimistic and bullish. With continued emphasis on a shift in product mix towards the higher margin consulting services, we anticipate to be able to continue to improve operating results at its core by reducing costs and improving gross margins.

#### Intellectual Property

We rely upon a combination of nondisclosure and other contractual arrangements, as well as common law trade secret, copyright and trademark laws to protect our proprietary rights. We enter into confidentiality agreements with our employees, generally requires our consultants and clients to enter into these agreements, and limits access to and distribution of our proprietary information. The NetSol logo and name, as well as the LeaseSoft logo and product name have been copyrighted and trademark registered in Pakistan.

#### Governmental Approval and Regulation

Our current operations do not require specific governmental approvals. Like all companies, including those with multinational subsidiaries, we are subject to the laws of the countries in which we maintain subsidiaries and conduct operations. Pakistani law allows a 15-year tax holiday on exports of I/T products and services. There are no State Bank restrictions on profits and dividends repatriation. Accordingly, foreign-based companies are free to invest safely in Pakistan and at the same time transfer their investment out of Pakistan without any approvals or notices. The present Pakistani government has effectively reformed the policies and regulations effecting foreign investors and multinational companies thus, making Pakistan an attractive and friendly country in which to do business.

## MANAGEMENT'S DISCUSSION AND ANALYSIS AND PLAN OF OPERATIONS

The following discussion is intended to assist in an understanding of NetSol's financial position and results of operations for the year ended June 30, 2003 and the quarter and nine months ending March 31, 2004.

#### Forward-Looking Information.

This report contains certain forward-looking statements and information relating to NetSol that is based on the beliefs of its management as well as assumptions made by and information currently available to its management. When used in this report, the words "anticipate", "believe", "estimate", "expect", "intend", "plan", and similar expressions as they relate to NetSol or its management, are intended to identify forward-looking statements. These statements reflect management's current view of NetSol with respect to future events and are subject to certain risks, uncertainties and assumptions. Should any of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those described in this report as anticipated, estimated or expected. NetSol's realization of its business aims could be materially and adversely affected by any technical or other problems in, or difficulties with, planned funding and technologies, third party technologies which render NetSol's technologies obsolete, the unavailability of required third party technology licenses on commercially reasonable terms, the loss of key research and development personnel, the inability or failure to recruit and retain qualified research and development personnel, or the adoption of technology standards which are different from technologies around which the Company's business ultimately is built. NetSol does not intend to update these forward-looking statements.

#### PLAN OF OPERATIONS

Management has set the following new goals for NetSol's next 12 months.

##### Initiatives and Investment to Grow Capabilities

- Achieve CMM Level 4 Accreditation in 2004.
- Enhance Software Design, Engineering and Service Delivery Capabilities by increasing investment in training.
- Enhance and invest in R&D or between 5-7% of yearly budgets in financial, banking and various other domains within NetSol's core competencies.
- Recruit additional senior level Managers both in Lahore and Bangalore facilities to be able to support potential new customers from the North American and European markets.
- Embark on a program of recruiting the best available talent in Project and Program Management.
- Complete the first phase of its dedicated and fully owned Technology Campus and relocate the entire Lahore based staff to the newly completed building.
- Increase Capex, to enhance Communications and Development Infrastructure.
- Launch new business development initiatives in hyper growth economies such as China.
- Create new technology partnership with Oracle and strengthen our relationship with Intel in Asia Pacific and in the USA.

Top Line Growth through Investment in marketing organically and by mergers and acquisition (“M&A”) activities:

- Launch LeaseSoft into new markets by assigning new, well-established companies as distributors in Europe, Asia Pacific including Japan.
- Expand relationships with key customers in the US, Europe and Asia Pacific.
- Product Positioning through alliances and partnership.
- Joint Ventures.
- Direct Marketing of Services.
- Embark on roll up strategy by broadening M&A activities broadly in the software development domain.

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- Enhance the sales and marketing organization by hiring new key executives in the US, UK and Asia.
- Effectively position and marketing campaign for ‘Trapeze’ or PTS. This is a potentially big revenue generator in the banking domain for which NetSol has already invested significant time and resources towards completing the development of this application.

With these goals in mind, we have entered in to the following arrangements:

LeaseSoft Distributors. NetSol is also very active in appointing key distributors in Japan, Asia and in Europe for its LeaseSoft products. We have signed an agreement with Gedas in Japan to act as a distributor of the LeaseSoft products.

Intel Corporation. NetSol forged what management believes to be a very important and strategic alliance with Intel Corporation to develop a blueprint that would give broader exposure and introduction to NetSol’s LeaseSoft products to a global market. NetSol recently attended major events in China and in San Francisco through its Intel relationship, which was designed to connect and introduce NetSol to Intel partners worldwide.

Launch of Indian Subsidiary. On March 17, 2004, NetSol announced that it had launched a wholly owned subsidiary, NetSol International Pvt. Ltd., in Bangalore, India. NetSol established this subsidiary as a service delivery base for legacy systems migration, IT consultancy and certain software engineering skills that are more readily available in India. The Indian IT-enabled services business produces over \$12 billion in export earnings and is growing at over 20% annually. By establishing the Indian subsidiary, NetSol hopes to tap into the growing Indian market.

Funding and Investor Relations.

- Further strengthen its relationships with investment banking partners.
- Continue to raise capital at attractive terms through private placements, convertible debt debentures and as needed new public offerings, for its many initiatives and programs.
- Infuse new capital from potential exercise of outstanding investors’ warrants and employees options for business development and enhancement of infrastructures.
- Continuing to efficiently and prudently manage cash requirements and raise capital from the markets only as it deems absolutely necessary to execute the growth strategy.

Improving the Bottom Line.

- Continue to review costs at every level.
- Grow process automation.
- Profit Centric Management Incentives.
- More local empowerment and P&L Ownership in each Country Office.
- Improve productivity at the development facility and business development activities.
- Cost efficient management of every operation and continue further consolidation to improve bottom line.

Management believes that NetSol is in a position to derive higher productivity based on current capital employed.

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Management continues to be focused on building its delivery capability and has achieved key milestones in that respect. Key projects are being delivered on time and on budget, quality initiatives are succeeding, especially in maturing internal processes. Management believes that further leverage was provided by the development ‘engine’ of NetSol, which became CMM Level 2 in early 2002. In a quest to continuously improve its quality standards, NetSol reached CMM Level 3 assessment in July 2003. According to the website of SEI of Carnegie Mellon University, USA, only a few software companies in the world have announced their assessment of level 3. As a result of achieving CMM level 3, NetSol is experiencing a growing demand for its products and alliances from blue chip companies worldwide. NetSol is now aiming for CMM level 4 in 2004 and potentially CMM level 5, the highest CMM level, in 2005. NetSol plans to further enhance its capabilities by creating similar development engines in other Southeast Asian countries with CMM levels quality standards. This would make NetSol much more competitive in the industry and provide the capabilities for development in multiple locations. Increases in the number of development locations with these CMM levels of quality standards will provide customers with options and flexibility based on costs and broader access to skills and technology.



## MATERIAL TRENDS AFFECTING NETSOL

NetSol has identified the following material trends affecting NetSol

Positive trends:

- Outsourcing of services and software development is growing worldwide.
- The Global IT budgets are estimated to exceed \$1.2 trillion in 2004, according to the internal estimates of Intel Corporation. About 50% of this IT budget would be consumed in the US market alone primarily on the people and processes.
- Overall economic expansion worldwide and explosive growth in the merging markets specifically.
- Regional stability and improving political environment between Pakistan and India.
- Economic turnaround in Pakistan including: a steady increase in gross domestic product; much stronger dollar reserves, which is at an all time high of over \$12 billion; stabilizing reforms of government and financial institutions; improved credit ratings in the western markets, and elimination of corruption at the highest level.

Negative trends:

- The disturbance in Middle East and rising terrorist activities post 9/11 worldwide have resulted in issuance of travel advisory in some of the most opportunistic markets. In addition, travel restrictions and new immigration laws provide delays and limitations on business travel.
- The potential impact of higher U.S. interest rates including, but not limited to, fear of inflation that may drive down IT budgets and spending by U.S. companies.

## CRITICAL ACCOUNTING POLICIES

Our financial statements and related public financial information are based on the application of accounting principles generally accepted in the United States ("GAAP"). GAAP requires the use of estimates; assumptions, judgments and subjective interpretations of accounting principles that have an impact on the assets, liabilities, and expense amounts reported. These estimates can also affect supplemental information contained in the external disclosures of NetSol including information regarding contingencies, risk and financial condition. Management believes our use of estimates and underlying accounting assumptions adhere to GAAP and are consistently and conservatively applied. Valuations based on estimates are reviewed for reasonableness and conservatism on a consistent basis throughout NetSol. Primary areas where our financial information is subject to the use of estimates, assumptions and the application of judgment include our evaluation of impairments of intangible assets, and the recoverability of deferred tax assets, which must be assessed as to whether these assets are likely to be recovered by us through future operations. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ materially from these estimates under different assumptions or conditions. We continue to monitor significant estimates made during the preparation of our financial statements.

## VALUATION OF LONG-LIVED AND INTANGIBLE ASSETS

The recoverability of these assets requires considerable judgment and is evaluated on an annual basis or more frequently if events or circumstances indicate that the assets may be impaired. As it relates to definite life intangible assets, we apply the impairment rules as required by SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and Assets to Be Disposed Of" which requires significant judgment and assumptions related to the expected future cash flows attributable to the intangible asset. The impact of modifying any of these assumptions can have a significant impact on the estimate of fair value and, thus, the recoverability of the asset.

## INCOME TAXES

We recognize deferred tax assets and liabilities based on the differences between the financial statement carrying amounts and the tax bases of assets and liabilities. We regularly review our deferred tax assets for recoverability and establish a valuation allowance based upon historical losses, projected future taxable income and the expected timing of the reversals of existing temporary differences. During fiscal year 2003-2004, we estimated the allowance on net deferred tax assets to be one hundred percent of the net deferred tax assets.

## CASH RESOURCES

We were successful in improving our cash position by the end of our fiscal year, June 30, 2003, and as of the end of the first quarter of fiscal 2004, September 30, 2003. In addition to \$809,566 injected by the exercise of options by several employees in 2003, we also entered into a financing deal with a UK based institution, DCD Group Ltd. This agreement was reached in February 2003 by which a first tranche of \$257,000 was raised through equity placement. We also offered a substantial number of warrants to DCD Group. If exercised, these are potentially valued over \$1.7 million with exercise prices ranging from \$1.75, \$2.50 and \$5.00 per share. There is also a standing line of credit of \$1 million with DCD Group to fund new development related projects.

On May 5, 2003, we entered into an investment banking relationship with Maxim Group LLC, a New York based investment bank. In July, we closed the first Private Placement Offering with Maxim as the placement agent for approximately \$1.2 million for 946,963 shares.

Early in the second quarter of 2003, we were successful in getting a release of a \$500,000 performance bond from one of its biggest customers, Daimler Chrysler-Singapore. This bond was posted by NetSol upon request of the customer in 2000. The release of this bond not only helped us financially, but it also reflected the confidence of the customer in our deliverability and capabilities.

In October 2002, NetSol terminated its rental lease agreement with Kilroy Realty for the office space it occupied from 2000. We were able to

recover over \$200,000 cash from the letter of credit it provided to Kilroy in 2000.

As a result of stock price recovery and stability, we have witnessed employees willing to exercise their stock options and inject cash into us. Unexercised options and warrants, if exercised in full, represent an approximate \$3 million addition of capital to NetSol and are detailed in other sections. Continued exercise of options our employees could result in an increased cash flow for us.

## CHANGE IN MANAGEMENT AND BOARD OF DIRECTORS

During the fiscal year 2002, Syed Husain, the Chief Operating Officer (“COO”) and Rick Poole, the

Chief Financial Officer (“CFO”) left NetSol. Najeeb Ghauri was appointed CFO and secretary in addition to his role of Chairman of the Board of Directors.

Board of Directors

At the 2004 Annual Shareholders Meeting an eight member board was elected. The shareholders voted in an overwhelming majority for the new slate of directors. The board now consists of Mr. Najeeb U. Ghauri, Mr. Jim Moody, Mr. Salim Ghauri, Mr. Eugen Beckert, Mr. Naeem U. Ghauri, Mr. Shahid Burki, Mr. Irfan Mustafa and, Mr. Shabir Randeree.

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## RESULTS OF OPERATIONS

### The Year Ended June 30, 2003 Compared To The Year Ended June 30, 2002

Net revenues for the year ended June 30, 2003 were \$3,745,386 as compared to \$3,578,112 for the year ended June 30, 2002. Net revenues are broken out among the subsidiaries as follows:

	2003	2002
Netsol USA	\$ 467,662	\$1,453,819
Netsol - Altiva	41,206	—
Netsol TECH and Private	1,581,012	1,931,639
Netsol Connect	1,185,162	—
Netsol UK	83,737	—
Netsol-Abraxas Australia	386,607	192,655
<b>Total Net Revenues</b>	<b>\$3,745,386</b>	<b>\$3,578,113</b>

The total consolidated net revenue for fiscal year 2003 was \$3,745,386 compared to \$3,578,112 in fiscal year 2002. This is a nearly 5% increase in revenue, which could be directly attributed to an increased demand of LeaseSoft products and services. The operating loss from operations in fiscal year 2003 was \$2,265,491 including a depreciation and amortization charge of \$1,576,890. The loss also includes settlement expenses of \$202,759 for the UK and German entities. The total loss from operations including the above mentioned non-cash charges was \$2,615,581, which is a significant reduction of 63% from \$5,229,134 in fiscal year 2002. The net loss in fiscal year 2003 was \$2,615,581 compared to \$5,998,864 in fiscal year 2002 or 57% reduction. Similarly the net loss per share dropped to \$0.47 in 2003 compared to \$2.00 in 2002. The total weighted average of shares outstanding basic and diluted was 4.5 million against 3.0 million in 2002.

We experienced a revenue decrease from the prior year for its North American operations. We are aligning ourselves with the current reduction in demand for its services in the US markets. This has been achieved by laying off 10 employees from its US operations and by downsizing our office space in Virginia and Calabasas, resulting in major cost reductions. Since August 1999, NetSol USA has generated a total of \$3,876,561 of revenues.

Operating expenses were \$4,231,884 for the year ended June 30, 2003 compared to \$5,845,567 for the year ended June 30, 2002. During the years ended June 30, 2003 and 2002, we issued 93,400 and 163,000 restricted common shares, respectively, in exchange for services rendered. We recorded this non-cash compensation expense of \$39,200 and \$116,995 for the years ended June 30, 2003 and 2002, respectively. Total professional service expense, including non-cash compensation, was \$272,447 and \$964,508 for the years ended June 30, 2003 and 2002, respectively. During the years ended June 30, 2003 and 2002, we recorded depreciation and amortization expense of \$1,576,890 and \$2,115,399. Operating expenses in total, including all general and administrative expenses, have also decreased as a result of reduction in salaries and related costs primarily due to reduction in staff at all levels of Netsol and the continuing monitoring of our infrastructure, both at the parent and the subsidiary levels. We believe that the accounts receivable balance as of June 30, 2003 will provide a good source of working capital for fiscal 2004. Salaries and wages expenses were \$934,383 and \$1,461,157 for the years ended June 30, 2003 and 2002, respectively. This reduction was due in part to the elimination of higher salaried positions. General and administrative expenses were \$956,644 and \$1,135,560 for the years ended June 30, 2003 and 2002, respectively. The decrease was due in part to the cost savings actions taken by us. Gross Profit was 47.5% of revenues for fiscal 2003, compared to 17.23% of revenues in fiscal 2002. Net loss was \$2,137,506 or \$0.47 per share (basic and diluted) for the year ended June 30, 2003 as compared to \$5,998,864 or \$2.00 per share (basic and diluted) for the year ended June 30, 2002. This resulted in a loss per share, basic and diluted, from continuing operations of \$0.57 for fiscal 2003 as compared with \$2.00 for fiscal 2002. The loss per share for discontinued operations was \$0.11 for fiscal 2003. Our United Kingdom and German operations were discontinued in 2002 and the early part of 2003.

Our cash position was \$214,490 at June 30, 2003. After year-end June 30, 2003, in July 2003, we closed a private placement financing of

more than \$1.2 million through the sale of 946,963 shares of our common stock. In this private placement, the placement agent received a warrant to purchase 81,000 shares of our common stock.

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**Quarter Ended March 31, 2004 as compared to the Quarter Ended March 31, 2003 :**

Net revenues were \$1,700,774 and \$914,258 for the quarter ended March 31, 2004 and March 31, 2003, respectively. This reflects an increase of \$786,516 or 86% during the quarter ended March 31, 2004. The increase is mainly from growth in our U.S. and Asia Pacific businesses. There is incremental improvement in the UK business as well as top-line growth from the NetSol Akhter subsidiary as a result of organic growth and growth from the Raabta Online acquisition.

NetSol has made significant progress in new customer acquisition. All of our owned subsidiaries have signed contracts with new customers. In the current quarter NetSol, as a group, has signed five new customers. All of the new relationships would add to the top line over the next six months as well as contributing to revenue growth in the current quarter.

We continue to nurture and grow our relationships with our existing customers, both in sales of new product licenses and professional services.

Our U.S. subsidiary, NetSol Altvia, has created a growing niche in the "not-for-profit" business space in the Washington D. C. area. The Washington D. C. area office continues to sign new business for both its Knowledge Base Product and Professional services.

NetSol UK continues its business development activities and has seen good traction in its sales pipeline. The UK office recently signed a major new customer in the Insurance business. The relationship with this publicly traded UK company has the potential to bring significant new recurring revenues to the subsidiary. NetSol UK just signed a contract with a UK based public company called TIG

NetSol UK has ongoing relationships with Habib Allied Bank and DCD Group. These relationships are bringing recurring revenues and are expected to continue in the near term.

As a direct result of the successful implementations of some of our current systems with DaimlerChrysler, we are noticing an increasing demand for LeaseSoft. Although the sales cycle for LeaseSoft is rather long, we are experiencing a 100% increase in product demonstration, evaluation and assessment by blue chip companies in the UK, Australia, Japan, Europe and Pakistan. The crown jewel of our product line "CMS" ("Contract Management System") which was sold to three companies of DaimlerChrysler Asia Pacific Region in 2001 for a combined value in excess of two million dollars was implemented and delivered to customers in 2003. Based on ELA, (Equipment and Leasing Association of N. America) the size of the world market for the leasing and financing industry is in excess of \$500 billion of which the software sector represents over a billion dollars. A number of large leasing companies will be looking to renew legacy applications. This places NetSol in a very strong position to capitalize on any upturn in IT spending by these companies. NetSol is well positioned to sell several new licenses in fiscal year 2004 that could potentially increase the sales and bottom line. As NetSol sells more of these licenses, management believes it is possible that the margins could increase to upward of 70%. The license prices of these products vary from \$100,000 to \$500,000 with additional charges for customization and maintenance of between 20%-30% each year. NetSol, in parallel, has developed banking applications software to boost its product line and these systems were sold to Citibank and Askari Banks in Pakistan in 2002. New customers in the banking sector are also growing and NetSol expects substantial growth in this area in the coming year.

The gross profit was \$1,005,951 in the quarter ending March 31, 2004 as compared with \$504,648 for the same quarter of the previous year. The gross profit percentage has increased modestly to approximately 59% in the quarter ended March 31, 2004 from approximately 55% for the quarter ended March 31, 2003. The cost of sales increased approximately \$285,213 from the prior quarter; however, the gross profit percentage increased 4%. A new contract was entered into during the quarter whereby only a portion of the employees working on the training phase of the project were covered by the customer. This contributed to the increase in the cost of sales and the slight increase in gross profit percentage. Management is confident that the profit margin will improve as the project becomes fully engaged. As previously disclosed, revenue from Capital Stream was realized from January 2004 and onwards.

Operating expenses were \$1,504,639 for the quarter ending March 31, 2004 as compared to \$990,518, for the corresponding period last year. The increase is largely attributable to the increase in salaries as more people are hired in sales and administration. In addition, the compensation committee renewed the employment agreement for three key officers who were given a pay raise effective January 1, 2004, the first time in NetSol's history. These officers had been working on the same salaries for at least 5 years. Two of the officers have agreed to take the incremental compensation increase against exercising options granted to them instead of cash payments. Also included in this increase is \$103,233 in costs for placing the Bridge Loan. NetSol has streamlined its operations by consolidation, divestment and enhanced operating efficiencies. Depreciation and amortization expense amounted to \$402,151 and \$464,999 for the quarter ended March 31, 2004 and March 31, 2003, respectively. Combined salaries and wage costs were \$408,840 and \$194,963 for the quarter ended March 31, 2004 and 2003, respectively, or an increase of \$213,877 from the corresponding period last year. The addition of new management level employees and consultants from the Altvia acquisition and new employees at our UK subsidiary resulted in an overall increase.

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Selling and marketing expenses were \$49,690 and \$11,628, in the quarter ended March 31, 2004 and 2003, respectively, reflecting the growing sales activity of NetSol. NetSol wrote-off as uncollectible bad debts of \$59,821 in the current quarter compared to \$0 for the comparable prior period in the prior year. Professional services expense increased to \$70,701 in the quarter ended March 31, 2004, from \$64,270 in the corresponding period last year.

Loss from continued operations was \$498,688 and \$485,870 for the quarters ended March 31, 2004 and 2003, respectively. This represents an increase of \$12,818 for the quarter compared for the comparable period in the prior year.

Net losses were \$403,550 and \$517,646 for the quarters ended March 31, 2004 and 2003, respectively. This is a reduction of 28% compared

to the prior year. The net EBITDA losses were \$1,399 & \$52,647 after amortization & depreciation charges of \$402,151 and \$464,999 respectively. The current period amount includes \$71,049 add-back for the 49.9% minority interest in NetSol Connect owned by another party. NetSol also recognized an expense of \$3,323 for the beneficial conversion feature on a note payable and a gain of \$99,146 from the settlement of a debt. Net loss per share, basic and diluted, was \$0.05 for the quarter ended March 31, 2004 as compared with \$0.12 for the corresponding period last year.

#### **Nine-Month Period Ended March 31, 2004 as compared to the Nine-Month Period Ended March 31, 2003 :**

Net revenues were \$3,881,731 and \$2,513,914 for the nine-month periods ended March 31, 2004 and 2003, respectively. This reflects an increase of \$1,367,817 (35%) in the nine-month period ended March 31, 2004. This increase is attributable to new orders of licenses and an increase in services business, including additional maintenance work.

NetSol added a few new customers such as, Capital Stream in USA, Cal Portland Cement in USA, Habib Allied Bank, DCD Group, enhancement in the Yamaha Motors project, DaimlerChrysler New Zealand and a few local customers in the Pakistan region.

The gross profit was \$2,236,195 for the nine months ending March 31, 2004 as compared with \$1,481,604 for the same period of the previous year. The gross profit percentage has decreased modestly to approximately 58% in the current fiscal year from approximately 59% for the nine months ended March 31, 2003. A new contract was entered into during the current fiscal quarter whereby only a portion of the employees working on the training phase of the project were covered by the customer. This contributed to the increase in the cost of sales and the decrease in gross profit percentage. Management is confident that the profit margin will improve as the project becomes fully engaged. While the cost of sales and the cost of delivery of projects have both been reduced in the quarter, NetSol maintained all its delivery commitments and has won new business from existing and new customers. While management is striving to negotiate better pricing on new agreements, NetSol has been required to react to overall general economic factors in determining its present pricing structure. The gross profit margin was also improved due to improved quality standards such as achieving the assessment of CMM Level 3 in 2003.

Operating expenses were \$4,151,496 for the nine-month period ending March 31, 2004 as compared to \$3,579,364, for the corresponding period last fiscal year. NetSol has streamlined its operations by consolidation, divestment and enhanced operating efficiencies. Depreciation and amortization expense amounted to \$1,226,180 and \$1,340,839 for the nine-month period ended March 31, 2004 and 2003, respectively. This decrease was attributable to selling of assets by the subsidiaries. Combined salaries and wage costs were \$1,003,289 and \$688,74 for the nine month period ended March 31, 2004 and 2003, respectively, or an increase of \$314,548 from the corresponding period last year. The addition of new management level employees and consultants from the Altvia acquisition and new employees at our UK subsidiary, as well as an increase in sales and administration employees resulted in the increase. In addition, key officers were given a pay raise effective January 1, 2004, the first in company's history. Two of the officers have agreed to take the incremental compensation against exercising options granted to them. Also included in the general and administrative expense increase is \$103,233 in costs for placing the Bridge Loan and \$22,500 for settlement of a legal dispute. In the last quarter, company had to incur extra costs for annual shareholders meeting including proxies mailing and other administrative related costs.

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Selling and marketing expenses increased to \$96,377 in the six-month period ended March 31, 2004 as compared to \$67,384 in the nine-month period ended March 31, 2003, reflecting the growing sales activity of NetSol. NetSol wrote-off, as uncollectible, bad debts of \$153,327 and \$167,733 for the nine months ended March 31, 2004 and 2003, respectively. Professional services expense increased slightly to \$310,403 in the nine-month period ended March 31, 2004, from \$308,036 in the corresponding period last year.

Loss from operations was \$1,838,075 and \$2,097,760 for the nine months ended March 31, 2004 and 2003, respectively. This represents a reduction of \$361,232 for the nine-month period compared to the prior year. This reduction is attributable to improved operating margins.

Net losses from continued operations were \$1,838,075 and \$2,097,760 for the nine months ended March 31, 2004 and 2003, respectively. This represents a reduction of \$361,232 for the nine-month period compared to the prior year. The current period amount includes \$164,387 add-back for the 49.9% minority interest in NetSol Connect owned by another party. NetSol also recognized an expense of \$99,350 for the beneficial conversion feature on notes payable, a gain of \$104,088, from writing off a note payable in one of the subsidiaries that had been paid through the issuance of stock by the parent in the prior year and a gain of \$99,146 from the settlement of a debt. During the nine months ended March 31, 2003, NetSol recognized a gain from discontinuation of a subsidiary in the amount of \$478,075. Net loss per share, basic and diluted, was \$0.22 for the nine-months ended March 31, 2004 as compared with \$0.46 for the corresponding period last year.

#### **Going Concern Qualification**

Our independent auditors have included an explanatory paragraph in their report on the June 30, 2003 consolidated financial statements discussing issues which raise substantial doubt about our ability to continue as a "going concern." The going concern qualification is attributable to our historical operating losses, our lack of cash reserves and capital, and the amount of capital which we project our needs to satisfy existing liabilities and achieve profitable operations. In positive steps, we have closed down our loss generating businesses, and continue to evaluate and implement cost cutting measures at every entity level. We are optimistic that the remaining entities can become profitable in fiscal 2004. For the year ended June 30, 2003, we continued to experience a negative cash flow from consolidated operations, and projects that it will need certain additional capital to enable it to continue operations at its current level beyond the near term. We believe that certain of this needed capital will result from the successful collection of our accounts receivable balances as projects are completed during the coming fiscal year. We believe we can raise additional funds through private placements of its common stock.

#### **Liquidity And Capital Resources**

Net cash used for operating activities amounted to \$3,325,515 for the nine months ended March 31, 2004, as compared to \$1,009,155 for the comparable period last fiscal year. The increase is mainly due to an increase in prepaid expenses and accounts receivable.

Net cash used by investing activities amounted to \$855,492 for the nine months ended March 31, 2004, as compared to providing \$624,162 for the comparable period last fiscal year. The difference lies primarily in the net purchase of \$820,047 in certificates of deposits in the current

fiscal year compared to proceeds of \$714,334 in the prior year. During the current fiscal year, NetSol had proceeds of \$210,000 from the sale of a minority interest in NetSol's subsidiary NetSol Connect. In addition, NetSol had net purchases of property and equipment of \$178,590 compared to \$90,172 for the comparable period last fiscal year.

Net cash provided by financing activities amounted to \$4,385,750 and \$797,409 for the nine months ended March 31, 2004, and 2003, respectively. The nine-month period ended March 31, 2004 included the cash inflow of \$1,102,050 from issuance of equity and \$1,215,575 from the exercising of stock options and warrants. In the current fiscal year, NetSol had \$1,067,000 from proceeds of loans as compared to \$227,667 in the comparable period last year. NetSol also obtained a \$1,200,000 convertible debenture during the current fiscal year.

NetSol's cash position was \$449,047 at March 31, 2004. In addition NetSol had \$820,047 in certificates of deposit, of which \$50,000 is being used as collateral on a secured line of credit with City National Bank. The total cash position including the certificates of deposits was \$1.27 million as of March 31, 2004.

Management expects to continue to improve its cash position in the current and future quarters due to the new business signed up in the last quarter. In addition, NetSol anticipates additional exercises of investor warrants and employee stock options in the current and subsequent quarters. NetSol has consistently improved its cash position in last four quarters through investors' exercise of warrants, employee options exercised, private placements and the signing of new business. We anticipate this trend to continue in the current and future quarters, further improving the cash resources and liquidity position. Management is committed to implementing the growth business strategy that was ratified by the board of directors in December 2003. NetSol would continue to inject new capital towards expansion, grow sales and marketing and further enhancement of delivery capabilities. However, management is committed to ensuring the most efficient and cost effective means of raising capital and utilization.

#### **Year Ended June 30, 2003 compared to Year Ended June 30, 2002.**

As of June 30 our working capital (current assets less current liabilities) totaled a deficit of \$1.2million, a decrease in deficit from \$2.7 million, as of June 30, 2002. In Fiscal 2003, we raised capital of \$257,000 from DCD Group, UK. Ltd. In addition, there are approximately \$1.7 million worth of outstanding warrants with DCD Group that could potentially be exercised in Fiscal Year 2004. We also secured a line of credit for \$1 million from DCD Group. This line of credit has not yet been utilized.

During the fiscal years 2003 and 2002, we raised a total of \$708,400 and \$461,249 in cash, respectively, by way of management and employees exercise of stock options. In the first fiscal quarter of 2004, we raised a total of \$208,250 in cash by way of management and employee exercise of stock options This will continue to be an important source of raising cash for us. We will continue to inject new cash through the employees' exercise of options and warrants from some investors. There is a considerable amount of stock options and warrants outstanding that could potentially be exercised in Fiscal Year 2004. Management believes it will be able to eventually secure cash reserves for at least 6 months based on projected Fiscal Year 2004 revenue.

Additionally, in fiscal 2003 and fiscal 2002 we issued 1,205,400 and 163,000 restricted common shares, respectively, in exchange for services rendered. This further reduced cash needs and compensated for some of the cash shortfall for the years.

#### **Dividends and Redemption**

It has been our policy to invest earnings in the growth of NetSol rather than distribute earnings as dividends. This policy, under which dividends have not been paid since our inception and is expected to continue, but is subject to regular review by the Board of Directors.

## **DESCRIPTION OF PROPERTY**

### **Company Facilities**

As of December 2003, we moved from our corporate headquarters in California to one with approximately 1,919 rentable square feet and a monthly rent of \$3,933.95. The lease is a two-year and one-half month lease expiring in December 2005. Our current facilities are located at 23901 Calabasas Road, Suite 2072, Calabasas, California, 91302.

Other leased properties as of the date of this report are as follows:

<b>Location/Approximate Square Feet</b>	<b>Purpose/Use</b>	<b>Monthly Rental Expense</b>
Australia 1,140	Computer and General Office	\$ 1,380
United Kingdom 378	General Office	\$ 5,500
Maryland 1,380	General Office	\$ 2,530

The Australian lease is a three-year lease that expires in September 2007. It is rented at the rate of \$1,380 per month. UK operations are currently conducted in leased premises operating on a month-to-month basis with current rental costs of approximately \$5,500 per month. The facilities in Maryland are leased for a three-year term that expires in June 2007. The monthly rent is \$2,530.

Upon expiration of its leases, NetSol does not anticipate any difficulty in obtaining renewals or alternative space.

### **Lahore Technology Campus**

Our newly built Technology Campus was inaugurated in Lahore, Pakistan in May 2004. This facility consists of 40,000 square feet of computer and general office space. This facility is a state of the art, purpose-built and fully dedicated for IT and software development; the first of its kind in Pakistan. Title to this facility is held by NetSol Technologies, Pvt Ltd. and is not subject to any mortgages. NetSol also signed a strategic alliance agreement with the IT ministry of Pakistan to convert the technology campus into a technology park. By this agreement, the IT ministry would invest nearly Rs 10.0MN (approximately \$150,000) to install fiber optic lines and improve the bandwidth for the facility. NetSol has relocated its entire staff of over 250 employees into this new facility.

#### CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

In February 2003, DCD Holdings, Ltd. signed a \$2 million investment agreement with NetSol and is one of NetSol's largest Investors. Shabir Randeree, managing director of DCD Holdings was appointed director of NetSol in 2003, filling a vacancy on the board. A subsidiary of DCD Holdings, DCD Trade Services Ltd., has recently provided a \$1 million revolving line of credit to support and launch new customer projects requiring initial investment. In November 2003, DCD Holdings, Ltd. exercised warrants for 200,000 shares of our common stock for \$350,000 or \$1.75 per share.

In January 2004, we entered into employment agreements with Najeeb Ghauri, Naeem Ghauri and Salim Ghauri. These agreements are discussed in the section titled "Executive Compensation" beginning on page 41.

Management believes that the terms of these transactions are no less favorable to us than would have been obtained from an unaffiliated third party in similar transactions. All future transactions with affiliates will be on terms no less favorable than could be obtained from unaffiliated third parties, and will be approved by a majority of the disinterested directors.

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#### MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

MARKET INFORMATION - Common stock of NetSol Technologies, Inc. is listed and traded on the NASDAQ SmallCap Market under the ticker symbol "NTWK."

The table shows the high and low intra-day prices of our common stock as reported on the composite tape of the NASDAQ for each quarter during the last two fiscal years. Per share stock prices have been adjusted to reflect the 1 for 5 reverse stock split which occurred in August 2003.

	2001-02		2002-03		2003-04	
	High	Low	High	Low	High	Low
1st (ended September 30)	11.25	.85	.80	.35	\$5.50	\$1.94
2 <sup>nd</sup> (ended December 31)	2.30	1.71	1.30	.25	\$3.16	\$2.05
3rd (ended March 31)	2.05	1.20	1.24	.75	\$3.15	\$2.07
4th (ended June 30)	1.35	.55	3.50	.95	\$3.09	\$2.01

RECORD HOLDERS - As of June 16, 2004, the number of holders of record of our common stock was 103. As of June 16, 2004, there were 9,491,929 shares of common stock issued and outstanding.

DIVIDENDS - We have not paid dividends on its Common Stock in the past and do not anticipate doing so in the foreseeable future. We currently intend to retain future earnings, if any, to fund the development and growth of its business.

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#### EXECUTIVE COMPENSATION

The Summary Compensation Table shows certain compensation information for services rendered in all capacities during each of the last three fiscal years by the executive officers of NetSol who received compensation of, or in excess of, \$100,000 during the fiscal year ended June 30, 2003. The following information for the officers includes the dollar value of base salaries, bonus awards, the number of stock options granted and certain other compensation, if any, whether paid or deferred.

#### SUMMARY COMPENSATION TABLE

Name and Principal Position	Fiscal Year Ended	Annual Compensation(1)		Long Term Compensation	
		Salary	Bonus	Long Term Compensation Awards (2)	Securities Underlying Restricted Stock SARs (4)

**Awards(3)**

Najeeb U. Ghauri, Chief Financial Officer, Chairman, Director	2004	\$200,000	-0-	-0-	50,000(5)
					50,000(6)
					25,000(7)
					20,000(8)
					30,000(9)
	2003	\$120,000	-0-	-0-	-0-
	2002	\$100,000	-0-	-0-	85,000(10)
					100,000(11)
					20,000(12)
Naeem Ghauri, CEO, Director	2004	\$207,900	-0-	-0-	50,000(5)
					50,000(6)
					25,000(7)
					20,000(8)
					30,000(9)
	2003	\$125,000	-0-	-0-	-0-
	2002	\$100,000	-0-	-0-	70,000(14)
					100,000(11)
					20,000(12)
Salim Ghauri, President, Director	2004	\$110,000	-0-	-0-	50,000(5)
					50,000(6)
					25,000(7)
					20,000(8)
					30,000(9)
	2003	\$100,000	-0-	-0-	-0-
	2002	\$100,000	-0-	-0-	70,000(14)
					100,000(11)
					20,000(12)
Patti L. W. McGlasson, Secretary, Corporate Counsel	2004	\$ 82,000	-0-	5,000 (15)	5,000(16)
					5,000(17)
					20,000(8)
					30,000(9)

- (1) No officers received any bonus or other annual compensation other than salaries during fiscal 2003 or any benefits other than those available to all other employees that are required to be disclosed. These amounts are not inclusive of automobile allowances, where applicable.
- (2) No officers received any long-term incentive plan (LTIP) payouts or other payouts during fiscal years 2004, 2003 or 2002.
- (3) All stock awards are shares of our Common Stock.
- (4) All securities underlying options are shares of our Common Stock. We have not granted any stock appreciation rights. No options were granted to the named executive officers in fiscal year 2003. Options are reflected in post-reverse split numbers. All options are currently exercisable or may be exercised within sixty (60) days of the date of this prospectus and are fully vested.
- (5) Includes options to purchase 50,000 shares of our common stock granted on January 1, 2004 at the exercise price of \$2.21 per share. These options must be exercised within five years after the grant date.
- (6) Includes options to purchase 50,000 shares of our common stock granted on January 1, 2004 at the exercise price of \$3.75 per share. These options must be exercised within five years after the grant date.
- (7) Includes options to purchase 12,500 shares of our common stock at \$5.00 per share. These options must be exercised within five years after the grant date.
- (8) Includes options to purchase 20,000 shares of our common stock at \$2.65 per share. These options must be exercised within five years after the grant date.
- (9) Includes options to purchase 30,000 shares of our common stock at \$5.00 per share. These options must be exercised within five years after the grant date.
- (10) Includes options to purchase 85,000 shares of our common stock granted on February 16, 2002 at the exercise price of \$.75 per share. Options must be exercised within five years after the grant date.
- (11) Includes options to purchase 100,000 shares of our common stock granted on February 16, 2002 at the exercise price of \$1.25 per share.
- (12) Includes options to purchase 200,000 shares of our common stock granted on February 16, 2002 at the exercise price of \$2.50 per share.
- (13) Mr. Ghauri salary is 110,000 British Pounds Sterling. The total in this table reflects a conversion rate of 1.89 dollars per pound.
- (14) Includes options to purchase 70,000 shares of our common stock granted on February 16, 2002 at the exercise price of \$.75 per share. Options must be exercised within five years after the grant date.
- (15) In May 2004, Ms. McGlasson received 5,000 shares of common stock as a performance bonus arising out of her services as counsel for



the Company.

- (16) Includes options to purchase 5,000 shares of common stock at the exercise price of the lesser of the \$2.30 or the market price of the shares on the date of exercise less \$2.00.
- (17) Includes options to purchase 5,000 shares of common stock at the exercise price of \$3.00 per share.

**AGGREGATED OPTION/SAR EXERCISES IN LAST FISCAL YEAR AND FY-END OPTION/SAR VALUES**

<b>Name</b>	<b>Shares Acquired on Exercise (#)</b>	<b>Value Realized (1) (\$)</b>	<b>Number of Unexercised Options/SARs at fiscal year end (##) Exercisable (2) / Unexercisable</b>	<b>Value of unexercised in-the-money at fiscal year end (\$) Exercisable (2) / Unexercisable</b>
Najeeb Ghauri, CFO , Director , Chairman	87,223	\$ 0.00	150,000/150,000	\$ 2,000/0
Salim Ghauri, President, Director	67,777	\$ 0.00	155,000/155,000	\$ 2,000/0
Naeem Ghauri, CEO, Director	51,557	\$ 0.00	150,000/155,000	\$ 2,000/0
Patti L. W. McGlasson, Secretary	2,500	\$ 0.00	60,000/10,000	\$ 525/1,050

(1) The closing price of the stock at the June 30, 2003, Fiscal Year End was \$0.74.

(2) All options are currently exercisable.

**EMPLOYMENT AGREEMENTS**

Effective January 1, 2004, we entered into an employment agreement with Naeem Ghauri as our Chief Executive Officer. The agreement is for a base term of three years, and continues thereafter on an at will basis until terminated by either NetSol or Mr. Ghauri. The agreement provides for a yearly salary of 110,000 pounds sterling. The agreement also provides for such additional compensation as the Board of Directors determines is proper in recognition of Mr. Ghauri's contributions and services to us. In addition, the agreement provides Mr. Ghauri with options to purchase up to 100,000 shares of common stock at an exercise price of \$2.21, 100,000 shares at an exercise price of \$3.75 and 50,000 shares at an exercise price of \$5.00. These options vest at the rate of 25% per quarter and are fully vested on December 31, 2004. These options expire on December 31, 2008. Mr. Ghauri also received options to purchase up to 20,000 shares at the exercise price of \$2.65 per share and options to purchase 30,000 shares at the exercise price of \$5.00 per share. These options vest immediately and are exercisable until March 25, 2009.

Effective January 1, 2004, we entered into an employment agreement with Najeeb Ghauri as Chief Financial Officer. The agreement is for a base term of three years, and continues thereafter on an at will basis until terminated by either NetSol or Mr. Ghauri. The agreement provides for a yearly salary of \$200,000. The agreement also provides for such additional compensation as the Board of Directors determines is proper in recognition of Mr. Ghauri's contributions and services to us. In addition, the agreement provides Mr. Ghauri with options to purchase up to 100,000 shares of common stock at an exercise price of \$2.21, 100,000 shares at an exercise price of \$3.75 and 50,000 shares at an exercise price of \$5.00. These options vest at the rate of 25% per quarter and are fully vested on December 31, 2004. These options expire on December 31, 2008. Mr. Ghauri also received options to purchase up to 20,000 shares at the exercise price of \$2.65 per share and options to purchase 30,000 shares at the exercise price of \$5.00 per share. These options vest immediately and are exercisable until March 25, 2009.

Effective January 1, 2004, we entered into an employment agreement with Salim Ghauri as the President and Chief Executive Officer our Pakistan subsidiary. The agreement is for a base term of three years, and continues thereafter on an at will basis until terminated by either us or Mr. Ghauri. The agreement provides for a yearly salary of \$110,000. The agreement also provides for such additional compensation as the Board of Directors determines is proper in recognition of Mr. Ghauri's contributions and services to us. In addition, the agreement provides Mr. Ghauri with options to purchase up to 100,000 shares of common stock at an exercise price of \$2.21, 100,000 shares at an exercise price of \$3.75 and 50,000 shares at an exercise price of \$5.00. These options vest at the rate of 25% per quarter and are fully vested on December 31, 2004. These options expire on December 31, 2008. Mr. Ghauri also received options to purchase up to 20,000 shares at the exercise price of \$2.65 per share and options to purchase 30,000 shares at the exercise price of \$5.00 per share. These options vest immediately and are exercisable until March 25, 2009.

Effective January 1, 2004, we entered into an employment agreement with Patti L. W. McGlasson as legal counsel. The agreement provides for a yearly salary of \$82,000. Ms. McGlasson also received options to purchase up to 10,000 shares of common stock at an exercise price equal to the lesser of \$2.30 or the market price of the shares on the date of exercise less \$2.00. These options vest at the rate of 25% per quarter and are exercisable until December 31, 2008. Effective March 26, 2004, Ms. McGlasson was elected to the position of Secretary. In connection with her role as Secretary, Ms. McGlasson received options to purchase up to 10,000 shares of common stock at \$3.00 per share. These options vest at the rate of 25% per quarter and are exercisable until December 31, 2008. Ms. McGlasson also received options to purchase up to 20,000 shares at the exercise price of \$2.65 per share and options to purchase 30,000 shares at the exercise price of \$5.00 per share. These options vest immediately and are exercisable until March 25, 2009.

All of the above agreements provide for certain paid benefits such as employee benefit plans and medical care plans at such times as we may



adopt them. The agreements also provide for reimbursement of reasonable business-related expenses and for two weeks of paid vacation. The agreements also provide for certain covenants concerning non-competition, non-disclosure, indemnity and assignment of intellectual property rights. NetSol currently has two incentive and nonstatutory stock option plans in force for 2001, 2002 and 2003 and two other plans from 1997 and 1999. No options have been issued under the 1997 and 1999 plans in the past two fiscal years.

The 2001 plan authorizes the issuance of up to 2,000,000 options to purchase common stock of which 1,985,000 have been granted. The grant prices range between \$.75 and \$2.50.

The 2002 plan authorizes the issuance of up to 2,000,000 options to purchase common stock of which 1,418,000 options have been granted. The grant prices range between \$2.21 and \$5.00.

In March 2004, our shareholders approved the 2003 stock option plan. This plan authorizes up to 2,000,000 options to purchase common stock of which 450,000 have been granted. The grant prices range between \$2.64 and \$5.00.

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## CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS

On July 9, 2002, NetSol changed accountants beginning with the audit of the financial statements for the fiscal year ended June 30, 2002, from Stonefield Josephson, Certified Public Accountants ("SJ") to Kabani & Company, Certified Public Accountants ("Kabani & Company"). NetSol dismissed SJ as NetSol's accountant on or about July 9, 2002 (see Item 13 concerning filing of Form 8-K in connection with change of accountants). The Board of Directors of NetSol approved the change in auditors at a special meeting of the Board of Directors.

Kabani & Company's report on NetSol's financial statements for the fiscal years ended June 30, 2002 and June 30, 2003, did not contain an adverse opinion or disclaimer of opinion, and was not qualified or modified as to uncertainty, audit scope, or accounting principles, except for a going concern uncertainty.

In connection with the audit of NetSol's financial statements for the fiscal years ended June 30, 2001 and June 30, 2000, there were no disagreements, disputes, or differences of opinion with SJ on any matters of accounting principles or practices, financial statement disclosure, or auditing scope and procedures, which, if not resolved to the satisfaction of SJ would have caused SJ to make reference to the matter in its report.

In connection with the audit of NetSol's financial statements for the fiscal years ended June 30, 2002 and June 30, 2003 there were no disagreements, disputes, or differences of opinion with Kabani & Company on any matters of accounting principles or practices, financial statement disclosure, or auditing scope and procedures, which, if not resolved to the satisfaction of Kabani & Company would have caused Kabani & Company to make reference to the matter in its report.

## WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form SB-2 under the Securities Act, and the rules and regulations promulgated thereunder, with respect to the common stock offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement and the exhibits thereto. Statements contained in this prospectus as to the contents of any contract or other document that is filed as an exhibit to the registration statement are not necessarily complete and each such statement is qualified in all respects by reference to the full text of such contract or document. For further information with respect to us and the common stock, reference is hereby made to the registration statement and the exhibits thereto, which may be inspected and copied at the principal office of the Commission, 450 Fifth Street, N.W., Washington, D.C. 20549, and copies of all or any part thereof may be obtained at prescribed rates from the Commission's Public Reference Section at such addresses. Also, the Commission maintains a World Wide Web site on the Internet at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission.

We are in compliance with the information and periodic reporting requirements of the Exchange Act and, in accordance therewith, will file periodic reports, proxy and information statements and other information with the Commission. Such periodic reports, proxy and information statements and other information will be available for inspection and copying at the principal office, public reference facilities and Web site of the Commission referred to above.

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## FINANCIAL STATEMENTS

### NETSOL TECHNOLOGIES, INC. AND SUBSIDIARIES INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Description

Independent Auditor's Report	F-2
Consolidated Balance Sheet as of June 30, 2003	F-3
Consolidated Statements of Operations for the Years Ended June 30, 2003 and 2002	F-4
Consolidated Statements of Stockholders' Equity for the Years Ended June 30, 2003 and 2002	F-5



### AUDITORS' REPORT TO THE MEMBERS

We have audited the annexed balance sheet of **Netsol (Pvt.) Ltd.** as at June 30, 2003 and the related statement of income and cash flows for the year ended June 30, 2003 together with the notes forming part thereof, and we state that we have obtained all the information and explanations which, to the best of our knowledge and belief, were necessary for the purposes of our audit.

It is responsibility of the Company's Management to establish and maintain a system of internal control, and prepare and present the above said statement in conformity with the approved accounting standards and the requirements of the Companies Ordinance, 1984. Our responsibility is to express an opinion on these statements based on our audit.

We conducted our audit in accordance with the International Standards on Auditing, which are comparable in all material respects with US Generally Accepted Auditing Standards. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the above said statements are free of any material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the above said statements. An audit also includes assessing the accounting policies and significant estimates made by management as well as, evaluating the overall presentation of the above said statements. We believe that our audit provides a reasonable basis for our opinion and, after due verification, we report that:

- (a) in our opinion, proper books of account have been kept by the Company as required by the Companies Ordinance, 1984;
- (b) in our opinion:
  - (i.) the balance sheet and income statements together with the notes thereon have been drawn up in conformity with the Companies Ordinance, 1984 and are in agreement with the books of account and are further in accordance with accounting policies;
  - (ii.) the expenditure incurred during the period was for the purposes of the Company's business; and
  - (iii.) the business conducted and the expenditure incurred during the period were in accordance with the objects of the Company.
- (c) in our opinion and to the best of our information and according to the explanations given to us, the balance sheet together with the notes forming part thereof conform with approved accounting standards as applicable in Pakistan, and, give the information required by the Companies Ordinance, 1984 in the manner so required and give a true and fair view of the state of the Company's affairs as at June 30, 2003 and of the loss, its cash flows for the year then ended and are in accordance with the International Accounting Standards which are comparable in all respect with US Generally Accepted Accounting Principles; and
- (d) in our opinion no Zakat was deductible at source under the Zakat and Ushr Ordinance, 1980.

September 11, 2003

Lahore

S.K.P

Chartered Accountants

95 - Abid Majeed Road, Lahore Cantt - Pakistan. Tel: 92 - 42 - 111 - 77 - 2000 Fax: 92 - 42 - 6666255 e-mail: skp@skpserv.com



#### AUDITORS' REPORT TO THE MEMBERS

We have audited the annexed balance sheet of **Netsol Technologies (Pvt.) Limited.** as at June 30, 2003 and the related statement of income and cash flows for the year ended June 30, 2003 together with the notes forming part thereof, and we state that we have obtained all the information and explanations which, to the best of our knowledge and belief, were necessary for the purposes of our audit.

It is responsibility of the Company's Management to establish and maintain a system of internal control, and prepare and present the above said statement in conformity with the approved accounting standards and the requirements of the Companies Ordinance, 1984. Our responsibility is to express an opinion on these statements based on our audit.

We conducted our audit in accordance with the International Standards on Auditing, which are comparable in all material respects with US Generally Accepted Auditing Standards. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the above said statements are free of any material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the above said statements. An audit also includes assessing the accounting policies and significant estimates made by management as well as, evaluating the overall presentation of the above said statements. We believe that our audit provides a reasonable basis for our opinion and, after due verification, we report that:

- (a) in our opinion, proper books of account have been kept by the Company as required by the Companies Ordinance, 1984;
- (b) in our opinion:
  - (i.) the balance sheet and income statements together with the notes thereon have been drawn up in conformity with the Companies Ordinance, 1984 and are in agreement with the books of account and are further in accordance with accounting policies;
  - (ii.) the expenditure incurred during the period was for the purposes of the Company's business; and
  - (iii.) the business conducted and the expenditure incurred during the period were in accordance with the objects of the Company.
- (c) in our opinion and to the best of our information and according to the explanations given to us, the balance sheet together with the notes forming part thereof conform with approved accounting standards as applicable in Pakistan, and, give the information required by the Companies Ordinance, 1984 in the manner so required and give a true and fair view of the state of the Company's affairs as at June 30, 2003 and of the loss, its cash flows for the year then ended and are in accordance with the International Accounting Standards which are comparable in all respect with US Generally Accepted Accounting Principles; and

(d) in our opinion no Zakat was deductible at source under the Zakat and Ushr Ordinance, 1980.

**Date: September 11,  
2003  
Lahore**

S.K.P

**Chartered Accountants**

95 - Abid Majeed Road, Lahore Cantt - Pakistan. Tel: 92 - 42 - 111 - 77 - 2000 Fax: 92 - 42 - 6666255 e-mail: [skp@skpserv.com](mailto:skp@skpserv.com)



#### **AUDITORS' REPORT TO THE MEMBERS**

We have audited the annexed balance sheet of **Netsol Connect (Pvt.) Ltd.** as at June 30, 2003 and the related statement of income and cash flows for the year ended June 30, 2003 together with the notes forming part thereof, and we state that we have obtained all the information and explanations which, to the best of our knowledge and belief, were necessary for the purposes of our audit.

It is responsibility of the Company's Management to establish and maintain a system of internal control, and prepare and present the above said statement in conformity with the approved accounting standards and the requirements of the Companies Ordinance, 1984. Our responsibility is to express an opinion on these statements based on our audit.

We conducted our audit in accordance with the International Standards on Auditing, which are comparable in all material respects with US Generally Accepted Auditing Standards. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the above said statements are free of any material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the above said statements. An audit also includes assessing the accounting policies and significant estimates made by management as well as, evaluating the overall presentation of the above said statements. We believe that our audit provides a reasonable basis for our opinion and, after due verification, we report that:

- (a) in our opinion, proper books of account have been kept by the Company as required by the Companies Ordinance, 1984;
- (b) in our opinion:
  - (i.) the balance sheet and income statements together with the notes thereon have been drawn up in conformity with the Companies Ordinance, 1984 and are in agreement with the books of account and are further in accordance with accounting policies;
  - (ii.) the expenditure incurred during the period was for the purposes of the Company's business; and
  - (iii.) the business conducted and the expenditure incurred during the period were in accordance with the objects of the Company.

- (c) in our opinion and to the best of our information and according to the explanations given to us, the balance sheet together with the notes forming part thereof conform with approved accounting standards as applicable in Pakistan, and, give the information required by the Companies Ordinance, 1984 in the manner so required and give a true and fair view of the state of the Company's affairs as at June 30, 2003 and of the loss, its cash flows for the year then ended and are in accordance with the International Accounting Standards which are comparable in all respect with US Generally Accepted Accounting Principles; and
- (d) in our opinion no Zakat was deductible at source under the Zakat and Ushr Ordinance, 1980.

Lahore  
September 11, 2003

S.K.P  
Chartered Accountants

95 - Abid Majeed Road, Lahore Cantt - Pakistan. Tel: 92 - 42 - 111 - 77 - 2000 Fax: 92 - 42 - 6666255 e-mail: skp@skpserv.com

#### INDEPENDENT AUDITORS' REPORT

Board of Directors  
NetSol Technologies, Inc. and subsidiaries  
Calabasas, California

We have audited the accompanying consolidated balance sheet of NetSol Technologies, Inc. and subsidiaries as of June 30, 2003, and the related consolidated statements of operations, stockholders' equity and cash flows for the years ended June 30, 2003 and 2002. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We did not audit the financial statements of Network Solutions (PVT) Limited, NetSol (PVT) Limited and NetSol Connect (PVT) Limited, whose statements reflect combined total assets of approximately \$4,233,424 as of June 30, 2003 and combined total net revenues of \$2,766,174 and \$1,932,000 for the years ended June 30, 2003 and 2002, respectively. Those statements were audited by other auditors whose reports have been furnished to us, and in our opinion, insofar as it relates to the amounts included for Network Solutions (PVT) Limited, NetSol (PVT) Limited, NetSol Connect (PVT) Limited for the years ended June 30, 2003 and 2002, is based solely on the report of the other auditors.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, based on our audits and the reports of other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of NetSol Technologies, Inc. and subsidiaries as of June 30, 2003 and the results of its consolidated operations and its cash flows for the years ended June 30, 2003 and 2002 in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As shown in the financial statements, the Company has accumulated deficit, has negative cash flows from operations, and has a net working capital deficit. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of these uncertainties.

/s/ Kabani & Company, Inc.  
CERTIFIED PUBLIC ACCOUNTANTS

Fountain Valley, California  
August 11, 2003

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#### ASSETS

Current assets:

Cash and cash equivalents	\$ 214,490
Accounts receivable, net of allowance of allowance for doubtful debts of \$80,000	627,900
Revenues in excess of billings	603,647
Other current assets	328,516
	<hr/>
Total current assets	1,774,553
<b>Property and equipment</b> , net of accumulated depreciation and amortization	<b>2,037,507</b>
<b>Intangibles:</b>	
Product licenses, renewals, enhancements, copyrights, trademarks, and tradenames, net	2,603,035
Customer lists, net	957,234
Goodwill, net	1,369,922
	<hr/>
Total intangibles	4,930,191
	<hr/>
	<b>\$ 8,742,251</b>
	<hr/>

#### LIABILITIES AND STOCKHOLDERS' EQUITY

**Current liabilities:**

Accounts payable and accrued expenses	\$ 2,090,159
Current portion of notes and obligations under capitalized leases	760,786
Billings in excess of revenues	104,079
Loan payable, bank	578,590
	<hr/>
Total current liabilities	3,533,614

**Obligations under capitalized leases,**

less current maturities 7,111

**Loans payable** 126,674

**Total liabilities** 3,667,399

**Comitments and contingencies**

**Stockholders' equity:**

Common stock, \$.001 par value; 25,000,000 share authorized; 5,757,175 issued and outstanding	5,757
Additional paid-in-capital	33,409,953
Accumulated deficit	(28,405,255)
Stock subscription receivable	(84,900)
Other comprehensive income	149,297
	<hr/>
<b>Total stockholders' equity</b>	<b>5,074,852</b>
	<hr/>
	<b>\$ 8,742,251</b>
	<hr/>

See accompanying notes to consolidated financial statements.

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#### NETSOL TECHNOLOGIES INC AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF OPERATIONS

	For the Year Ended	
	June 30,	
	2003	2002
	<hr/>	<hr/>
<b>Net revenues</b>	<b>\$ 3,745,386</b>	<b>\$ 3,578,113</b>
<b>Cost of revenues</b>	1,778,993	2,961,680
	<hr/>	<hr/>

<b>Gross profit</b>	1,966,393	616,433
<b>Operating expenses:</b>		
Selling and marketing	76,136	168,840
Depreciation and amortization	1,576,890	2,115,399
Bad debt expense	415,384	—
Salaries and wages	934,383	1,461,157
Professional services, including non-cash compensation	272,447	964,508
General and administrative	956,644	1,135,663
	<u>                    </u>	<u>                    </u>
Total operating expenses	4,231,884	5,845,567
	<u>                    </u>	<u>                    </u>
<b>Loss from operations</b>	(2,265,491)	(5,229,134)
<b>Other expenses</b>		
Settlement expenses	(202,759)	(549,860)
Loss on sale of assets	(5,464)	—
Interest expense	(135,243)	(113,005)
Miscellaneous	(6,624)	(106,865)
	<u>                    </u>	<u>                    </u>
Total other expenses	(350,090)	(769,730)
	<u>                    </u>	<u>                    </u>
<b>Loss from continuing operations</b>	(2,615,581)	(5,998,864)
<b>Gain from discontinuation of a subsidiary</b>	478,075	—
	<u>                    </u>	<u>                    </u>
<b>Net loss</b>	\$ (2,137,506)	\$ (5,998,864)
Other comprehensive (loss)/gain - Translation adjustment	(380,978)	380,516
	<u>                    </u>	<u>                    </u>
<b>Comprehensive loss</b>	\$ (2,518,484)	\$ (5,618,348)
<b>Net loss per share - basic and diluted:</b>		
Continued operations	\$ (0.57)	\$ (2.00)
	<u>                    </u>	<u>                    </u>
Discontinued operations	\$ 0.11	\$ —
	<u>                    </u>	<u>                    </u>
Net loss	\$ (0.47)	\$ (2.00)
	<u>                    </u>	<u>                    </u>
<b>Weighted average number of shares outstanding - basic and diluted*</b>	4,512,203	3,006,042
	<u>                    </u>	<u>                    </u>

\* The basic and diluted net loss per share has been retroactively restated to effect a 5:1 reverse stock split on August 18, 2003.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF OPERATIONS EQUITY  
FOR THE YEARS ENDED JUNE 30, 2002 AND 2003

	Common Stock*		Additional	Stock	Other	Total	
	Shares	Amount	Paid-in Capital	Subscriptions Receivable	Comprehensive Income/(Loss)	Accumulated Deficit	Stockholders' Equity
Balance at June 30, 2001	\$ 2,343,438	\$ 2,343	\$ 30,052,835	\$ (43,650)	\$ 149,759	\$ (20,268,885)	\$ 9,892,402
Common stock sold through private placements	403,436	403	324,447	—	—	—	324,850
Issuance of common stock in exchange for settlement	130,000	130	103,870	—	—	—	104,000
Issuance of common stock in							



exchange for services rendered	163,000	163	116,832	—	—	—	116,995
Exercise of common stock options	825,718	826	861,469	—	—	—	862,295
Common stock options granted for services	—	—	338,007	—	—	—	338,007
Short swing profit contribution	—	—	9,650	—	—	—	9,650
Foreign currency translation adjustments	—	—	—	—	380,516	—	380,516
Net loss for the year	—	—	—	—	—	(5,998,864)	(5,998,864)
Balance at June 30, 2002	3,865,592	3,865	31,807,110	(43,650)	530,275	(26,267,749)	6,029,851

Continued

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY - Continued  
FOR THE YEARS ENDED JUNE 30, 2002 AND 2003

	Common Stock*		Additional Paid-in Capital	Stock Subscriptions Receivable	Other Comprehensive Income/(Loss)	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount					
Balance at June 30, 2002	3,865,593	3,865	31,807,110	(43,650)	530,275	(26,267,749)	6,029,851
Common stock sold through private placements	459,770	460	364,759				365,219
Issuance of common stock in exchange for services	48,400	48	16,652				16,700
Issuance of common stock in exchange for accrued compensation	45,000	45	22,455				22,500
Exercise of common stock options	954,983	955	849,861	(41,250)			809,566
Exercise of common stock warrants	60,000	60	35,940				36,000
Issuance of common stock in exchange for notes payable	71,429	71	24,929				25,000
Issuance of common stock in exchange for settlement	40,000	40	49,960				50,000
Issuance of common stock in exchange for purchase of Altiva	212,000	212	211,788				212,000
Common stock options granted for services	—	—	26,500				26,500
Foreign currency translation adjustments	—	—			(380,978)		(380,978)
Net loss for the year	—	—				(2,137,506)	(2,137,506)
Balance at June 30, 2003	5,757,175	\$ 5,756	\$ 33,409,954	\$ (84,900)	\$ 149,297	\$ (28,405,255)	\$ 5,074,852

\*All share amounts have been retro-actively restated to reflect the reverse stock split of 5:1 effected on August 18, 2003.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the Years Ended June 30,	
	2003	2002
<b>Cash flows from operating activities:</b>		
Net loss from continuing operations	\$ (2,137,506)	\$ (5,998,864)
Adjustments to reconcile net loss to net cash Used in operating activities:		
Depreciation and amortization	1,576,890	2,115,399



Provision for uncollectible accounts	80,000	—
Gain on discontinued operations	(478,075)	—
Loss on disposal of assets	5,464	—
Fair market value of stock options granted	26,500	—
Stock issued for accrued compensation	25,000	—
Stock issued for services	39,200	856,048
Stock issued for settlement costs	50,000	104,000
<b>Changes in operating assets and liabilities:</b>		
<b>(Increase) decrease in assets:</b>		
Accounts receivable	464,634	1,004,375
Other current assets	(585,145)	(58,074)
Other assets	(347,743)	(126,257)
<b>(Decrease) increase in liabilities:</b>		
Accounts payable and accrued expenses	(899,734)	971,461
<b>Net cash used in operating activities</b>	<b>(2,180,515)</b>	<b>(1,131,912)</b>
<b>Cash flows from investing activities:</b>		
Purchase of fixed assets	(127,822)	(126,283)
Sales of fixed assets	92,271	—
Proceeds from sale of certificates of deposit	714,334	35,666
<b>Net cash provided by (used in) investing activities</b>	<b>678,783</b>	<b>(90,617)</b>
<b>Cash flows from financing activities:</b>		
Proceeds from sale of common stock	365,219	324,850
Proceeds from the exercise of stock options & warrants	845,566	461,249
Proceeds from loans	351,868	—
Payments on capital lease obligations	(132,972)	(163,476)
Short swing profit contribution	—	9,650
Proceeds from convertible notes	—	371,045
<b>Net cash provided by financing activities</b>	<b>1,429,681</b>	<b>1,003,318</b>
<b>Effect of exchange rate changes in cash</b>	<b>199,627</b>	<b>—</b>
<b>Net increase (decrease) in cash</b>	<b>127,576</b>	<b>(219,211)</b>
Cash and cash equivalents, beginning of period	86,914	306,125
<b>Cash and cash equivalents, end of period</b>	<b>\$ 214,490</b>	<b>\$ 86,914</b>

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

SUPPLEMENTAL DISCLOSURES:

Cash paid during the period for:

Interest \$ 135,243 \$ 74,722

Taxes \$ 10,344 \$ 4,000

NON-CASH INVESTING AND FINANCING ACTIVITIES:

Common stock issued for services and accrued compensation \$ 39,200 \$ 116,995

Granting of common stock options in exchange for services received (including exercise of options for services) \$ 26,500 \$ 739,053

Common stock issued for notes payable \$ 25,000 \$ —

Common stock issued for legal settlement \$ 50,000 \$ 104,000

Common stock issued for acquisition of subsidiary	\$ 212,000	\$ —
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See accompanying notes to these consolidated financial statements.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**NOTE 1 - BUSINESS AND CONTINUED OPERATIONS**

NetSol Technologies, Inc. and subsidiaries (the "Company"), formerly known as Netsol International, Inc. and Mirage Holdings, Inc., was incorporated under the laws of the State of Nevada on March 18, 1997. During November of 1998, Mirage Collections, Inc., a wholly owned and non-operating subsidiary, was dissolved.

During April 1999, February 2000 and March 2000, the Company formed NetSol USA, Inc., NetSol eR, Inc. and NetSol (PVT), Limited, respectively, as wholly owned subsidiaries.

**Business Combinations Accounted for Under the Purchase Method:**

Network Solutions PVT, Ltd. and NetSol UK, Limited

On September 15, 1998 and April 17, 1999, the Company purchased from related parties, 51% and 49%, respectively, of the outstanding common stock of Network Solutions PVT, Ltd., a Pakistani Company, and 43% and 57% of the outstanding common stock of NetSol UK, Limited, a United Kingdom Company, for the issuance of 938,000 restricted common shares of the Company and cash payments of \$775,000, for an aggregate purchase price of approximately \$12.9 million. These acquisitions were accounted for using the purchase method of accounting, and accordingly, the purchase price was allocated to the assets purchased and liabilities assumed based upon their estimated fair values on the date of acquisition, which approximated \$300,000. Included in the accompanying consolidated financial statements are other assets acquired at fair market value consisting of product licenses, product renewals, product enhancements, copyrights, trademarks, trade names and customer lists. At the date of acquisition, the management of the Company allocated approximately \$6.3 million to these assets, based on independent valuation reports prepared for the Company. The excess of the purchase prices over the estimated fair values of the net assets acquired, was recorded as goodwill, and was being amortized by using the straight-line method from the date of each purchase. Effective April 1, 2001, the management determined that the remaining useful life of all its acquired intangible assets to be approximately five years, and accordingly, accelerated the amortization of these intangibles. During June 2001, the management decided to close its operations in the United Kingdom, and accordingly, the Company recognized a loss from impairment of various intangible assets related to NetSol UK, as recoverability of these assets (measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset) seemed highly unlikely. On March 18, 2002, the final Winding-up Order was made relating to the liquidation of for NetSol UK on the petition of a creditor in respect of services supplied presented to the Court.

Mindsources, Inc.

On August 13, 1999, the Company through its wholly owned subsidiary, NetSol USA, Inc. acquired 100% of the outstanding capital stock of Mindsources, Inc., a Virginia and US based Company, through the issuance of 50,000 shares of Rule 144 restricted common shares of the Company for an aggregate purchase price of approximately \$1,260,000. This acquisition was accounted for using the purchase method of accounting under APB Opinion No. 16, and accordingly, the purchase price was allocated to the assets purchased and liabilities assumed based upon their estimated fair values as determined by management on the date of acquisition, which approximated \$900,000.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

The management of the Company allocated the entire purchase price to customer lists acquired, and is being amortized by using the straight-line method from the date of acquisition. The excess of the purchase prices over the estimated fair values of the net assets acquired, approximately \$360,000, was recorded as goodwill and is being amortized using the straight-line method from the date of purchase. Effective April 1, 2001, the management determined that the remaining useful life of all its acquired intangible assets to be approximately five years, and accordingly, accelerated the amortization of these intangibles.

Network Solutions Group Limited and Subsidiaries

On August 18, 1999, the Company acquired 100% of the outstanding capital stock of Network Solutions Group Limited and Subsidiaries, a United Kingdom Company, through the issuance of 31,000 shares of Rule 144 restricted common shares of the Company for an aggregate purchase price of approximately \$940,000. This acquisition was accounted for using the purchase method of accounting under APB Opinion No. 16, and accordingly, the purchase price was allocated to the assets purchased and liabilities assumed based upon their estimated fair values on the date of acquisition, which approximated a deficit of \$700,000. The management of the Company allocated approximately \$600,000 to customer lists, which are being amortized by using the straight-line method from the date of acquisition. The excess of the purchase price over the estimated fair values of the net assets acquired, approximately \$1,040,000, was recorded as goodwill, and was being amortized by using the straight-line method over the estimated useful life from the date of acquisition. Effective April 1, 2001, the management determined that the remaining useful life of all its acquired intangible assets to be approximately five years, and

accordingly, accelerated the amortization of these intangibles. During June 2001, the management decided to close its operations in the United Kingdom, and accordingly, the Company recognized a loss from impairment of various intangible assets related to these entities, as recoverability of these assets (measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset) seemed highly unlikely.

#### Intereve Corporation

During March 2001, the Company acquired 100% of the outstanding capital stock of Intereve Corporation for an aggregate purchase price of \$245,000. This acquisition was accounted for using the purchase method of accounting under APB Opinion No. 16, and accordingly, the purchase price was allocated to the assets purchased and liabilities assumed based upon their estimated fair values on the date of acquisition, which equaled to zero. The management of the Company allocated the entire purchase price of \$245,000 to customer lists. During June 2001, the management ceased operations of this entity and consequently, the Company recognized an impairment loss of \$245,000 to customer list, as recoverability of these assets (measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset) seemed highly unlikely.

#### Altiva Corporation

On May 20, 2003, the Company acquired 100% of the outstanding capital stock of Altiva Technologies, Inc. for an aggregate purchase price of \$257,000. This acquisition was accounted for using the purchase method of accounting under APB Opinion No. 16, and accordingly, the purchase price was allocated to the assets purchased and liabilities assumed based upon their estimated fair values on the date of acquisition, which equaled to \$257,000. The management of the Company allocated \$30,000 of the purchase price to customer lists & \$23,688 to property and equipment. The excess of the purchase price over the estimated fair values of the net assets acquired of \$203,312, was recorded as goodwill.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

#### **Business Combinations Accounted for Under the Pooling of Interest Method:**

##### Abraxas Australia Pty, Limited

On January 3, 2000, the Company issued 30,000 Rule 144 restricted common shares in exchange for 100% of the outstanding capital stock of Abraxas Australia Pty, Limited, an Australian Company. This business combination was accounted for using the pooling of interest method of accounting under APB Opinion No. 16.

#### **Winding-up order:**

Effective November 26, 2001, Network Solutions Ltd., the operating subsidiary of Network Solutions Group Ltd., entered into a Winding-up Order with The Insolvency Service in the United Kingdom ("UK"). The Insolvency Service is an executive agency within the Department of Trade and Industry in the UK. The Company also placed NetSol UK Ltd, Network Solutions Group Ltd. and Network Solutions Northern Ltd. (non-operating entities) into the Winding-up Order status. None of the UK entities have had any operations for the year ended June 30, 2003 and 2002. NetSol Technologies negotiated a settlement agreement with the largest creditor of Network Solutions Ltd. NetSol Technologies has now assumed this debt of approximately \$188,500 (See Note 8). This settlement was reached to remove the personal guarantee of a prior director of NetSol Technologies, subject to the terms of the agreement being satisfied.

On March 18, 2002, the final Winding-up Order was made relating to the liquidation of this subsidiary on the petition of a creditor in respect of services supplied presented to the Court. During the six month period ending

December 31, 2002, the Company wrote-off debts of NetSol (UK) Ltd. in the amount of \$478,075, based upon the Company's counsel that the creditors have no standing to enforce their claims on the Parent Company in the United States. The Company has reflected such write-off as a gain from discontinuation of subsidiary in the accompanying statements of operation.

#### **Formation of Subsidiary:**

During the period ended December 31, 2002, the Company formed a subsidiary in the UK, NetSol Technologies Ltd., as a wholly-owned subsidiary of NetSol Technologies, Inc. This entity is planned to serve as the main marketing and delivery arm for services and products sold and delivered in the UK and mainland Europe.

#### **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **Principles of Consolidation:**

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries, NetSol Technologies (Pvt), Ltd., NetSol (Pvt), Limited, NetSol Connect (Pvt), Ltd., NetSol Technologies Limited, Network Solutions Group Ltd. and Subsidiaries, NetSolAbraxas Australia Pty Ltd., NetSol eR, Inc., Intereve Corporation (dormant in 2003), Supernet AG (dormant in 2002), NetSol USA, Inc., and NetSol Altiva, Inc. All material inter-company accounts have been eliminated in consolidation.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**Company name change:**

Effective February 8, 2002, the Company changed its name from NetSol International, Inc. to NetSol Technologies, Inc. The name change was approved by a majority of shareholders at the Company's annual shareholders meeting held on January 25, 2002.

**Business Activity:**

The Company designs, develops, markets, and exports proprietary software products to customers in the automobile finance and leasing industry worldwide. The Company also provides consulting services in exchange for fees from customers.

**Use of Estimates:**

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Effective April 1, 2001, the management determined that the remaining useful life of all its acquired intangible assets to be approximately five years, and accordingly, accelerated the amortization of these intangibles. This change in estimate increased the depreciation and amortization expense by approximately \$700,000 for the year ended June 30, 2002 and \$400,000 during the three months ended June 30, 2001. Due to impairment losses recognized to intangibles, the remaining net intangible balance of approximately \$6,860,000 (including goodwill of \$1,950,000) at the date of change in estimation in 2001 has been amortized over the remaining life of 57 months. The Company evaluates, on ongoing basis, the accounting effect arising from the recently issued SFAS No. 142, "Goodwill and Other Intangibles" which becomes effective to the Company's financial statements beginning July 1, 2002.

**Cash and Cash Equivalents:**

Equivalents

For purposes of the statement of cash flows, cash equivalents include all highly liquid debt instruments with original maturities of three months or less which are not securing any corporate obligations.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

Concentration

The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

**Accounts Receivable:**

The Company's customer base consists of a geographically dispersed customer base. The Company maintains reserves for potential credit losses on accounts receivable. Management reviews the composition of accounts receivable and analyzes historical bad debts, customer concentrations, customer credit worthiness, current economic trends and changes in customer payment patterns to evaluate the adequacy of these reserves. Reserves are recorded primarily on a specific identification basis.

**Property and Equipment:**

Property and equipment are stated at cost. Expenditures for maintenance and repairs are charged to earnings as incurred; additions, renewals and betterments are capitalized. When property and equipment are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the respective accounts, and any gain or loss is included in operations. Depreciation is computed using various methods over the estimated useful lives of the assets, ranging from three to seven years.

The Company accounts for the costs of computer software developed or obtained for internal use in accordance with Statement of Position 98-1, "Accounting for the Costs of Computer Software Developed or Obtained for Internal Use." The Company capitalizes costs of materials, consultants, and payroll and payroll-related costs for employees incurred in developing internal-use computer software. These costs are included with "Computer equipment and software." Costs incurred during the preliminary project and post-implementation stages are charged to general and administrative expense.

**Intangible Assets:**

Intangible assets consist of product licenses, renewals, enhancements, copyrights, trademarks, trade names, customer lists and goodwill. The Company evaluates intangible assets, goodwill and other long-lived assets for impairment, at least on an annual basis and whenever events or changes in circumstances indicate that the carrying value may not be recoverable from its estimated future cash flows. Recoverability of intangible assets, other long-lived assets and, goodwill is measured by comparing their net book value to the related

projected undiscounted cash flows from these assets, considering a number of factors including past operating results, budgets, economic projections, market trends and product development cycles. If the net book value of the asset exceeds the related undiscounted cash flows, the asset is considered impaired, and a second test is performed to measure the amount of impairment loss. Potential impairment of goodwill after July 1, 2002 is being evaluated in accordance with SFAS No. 142. The SFAS No. 142 is applicable to the financial statements of the Company beginning July 1, 2002.

As part of intangible assets, the Company capitalizes certain computer software development costs in accordance with SFAS No. 86, "Accounting for the Costs of Computer Software to be Sold, Leased, or Otherwise Marketed." Costs incurred internally to create a computer software product or to develop an enhancement to an existing product are charged to expense when incurred as research and development expense until technological feasibility for the respective product is established. Thereafter, all software development costs are capitalized and reported at the lower of unamortized cost or net realizable value. Capitalization ceases when the product or enhancement is available for general release to customers.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

The Company makes on-going evaluations of the recoverability of its capitalized software projects by comparing the amount capitalized for each product to the estimated net realizable value of the product. If such evaluations indicate that the unamortized software development costs exceed the net realizable value, the Company writes off the amount which the unamortized software development costs exceed net realizable value. Capitalized and purchased computer software development costs are being amortized ratably based on the projected revenue associated with the related software or on a straight-line basis over three years, whichever method results in a higher level of amortization.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**Going Concern:**

The Company's consolidated financial statements are prepared using the accounting principles generally accepted in the United States of America applicable to a going concern, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. As of June 30, 2003, the Company had an accumulated deficit of \$28,405,255 and a working capital deficit of approximately \$1,759,061.. Without realization of additional capital, it would be unlikely for the Company to continue as a going concern. This factor raises substantial doubt about the Company's ability to continue as a going concern.

Management recognizes that the Company must generate additional resources to enable it to continue operations. Management has closed down its loss generating UK entities, disposed of its German subsidiary, and is continually evaluating cost cutting measures at every entity level. Additionally, management's plans also include the sale of additional equity securities and debt financing from related parties and outside third parties (note 13). However, no assurance can be given that the Company will be successful in raising additional capital. Further, there can be no assurance, assuming the Company successfully raises additional equity, that the Company will achieve profitability or positive cash flow. If management is unable to raise additional capital and expected significant revenues do not result in positive cash flow, the Company will not be able to meet its obligations and may have to cease operations.

**Uncertainties:**

On September 11, 2001, the United States was the target of terrorist attacks of unprecedented scope. These attacks have caused major instability in the U.S. and other financial markets. Leaders of the U.S. government have announced their intention to actively pursue those behind the attacks and to possibly initiate broader action against global terrorism. Due to these attacks, any response may lead to armed hostilities or to further acts of terrorism in the United States or elsewhere, and such developments would likely cause further instability in financial markets. In addition, armed hostilities and further acts of terrorism may directly impact the Company's physical facilities and operations, which are located in North America, Australia, England, and the Southeast Asian Region (including collectively significant subsidiaries located in Pakistan), or those of their customers. Furthermore, the recent terrorist attacks and future developments may result in reduced demand from customers for services or may negatively impact the clients' ability to outsource. Currently, there are tensions involving Afghanistan, a neighbor of Pakistan. These hostilities and tensions could lead to political or economic instability in Pakistan and a possible adverse effect on operations and future financial performance. The war in Iraq and a poor economy may also have a material adverse effect on the Company's operations and future financial performance. These developments will subject the Company's worldwide operations to increased risks and, depending on their magnitude, could have a material adverse effect on the Company's financial position, results of operations or liquidity.

**Statement of Cash Flows:**

In accordance with Statement of Financial Accounting Standards No. 95, "Statement of Cash Flows," cash flows from the Company's operations is calculated based upon the local currencies. As a result, amounts related to assets and liabilities reported on the statement of cash flows will not necessarily agree with changes in the corresponding balances on the balance sheet.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**Revenue Recognition:**

The Company recognizes its revenue in accordance with the Securities and Exchange Commissions ("SEC") Staff Accounting Bulletin No. 101, "Revenue Recognition in Financial Statements" ("SAB 101") and The American Institute of Certified Public Accountants ("AICPA") Statement of Position ("SOP") 97-2, "Software Revenue Recognition," as amended as amended by SOP 98-4 and SOP 98-9. The Company's revenue recognition policy is as follows:

*License Revenue.* The Company recognizes revenue from license contracts when a non-cancelable, non-contingent license agreement has been signed, the software product has been delivered, no uncertainties exist surrounding product acceptance, fees from the agreement are fixed and determinable and collection is probable. Any revenues from software arrangements with multiple elements are allocated to each element of the arrangement based on the relative fair values using specific objective evidence as defined in the SOPs. If no such objective evidence exists, revenues from the arrangements are not recognized until the entire arrangement is completed and accepted by the customer. Once the amount of the revenue for each element is determined, the Company recognizes revenues as each element is completed and accepted by the customer. For arrangements that require significant production, modification or customization of software, the entire arrangement is accounted for by the percentage of completion method, in conformity with Accounting Research Bulletin ("ARB") No. 45 and SOP 81-1.

*Services Revenue.* Revenue from consulting services is recognized as the services are performed for time-and-materials contracts and contract accounting is utilized for fixed-price contracts. Revenue from training and development services is recognized as the services are performed. Revenue from maintenance agreements is recognized ratably over the term of the maintenance agreement, which in most instances is one year.

**Fair Value:**

Unless otherwise indicated, the fair values of all reported assets and liabilities, which represent financial instruments, none of which are held for trading purposes, approximate carrying values of such amounts.

**Advertising Costs:**

The Company expenses the cost of advertising as incurred or, as appropriate, the first time the advertising takes place. Advertising costs for the years ended June 30, 2003 and 2002 were insignificant.

**Net Loss Per Share:**

Net loss per share is calculated in accordance with the Statement of financial accounting standards No. 128 (SFAS No. 128), "Earnings per share." Basic net loss per share is based upon the weighted average number of common shares outstanding. Diluted net loss per share is based on the assumption that all dilutive convertible shares and stock options were converted or exercised. Dilution is computed by applying the treasury stock method. Under this method, options and warrants are assumed to be exercised at the beginning of the period (or at the time of issuance, if later), and as if funds obtained thereby were used to purchase common stock at the average market price during the period.

The weighted average number of shares used to compute basic and diluted loss per share is the same in these financial statements since the effect of dilutive securities is anti-dilutive.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**Reverse stock split:**

On August 18, 2003, the Company effected a 1 for 5 reverse stock split for all the issued and outstanding shares of common stock. All historical share and per share amounts in the accompanying consolidated financial statements have been restated to reflect the 5:1 reverse stock split.

**Other Comprehensive Income & Foreign Currency Translation:**

SFAS 130 requires unrealized gains and losses on the Company's available for sale securities, currency translation adjustments, and minimum pension liability, which prior to adoption were reported separately in stockholders' equity, to be included in other comprehensive income. The accounts of NetSol UK, Limited use British Pounds, NetSol Technologies (Pvt) Ltd., NetSol (Pvt), Ltd., and NetSol Connect Pvt, Ltd. use Pakistan Rupees, NetSol Abraxas Australia Pty, Ltd. uses the Australian dollar as the functional currencies. NetSol Technologies, Inc., NetSol USA, Inc., Intereve Corporation and NetSol eR, Inc., and NetSol Altiva, Inc., use U.S. dollars as the functional currencies. Assets and liabilities are translated at the exchange rate on the balance sheet date, and operating results are translated at the average exchange rate throughout the period. During the year ended June 30, 2003 and 2002, comprehensive income included net translation loss and translation gain of \$380,978 and \$380,516, respectively. Other comprehensive income, as presented on the accompanying consolidated balance sheet in the stockholders' equity section amounted to \$149,297 as of June 30, 2003.

**Accounting for Stock-Based Compensation:**

The Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 123, Accounting for Stock-Based Compensation, which applies the fair-value method of accounting for stock-based compensation plans. In accordance with this standard, the Company accounts for stock-based compensation in accordance with Accounting Principles Board Opinion No. 25, Accounting for Stock Issued to Employees.

In March 2000, the Financial Accounting Standards Board (FASB) issued FASB Interpretation No. 44 (Interpretation 44), "Accounting for Certain Transactions Involving Stock Compensation." Interpretation 44 provides criteria for the recognition of compensation expense in certain stock-based compensation arrangements that are accounted for under APB Opinion No. 25, Accounting for Stock-Based Compensation. Interpretation 44 became effective July 1, 2000, with certain provisions that were effective retroactively to December 15, 1998 and January 12, 2000. Interpretation 44 did not have any material impact on the Company's financial statements.

#### Income Taxes:

Deferred income taxes are reported using the liability method. Deferred tax assets are recognized for deductible temporary differences and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

As of June 30, 2003, the Company had net federal and state operating loss carry forwards expiring in various years through 2023. During the year ended June 30, 2003, the valuation allowance increased by \$855,000; primarily due to the net operating loss carry forward.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

Deferred tax assets resulting from the net operating losses are reduced by a valuation allowance, when in the opinion of management, utilization is not reasonably assured.

A summary at June 30, 2003 is as follows:

	Federal	State	Total
Net operating loss carry forward	\$ 16,137,500	\$ 9,212,500	
Effective tax rate	32%	8%	
Deferred tax asset	5,164,000	737,000	5,901,000
Valuation allowance	(3,604,000)	(347,000)	(3,951,000)
Net deferred tax asset	1,560,000	390,000	1,950,000
Deferred tax liability arising from non-taxable business combinations	1,560,000	390,000	1,950,000
Net deferred tax liability	\$ —	\$ —	\$ —

The following is a reconciliation of the provision for income taxes at the U.S. federal income tax rate to the income taxes reflected in the Consolidated Statements of Operations:

	June 30, 2003	June 30, 2002
Tax expense (credit) at statutory rate-federal	(32)%	(32)%
State tax expense net of federal tax	(8)	(8)
Permanent differences	1	
Valuation allowance	39	39
Tax expense at actual rate	—	—

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**Derivative Instruments:**

In June 1998, the Financial Accounting Standards Board issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities." SFAS No. 133, as amended by SFAS No. 137, is effective for fiscal years beginning after June 15, 2000. SFAS No. 133 requires the Company to recognize all derivatives as either assets or liabilities and measure those instruments at fair value. It further provides criteria for derivative instruments to be designated as fair value, cash flow and foreign currency hedges and establishes respective accounting standards for reporting changes in the fair value of the derivative instruments. After adoption, the Company is required to adjust hedging instruments to fair value in the balance sheet and recognize the offsetting gains or losses as adjustments to be reported in net income or other comprehensive income, as appropriate. The Company has complied with the requirements of SFAS 133 in fiscal year 2003 and 2002, the effect of which was not material to the Company's financial position or results of operations as the Company does not participate in such activities.

**Impairment of Long-Lived Assets and Long-Lived Assets to be Disposed of:**

The Company adopted the provision of FASB No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of." This statement requires that long-lived assets and certain identifiable intangibles be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amounts of the assets exceed the fair values of the assets. In assessing the impairment of these identifiable intangible assets, identifiable goodwill will be allocated on a pro rata basis using fair values of the assets at the original acquisition date. In estimating expected future cash flows for determining whether an asset is impaired and if expected future cash flows are used in measuring assets that are impaired, assets will be grouped at the lowest level (entity level) for which there are identifiable cash flows that are largely independent of the cash flows of other groups of assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. In recording an impairment loss, related goodwill would be reduced to zero before reducing the carrying amount of any identified impaired asset.

For goodwill not identifiable with an impaired asset, the Company establishes benchmarks at the lowest level (entity level) as its method of assessing impairment. In measuring impairment, unidentifiable goodwill is considered impaired if the fair value at the lowest level is less than its carrying amount. The fair value of unidentifiable goodwill is determined by subtracting the fair value of the recognized net assets at the lowest level (excluding goodwill) from the value at the lowest level. The amount of the impairment loss is equal to the difference between the carrying amount of goodwill and the fair value of goodwill. In the event that impairment is recognized, appropriate disclosures are made.

As of June 30, 2003, the Company determined the fair value of goodwill was equal to its carrying value.

**Reporting segments:**

Statement of financial accounting standards No. 131, Disclosures about segments of an enterprise and related information (SFAS No. 131), which superceded statement of financial accounting standards No. 14, Financial reporting for segments of a business enterprise, establishes standards for the way that public enterprises report information about operating segments in annual financial statements and requires reporting of selected information about operating segments in interim financial statements regarding products and services, geographic areas and major customers. SFAS No. 131 defines operating segments as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performances. The Company allocates its resources and assesses the performance of its sales activities based upon geographic locations of its subsidiaries (note 12).

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**New Accounting Pronouncements:**

SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," was issued in August 2001. SFAS No. 144 is effective for fiscal years beginning after December 15, 2001, and addresses financial accounting and reporting for the impairment or disposal of long-lived assets. This statement supersedes SFAS No. 121 "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of," and the accounting and reporting provisions of APB Opinion No. 30, "Reporting the Results of Operations -Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions," for the disposal of a segment of a business. The adoption of SFAS 144 does not have a material effect on the earnings or financial position of the Company.

In May 2002, the Board issued SFAS No. 145, "Rescission of FASB Statements No. 4, 44, and 64, Amendment of FASB Statement No. 13, and Technical Corrections" ("SFAS 145"). SFAS 145 rescinds the automatic treatment of gains or losses from extinguishments of debt as extraordinary unless they meet the criteria for extraordinary items as outlined in APB Opinion No. 30, Reporting the Results of



Operations, Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions. SFAS 145 also requires sale-leaseback accounting for certain lease modifications that have economic effects that are similar to sale-leaseback transactions and makes various technical corrections to existing pronouncements. The provisions of SFAS 145 related to the rescission of FASB Statement 4 are effective for fiscal years beginning after May 15, 2002, with early adoption encouraged. All other provisions of SFAS 145 are effective for transactions occurring after May 15, 2002, with early adoption encouraged. The adoption of SFAS 145 does not have a material effect on the earnings or financial position of the Company.

In June 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." This statement addresses financial accounting and reporting for costs associated with exit or disposal activities and nullifies Emerging Issues Task Force ("EITF") Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." This statement requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred. Under EITF Issue 94-3, a liability for an exit cost, as defined, was recognized at the date of an entity's commitment to an exit plan. The provisions of this statement are effective for exit or disposal activities that are initiated after December 31, 2002 with earlier application encouraged. The adoption of SFAS 146 does not have a material effect on the earnings or financial position of the Company.

On January 1, 2002, the Company adopted Financial Accounting Standards Board Emerging Issues Task Force No. 01-14, "Income Statement Characterization of Reimbursements Received for 'Out-of-Pocket' Expenses Incurred," ("EITF 01-14"). EITF 01-14 requires companies to characterize reimbursements received for out-of-pocket expenses incurred as revenue and to reclassify prior period financial statements to conform to current year presentation for comparative purposes. The Company's "Services" revenues now include reimbursable out-of-pocket expenses and "Cost of services" expenses include the costs associated with reimbursable out-of-pocket expenses. Prior to the adoption of EITF 01-14 the Company's historical financial statements recorded these expenses as net amounts in "Cost of services." The adoption of EITF 01-14 did not have a significant impact on the services gross margin percentage and had no effect on net loss.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

In November 2002, the FASB issued Interpretation No. 45, Guarantors' Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others ("FIN 45"). FIN 45 elaborates on the existing disclosure requirements for most guarantees, including loan guarantees such as standby letters of credit. It also requires that at all times a company issues a guarantee, ANZA must recognize an initial liability for the fair market value of the obligations it assumes under that guarantee and must disclose that information in its interim and annual financial statements. The initial recognition and measurement provisions of FIN 45 apply on a prospective basis to guarantees issued or modified after December 31, 2002. The adoption of this requirement has not had a material effect on its financial position or results of operations.

In January 2003, the FASB issued Interpretation No. 46, Consolidation of Variable Interest Entities ("FIN 46"). FIN 46 clarifies the application of Accounting Research Bulletin No. 51 for certain entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties. FIN 46 applies to variable interest entities created after January 31, 2003, and to variable interest entities in which an enterprise obtains an interest after that date. The Company believes that the adoption of the disclosure provisions of this statement will not have a material effect on its financial position or results of operations.

In March 2003, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation – Transition and Disclosure." This Statement amends SFAS No. 123, "Accounting for Stock-Based Compensation," to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, SFAS No. 148 amends the disclosure requirements of SFAS No. 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used on reported results. The Company does not expect to adopt SFAS No. 123. The additional presentation requirements are not meaningful since few employee options were granted during the periods presented. The proforma information regarding net loss and loss per share, pursuant to the requirements of FASB 123 for the years end June 30, 2003 and 2002 have been presented in the note 10.

On April 30, the FASB issued FASB Statement No. 149 (SFAS 149), *Amendment of Statement 133 on Derivative Instruments and Hedging Activities*. SFAS 149 amends and clarifies the accounting guidance on (1) derivative instruments (including certain derivative instruments embedded in other contracts) and (2) hedging activities that fall within the scope of FASB Statement No. 133 (SFAS 133), *Accounting for Derivative Instruments and Hedging Activities*. SFAS 149 also amends certain other existing pronouncements, which will result in more consistent reporting of contracts that are derivatives in their entirety or that contain embedded derivatives that warrant separate accounting. SFAS 149 is effective (1) for contracts entered into or modified after June 30, 2003, with certain exceptions, and (2) for hedging relationships designated after June 30, 2003. The guidance is to be applied prospectively. The adoption of SFAS 149 does not have a material effect on the earnings or financial position of the Company.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

In May 2003, the FASB issued SFAS No. 150, Accounting for Certain Financial Instruments with Characteristics of Both Liabilities and Equity, ("SFAS No. 150"). SFAS No. 150 establishes standards for how an issuer classifies and measures in its statement of financial position certain financial instruments with characteristics of both liabilities and equity. In accordance with SFAS No. 150, financial

instruments that embody obligations for the issuer are required to be classified as liabilities. SFAS No. 150 shall be effective for financial instruments entered into or modified after May 31, 2003, and otherwise shall be effective at the beginning of the first interim period beginning after June 15, 2003. The adoption of SFAS 150 does not have a material effect on the earnings or financial position of the Company.

**Reclassifications:**

For comparative purposes, prior year's consolidated financial statements have been reclassified to conform with report classifications of the current year.

**NOTE 3 – MAJOR CUSTOMERS**

Included in accounts receivable as of June 30, 2002 is approximately \$761,000 due from one major customer. During the years ended June 30, 2002, one major customer accounted for approximately 11% of net revenues. The Company did not have a major customer with over 10% of net revenue, in the year ended June 30, 2003.

**NOTE 4 – OTHER CURRENT ASSETS**

Other current assets comprise of the following as of June 30, 2003:

Prepaid Expenses	\$	153,239
Advance Income Tax		50,185
Employee Advances		6,134
Security Deposits		18,837
Other Receivables		100,121
		<hr/>
Total	\$	328,516
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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**NOTE 5 - PROPERTY AND EQUIPMENT**

Property and equipment, net, consist of the following at June 30, 2003:

Office furniture and equipment	\$	418,612
Computer equipment		1,767,168
Web-site development		181,499
Assets under capital leases		664,322
Construction in process		614,639
Land		179,903
Autos		133,220
Improvements		188,516
		<hr/>
Subtotal		4,147,879
Accumulated depreciation & amortization		(2,110,372)
		<hr/>
	\$	2,037,507
		<hr/>

For the years ended June 30, 2003 and 2002, depreciation and amortization expense totaled \$187,362 and \$779,587, respectively. Accumulated depreciation and amortization for assets under capital leases amounted to \$372,623 and \$348,791 at June 30, 2003 and 2002, respectively.

**NOTE 6 - INTANGIBLE ASSETS**

Intangible assets consist of the following at June 30, 2003:

	Product Licenses	Customer Lists	Goodwill	Total
	<hr/>	<hr/>	<hr/>	<hr/>
Intangible asset	\$ 4,894,838	\$ 1,977,877	\$ 2,153,311	\$ 9,026,026
Accumulated amortization	(2,291,803)	(1,020,643)	(783,389)	(4,095,835)
	<hr/>	<hr/>	<hr/>	<hr/>
	\$ 2,603,035	\$ 957,234	\$ 1,369,922	\$ 4,930,191

Amortization expense:

Year ended June 30, 2003	\$	680,125	\$	316,015	\$	393,388	\$	1,389,528
Year ended June 30, 2002	\$	680,125	\$	265,687	\$	390,000	\$	1,335,812

At June 30, 2003, product licenses, renewals, enhancements, copyrights, trademarks, and trade names, included unamortized software development and enhancement costs of \$562,659 as the development and enhancement is yet to be completed.

Effective July 1, 2002, the Company adopted Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets," ("SFAS 142"). SFAS 142 requires that goodwill no longer be amortized and that it be assessed for impairment on an annual basis. The Company is evaluating any accounting effect, if any, arising from the recently issued SFAS No. 142, "Goodwill and Other Intangibles" on the Company's financial position or results of operations.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**NOTE 7 – LETTER OF CREDIT**

**Letter of Credit**

During September 2000, the Company opened a certificate of deposit with Merrill Lynch Bank USA in the amount of \$500,000, as security for an Irrevocable Standby Letter of Credit for the benefit of one of its customers. The customer, Daimler Chrysler Singapore released the letter of credit performance bond in September 2002. The company was able to utilize the cash of \$500,000 in five months starting from September 2002. As of June 30, 2003, the Company has no letter of credit outstanding.

**NOTE 8 – NOTES PAYABLE**

In December 2001, as part of the winding up of Network Solutions Ltd. the parent agreed to assume the note payable of one of the major creditors, Barclay's Bank PLC of '130,000 or \$188,500 USD (see Note 1). In November 2002, the parties agreed upon a settlement agreement whereby the Company would pay '1,000 per month for twelve months and '2,000 per month thereafter until paid. During the fiscal years ended June 30, 2003 and 2002, the Company paid approximately '2,000 (\$3,336) and '0, respectively. The balance owing at June 30, 2003 was \$185,164. The entire balance has been classified as current and is included in "Current maturities of notes and obligations under capitalized leases" in the accompanying financial statements.

In June 2002, the Company signed a settlement agreement with a former consultant for payment of past services rendered. The Company agreed to pay the consultant a total of \$75,000. The agreement calls for monthly payments of \$1,500 per month until paid. During the current fiscal year the Company paid \$21,700. The balance owing at June 30, 2003 was \$53,300, of this amount, \$18,000 has been classified as a current liability in the accompanying financial statements.

On September 25, 2002 the Company signed a settlement agreement with Adrian Cowler ("Cowler") and Surrey Design Partnership Ltd. (see Note 11). The Company agreed to pay Cowler '218,000 pound sterling or approximately \$285,860USD plus interest, which the Company has recorded as a note payable in the accompanying consolidated financial statements. The agreement calls for monthly payments of '3,000 until March 2004 and then '4,000 per month until paid. During the fiscal years ended June 30, 2003 and 2002, the Company paid '48,731 and '24,815 or \$76,248 and \$35,000, respectively and accrued \$10,812 in interest. As of June 30, 2003, the balance was \$185,424, of this amount, \$94,050 has been classified as a current liability in the accompanying financial statements.

In November 2002, the Company signed a settlement agreement with Herbert Smith for '171,733 or approximately \$248,871, including interest (see Note 11). The Company agreed to pay \$10,000 upon signing of the agreement, \$4,000 per month for twelve months, and then \$6,000 per month until paid. During the fiscal years ended June 30, 2003 and 2002, the Company paid \$26,000 and \$58,000, respectively. The balance owing at June 30, 2003 was \$164,871. The entire balance has been classified as current and is included in "Current maturities of notes and obligations under capitalized leases" in the accompanying financial statements.

The current maturity of notes payable, including capital lease obligations, is as follows:

Year ended June 30, 2003	\$	760,786
Year ended June 30, 2004		97,200
Year ended June 30, 2005		29,474
<b>Total</b>		<b>\$887,460</b>

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**NOTE 9 – STOCKHOLDERS' EQUITY**

**Initial Public Offering:**

On September 15, 1998, the Company completed the sale of its minimum offering of shares in its initial public offering which generated gross proceeds of \$1,385,647 from the sale of 50,200 shares of common stock and 929,825 warrants, each warrant to purchase one share of the Company's common stock at an exercise price of \$6.50 for a term of five years. The total number of warrants outstanding at June 30, 2003 is 51,890 with exercise prices ranging from approximately \$4.50 to \$7.00 per warrant.

**Business Combinations:**Altiva Technologies, Inc.

On May 20, 2003, the Company issued 212,000 Rule 144 restricted common shares in exchange for all the assets and certain liabilities of Altiva Technologies, Inc., a Delaware corporation in an Asset Purchase Agreement. The shares were valued at the time of the purchase at \$212,000 or \$0.20 per share. Proforma financial statements are not presented, as the net assets and the operations of Altiva Technologies, Inc. were insignificant prior to the merger.

**Private Placements**

During the years ended June 30, 2003 and 2002, the Company sold 459,770 and 403,436 shares of common stock for \$365,219 and \$324,850, respectively, through private placement offerings pursuant to Rule 506 of Regulation D of the Securities and Exchange Act of 1933. The private placements were intended to be exempt from the registration provisions of the Securities and Exchange Commission Act of 1933 under Regulation D.

**Services**

During the years ended June 30, 2003 and 2002, the Company issued 93,400 and 163,000 restricted Rule 144 common shares in exchange for accrued compensation and services rendered, respectively. The Company recorded compensation expense of \$39,200 and \$116,995 for the years ended June 30, 2003 and 2002, respectively. Compensation expense was calculated based upon the fair market value of the freely trading shares as quoted on NASDAQ through 2003 and 2002, over the service period.

**Issuance of shares for Conversion of Debt and Settlement of Litigation**

During the year ended June 30, 2003, the outstanding balance of \$25,000 was converted into 71,429 restricted Rule 144 common shares.

During the year ended June 30, 2003 and 2002, the Company issued 40,000 and 130,000 shares of common stock in settlement of litigation, respectively. The shares were valued at \$50,000 and \$104,000, respectively.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**Short Swing Profits**

During the year ending June 30, 2002, a principal stockholder, purchased and sold shares of the Company's common stock on the public market within a six-month period and failed to make adequate disclosures, which constituted a violation of the federal securities statute. Profits of \$9,650 arising from the sale of these shares of common stock were contributed to the Company in June 2002.

**Options Exercised**

During the years ended June 30, 2003 and 2002, the Company issued 954,983 and 825,718 shares of its common stock upon the exercise of stock options. The Company received proceeds of \$809,566 and \$862,295, respectively.

**NOTE 10 – INCENTIVE AND NON-STATUTORY STOCK OPTION PLAN****The 1997 Plan**

On April 1, 1997, the Company adopted an Incentive and Non-statutory Stock Option Plan (the "1997 Plan") for its employees and consultants under which a maximum of 100,000 options may be granted to purchase common stock of the Company. Two types of options may be granted under the Plan: (1) Incentive Stock Options (also known as Qualified Stock Options) which may only be issued to employees of the Company and whereby the exercise price of the option is not less than the fair market value of the common stock on the date it was reserved for issuance under the Plan; and (2) Non-statutory Stock Options which may be issued to either employees or consultants of the Company and whereby the exercise price of the option is less than the fair market value of the common stock on the date it was reserved for issuance under the plan. Grants of options may be made to employees and consultants without regard to any performance measures. All options listed in the summary compensation table ("Securities Underlying Options") were issued pursuant to the Plan. An additional 4,000 Incentive Stock Options were issued to a non-officer-stockholder of the Company. All options issued pursuant to the Plan vest over an 18 month period from the date of the grant per the following schedule: 33% of the options vest on the date which is six months from the date of the grant; 33% of the options vest on the date which is 12 months from the date of the grant; and 34% of the options vest on the date which is 18 months from the date of the grant. All options issued pursuant to the Plan are nontransferable and subject to forfeiture.

The number and weighted average exercise prices of options granted under the 1997 Plan for the years ended June 30, 2003 and 2002 are as follows:

	2003		2002	
	Number	Average Exercise Price	Number	Average Exercise Price
Outstanding at the beginning of the year	9,000	\$ 7.20	9,000	\$ 7.20
Outstanding at the end of the year	9,000	\$ 7.20	9,000	\$ 7.20
Granted during the year	—	\$ —	—	\$ —
Exercised during the year	—	\$ —	—	\$ —
Exercisable at the end of the year	9,000	\$ 7.20	9,000	\$ 7.20
Canceled/forfeited during the year	—	\$ —	—	\$ —
Weighted average remaining life (years)	.5		1.5	

During the year ended June 30, 2001, 40,000 options were exercised by related parties into 40,000 shares of common stock for total consideration of \$29,000. There was no activity during the year ended June 30, 2002.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**The 1999 Plan**

On May 18, 1999, the Company enacted an Incentive and Non-statutory Stock Option Plan (the "1999 Plan") for its employees, directors and consultants under which a maximum of 1,000,000 options may be granted to purchase common stock of the Company. Two types of options may be granted under the Plan: (1) Incentive Stock Options (also known as Qualified Stock Options) which may only be issued to employees of the Company and whereby the exercise price of the option is not less than the fair market value of the common stock on the date it was reserved for issuance under the Plan; and (2) Non-statutory Stock Options which may be issued to either employees or consultants of the Company and whereby the exercise price of the option is less than the fair market value of the common stock on the date it was reserved for issuance under the plan. Grants of options may be made to employees, directors and consultants without regard to any performance measures. All options issued pursuant to the Plan are nontransferable and subject to forfeiture.

Any Option granted to an Employee of the Corporation shall become exercisable over a period of no longer than ten (10) years and no less than twenty percent (20%) of the shares covered thereby shall become exercisable annually. No Incentive Stock Option shall be exercisable, in whole or in part, prior to one (1) year from the date it is granted unless the Board shall specifically determine otherwise, as provided herein. In no event shall any Option be exercisable after the expiration of ten (10) years from the date it is granted, and no Incentive Stock Option granted to a Ten Percent Holder shall, by its terms, be exercisable after the expiration of ten (10) years from the date of the Option. Unless otherwise specified by the Board or the Committee in the resolution authorizing such option, the date of grant of an Option shall be deemed to be the date upon which the Board or the Committee authorizes the granting of such Option.

The number and weighted average exercise prices of options granted under the 1999 Plan for the year ended June 30, 2003 and 2002 are as follows:

	2003		2002	
	Number	Average Exercise Price	Number	Average Exercise Price
Outstanding at the beginning of the year	631,890	\$ 24.75	598,450	\$ 26.55
Outstanding at the end of the year	631,890	\$ 24.75	631,890	\$ 24.75
Granted during the year	—	\$ —	421,866	\$ 1.25
Exercised during the year	—	\$ —	340,426	\$ 1.25
Exercisable at the end of the year	631,890	\$ 24.75	631,890	\$ 24.75
Canceled/forfeited during the year	—	\$ —	48,000	\$ 11.25
Weighted average remaining life (years)	3.5		4.5	

There were no options granted, exercised, cancelled, or expired under this plan during the year ended June 30, 2003. During the year ended June 30, 2002, 340,426 options were exercised into 340,426 shares of common stock for total consideration of \$425,533 including 251,466 options exercised by Directors and officers of the Company.

Pro forma information regarding the effect on operations is required by SFAS 123, and has been determined as if the Company had accounted for its employee stock options under the fair value method of that statement. Pro forma information using the Black-Scholes method at the date of grant based on the following assumptions:

NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

Expected life (years)	5-10 years
Risk-free interest rate	6.0%
Dividend yield	—
Volatility	1.14

### The 2001 Plan

On March 27, 2002, the Company enacted an Incentive and Non-statutory Stock Option Plan (the “2001 Plan”) for its employees and consultants under which a maximum of 2,000,000 options may be granted to purchase common stock of the Company. Two types of options may be granted under the Plan: (1) Incentive Stock Options (also known as Qualified Stock Options) which may only be issued to employees of the Company and whereby the exercise price of the option is not less than the fair market value of the common stock on the date it was reserved for issuance under the Plan; and (2) Non-statutory Stock Options which may be issued to either employees or consultants of the Company and whereby the exercise price of the option is less than the fair market value of the common stock on the date it was reserved for issuance under the plan. Grants of options may be made to employees and consultants without regard to any performance measures. All options issued pursuant to the Plan are nontransferable and subject to forfeiture.

Any Option granted to an Employee of the Corporation shall become exercisable over a period of no longer than ten (10) years and no less than twenty percent (20%) of the shares covered thereby shall become exercisable annually. No Incentive Stock Option shall be exercisable, in whole or in part, prior to one (1) year from the date it is granted unless the Board shall specifically determine otherwise, as provided herein. In no event shall any Option be exercisable after the expiration of ten (10) years from the date it is granted, and no Incentive Stock Option granted to a Ten Percent Holder shall, by its terms, be exercisable after the expiration of ten (10) years from the date of the Option. Unless otherwise specified by the Board or the Committee in the resolution authorizing such option, the date of grant of an Option shall be deemed to be the date upon which the Board or the Committee authorizes the granting of such Option.

The number and weighted average exercise prices of options granted under the 2001 Plan for the years ended June 30, 2003 and 2002 are as follows:

	2003		2002	
	<u>Number</u>	Average Exercise <u>Price</u>	<u>Number</u>	Average Exercise <u>Price</u>
Outstanding at the beginning of the year	887,908	\$ 0.90	—	\$ —
Outstanding at the end of the year	398,408	\$ 1.10	887,908	\$ 0.90
Granted during the year	389,083	\$ 1.30	1,373,200	\$ 0.90
Exercised during the year	878,583	\$ .90	485,292	\$ 0.90
Exercisable at the end of the year	398,408	\$ 1.10	887,908	\$ 0.90
Canceled/forfeited during the year	—	\$ —	48,000	\$ —
Weighted average remaining life (years)	8.4		9.4	

NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

Under the 2001 Plan, during the year ended June 30, 2003 and 2002, 878,583 options were exercised into 878,583 shares of common stock for total consideration of \$733,166 and \$436,762.

During the year ended June 30, 2003, non-cash compensation included in the options exercised was \$135,166 for 164,083 shares of common stock. Of this amount, \$75,000 or 60,000 shares of common stock was issued to officers of the Company. Included in the options exercised was non-cash compensation of \$401,046 for 2,045,342 shares of common stock to officers of the Company, in the year ended June 30, 2002.

### The 2002 Plan

On January 2003, the Company enacted an Incentive and Non-statutory Stock Option Plan (the “2002 Plan”) for its employees and consultants under which a maximum of 2,000,000 options may be granted to purchase restricted Rule 144 common stock of the Company. Two types of options may be granted under the Plan: (1) Incentive Stock Options (also known as Qualified Stock Options) which may only be issued to employees of the Company and whereby the exercise price of the option is not less than the fair market value of the common stock on the date it was reserved for issuance under the Plan; and (2) Non-statutory Stock Options which may be issued

to either employees or consultants of the Company and whereby the exercise price of the option is less than the fair market value of the common stock on the date it was reserved for issuance under the plan. Grants of options may be made to employees and consultants without regard to any performance measures. All options issued pursuant to the Plan are nontransferable and subject to forfeiture.

Any Option granted to an Employee of the Corporation shall become exercisable over a period of no longer than ten (10) years and no less than twenty percent (20%) of the shares covered thereby shall become exercisable annually. No Incentive Stock Option shall be exercisable, in whole or in part, prior to one (1) year from the date it is granted unless the Board shall specifically determine otherwise, as provided herein. In no event shall any Option be exercisable after the expiration of ten (10) years from the date it is granted, and no Incentive Stock Option granted to a Ten Percent Holder shall, by its terms, be exercisable after the expiration of ten (10) years from the date of the Option. Unless otherwise specified by the Board or the Committee in the resolution authorizing such option, the date of grant of an Option shall be deemed to be the date upon which the Board or the Committee authorizes the granting of such Option.

The number and weighted average exercise prices of options granted under the 2002 Plan for the year ended June 30, 2003 are as follows:

	2003	
	<u>Number</u>	<u>Average Exercise Price</u>
Outstanding at the beginning of the year	—	
Outstanding at the end of the year	93,600	\$ 1.00
Granted during the year	170,000	\$ 1.13
Exercised during the year	76,400	\$ 1.00
Exercisable at the end of the year	93,600	\$ 1.13
Canceled/forfeited during the year	—	—
Weighted average remaining life (years)	9.4	

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

Under the 2002 Plan, during the year ended June 30, 2003, 76,400 options were exercised into 76,400 shares of common stock for total consideration of \$76,400.

Proforma information regarding net loss and loss per share, pursuant to the requirements of FASB 123 for the years ended June 30, 2003 and 2002 are as follows:

	2003		2002	
	<u>Historical</u>	<u>Proforma</u>	<u>Historical</u>	<u>Proforma</u>
Net loss	\$ 2,137,506	\$7,242,796	\$ 5,998,864	\$ 7,242,796
Net loss per share - basic and diluted	\$ .47	\$ 0.48	\$ 2.00	\$ 2.40

**NOTE 11 – COMMITMENTS AND CONTINGENCIES**

**Leases**

As of October of 2002, the Company moved its headquarters from its previous facility to one with approximately 1,575 rentable square feet and a monthly rent of \$2,993.00 per month. The previous location had a monthly rent of over \$13,000 per month. The lease is on a month-to-month basis. The facilities in Maryland are subject to a six month lease which expires in December 2003 and thereafter operates on a month-to-month basis rented at the rate of \$1,200 per month. The Australia lease is a four-year lease that expires in September 2003 and currently is rented at the rate of \$1,380 per month. The Pakistani facility is on a month-to-month basis and is currently rented at the rate of approximately \$10,000 per month. UK operations are currently conducted in leased premises operating on a month-to-month basis with current rental costs of approximately \$3,000 per month.

The Company entered in to a lease agreement for its corporate office in the US beginning September 23, 2002. The term of the lease is on month-to-month basis with either party entitled to terminate it after February 20, 2003. Rent for the period from September 23, 2002 to September 30, 2002 was \$630 and thereafter it was raised to \$2,365 per month. In September 2002, the Company paid a sum of \$17,167 which constitutes a prorata rent payment for September, six month's rent in advance and a security deposit of \$2,362.

Rent expense amounted to \$215,000 and \$419,004 for the years ended June 30, 2002 and 2001, respectively.

## Employment Agreements

Effective October 2002, the Company entered into a Consulting Agreement with Mark Caton. The Agreement was for one year with a consulting fee of \$60,000 and a stock option package consisting of options to purchase 200,000 (40,000 post-reverse split) shares of common stock as the exercise price of \$.015 (\$.75 post reverse split), all of which are vested, for an additional one year term at a fee of \$60,000 and a stock option package consisting of options to purchase 20,000 shares of common stock at the exercise price of \$2.50. These options vest quarterly.

Effective April 22, 2002, the Company entered into an employment agreement with Naeem Ghauri as Chief Executive Officer of the Company. The agreement is for a base term of three years, and continues thereafter on an at will basis until terminated by either the Company or Mr. Ghauri. The agreement provides for a yearly salary of \$125,000. The salary shall increase to \$150,000 per year at the time the Company reaches profitability for a full fiscal year. The agreement also provides for such additional compensation as the Board of Directors of the Company determines is proper in recognition of Mr. Ghauri's contributions and services to the Company. In addition, the agreement provides for option grants under the Company's employee stock option plan of 100,000 options (post-reverse split) granted on April 2002, 25% of which vest at the beginning of each quarter. Further, 40,000 additional options are to be granted upon the Company's achievement of \$9,500,000 in revenues and \$50,000 EBITDA for the calendar year 2002.

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### NETSOL TECHNOLOGIES INC AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF CASH FLOWS Continued

Effective April 22, 2002, the Company entered into an employment agreement with Najeeb Ghauri as Corporate Secretary. The agreement is for a base term of three years, and continues thereafter on an at will basis until terminated by either the Company or Mr. Ghauri. The agreement provides for a yearly salary of \$125,000. In June 2002, Mr. Ghauri's responsibilities were increased when he was appointed Chief Financial Officer and elected Chairman of the Board. The salary is to increase to \$150,000 per year at the time the Company reaches profitability for a full fiscal year. The agreement also provides for such additional compensation as the Board of Directors of the Company determines is proper in recognition of Mr. Ghauri's contributions and services to the Company. In addition, the agreement provides for option grants under the Company's employee stock option plan of 100,000 options (post-reverse split) granted on April 2002, 25% of which vest at the beginning of each quarter. Further, 40,000 additional options are to be granted upon the Company's achievement of \$9,500,000 in revenues and \$50,000 EBITDA for the calendar year 2002.

Effective April 22, 2002, the Company entered into an employment agreement with Salim Ghauri as the President of the Company and Chief Executive Officer of the Company's Pakistan subsidiary. The agreement is for a base term of three years, and continues thereafter on an at will basis until terminated by either the Company or Mr. Ghauri. The agreement provides for a yearly salary of \$125,000. The salary is to increase to \$150,000 per year at the time the Company reaches profitability for a full fiscal year. The agreement also provides for such additional compensation as the Board of Directors of the Company determines is proper in recognition of Mr. Ghauri's contributions and services to the Company. In addition, the agreement provides for option grants under the Company's employee stock option plan of 100,000 options (post-reverse split) granted on April 2002, 25% of which vest at the beginning of each quarter. Further, 40,000 additional options are to be granted upon the Company's achievement of \$9,500,000 in revenues and \$50,000 EBITDA for the calendar year 2002.

All of the above agreements provide for certain Company-paid benefits such as employee benefit plans and medical care plans at such times as the Company may adopt them. The agreements also provide for reimbursement of reasonable business-related expenses and for two weeks of paid vacation. The agreements also provide for certain covenants concerning non-competition, non-disclosure, indemnity and assignment of intellectual property rights.

## Litigation

Herbert Smith, a former attorney representing the Company, commenced a collection proceeding against the Company in the High Court of Justice, Queen's Bench Division, on July 31, 2002, claiming the Company owed a sum certain to it. The Company had signed an engagement letter dated October 18, 2000. Herbert Smith ("HS") was hired to proceed against Surrey Design Partnership Ltd. HS claimed the Company owed 171,733 pounds sterling or approximately \$248,871 USD. This sum includes interest in the amount of 8% per annum and has been recorded as a note payable on the accompanying consolidated financial statements (see note 8). On November 28, 2002, a Consent Order was filed with the Court agreeing to a payment plan, whereby the Company is to pay \$10,000 USD upon signing of the agreement, \$4,000 USD a month for one year and \$6,000 USD, per month thereafter until the debt is paid. During the year ended June 30, 2003 the Company paid \$26,000 on this note.

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### NETSOL TECHNOLOGIES INC AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF CASH FLOWS Continued

On April 29, 2002, Kilroy Realty L.P filed an unlawful detainer action against the Company for unpaid rent. The parties entered a Stipulation to Entry of Judgment on July 10, 2002 whereby the rent owed by the Company would be taken out of a Letter of Credit held by Kilroy and the rent from August 2002 to February 2003 would be paid from the letter of credit with a promise by the Company to replenish the letter of credit in February. Kilroy did not draw on the letter of credit and on September 26, 2002, the Parties agreed to terminate the lease and NetSol agreed to pay \$70,000 for the back rent owed to Kilroy. The settlement amount of \$70,000 has been accrued in the accompanying consolidated financial statements. On October 10, 2002, the Company paid Kilroy the \$70,000 due.

On May 23, 2002, Allied Interstate Inc. filed a lawsuit for breach of contract, open book account, account stated, and reasonable value



against the Company. Allied was assigned the claim from SuperNet AG, a subsidiary of NetSol which was acquired from Florian Zgunea and Leonard Metcsh in Frankfurt Germany in May 2000. After almost two years, SuperNet failed to produce any revenues and the Company's board of directors agreed with the management to sell back SuperNet to Florian and Leonard and divest itself from the ISP business in Germany. The price of \$120,000 was agreed upon and \$40,000 was wired to Florian and Leo. Subsequently, the proxy battle with Shareholders Group LLC ensued whereby a Receiver was in place until August 2001. Once the Company's management was placed back in control, discussion with Florian and Leo commenced. Again, the Company agreed to make four payments of \$80,000 and a promise to cooperate by providing all the books and records of SuperNet to the Company. In August 2001, the Company sent another payment of \$20,000 as agreed upon. However, soon thereafter, the Company received an electronic correspondence from Florian that if the Company wanted all the books and records full payment was to be made. The Company did not make full payment and obtained books and records from alternate sources. Allied's position is that the Company breached its agreement with Florian and Leo, the Company's position is that because they refused to provided access to the books and records, they breached a covenant of the Agreement. The parties agreed on a settlement and on May 5, 2003, Florian and Leo were issued 160,000 and 40,000, respectively, shares of the Company's restricted Rule 144 stock, with a total value of \$50,000 in settlement of this claim.

The Company is currently involved in proceedings with Adrian Cowler and The Surrey Design Partnership Limited, the former owners of Network Solutions Group Limited ("NSGL"). On October 2, 2000, the Claimants filed its Particulars of Claim and NetSol served its Defense and Counterclaim on 13th December 2000. The Parties reached a settlement on January 29, 2002 with the following terms I) NetSol to pay 50,000 pounds sterling; II) 3,000 pounds sterling to be paid for 24 months beginning 31, March 2002; III) 4,000 pounds sterling to be paid for 24 months beginning March 31, 2004; IV) NetSol to release 155,000 shares in escrow; V) 650,000 144 shares to be issued to Surrey Design. NetSol made some of the payments and issued all the shares. On June 11, 2002, Plaintiff filed an enforcement of judgment in California Superior Court of Los Angeles to enforce the judgment. A request for Entry of Default was filed on July 30, 2002. On September 10, 2002 NetSol filed its Opposition to Plaintiff's request for Entry of Judgment and on September 16, 2002, Plaintiff filed its Motion to Strike NetSol's Opposition. On September 25, 2002, the Company and Surrey Design entered into an Agreement to Stay Enforcement of Judgment. The terms of the Agreement included (i) NetSol to pay 25,000 pounds sterling upon execution of this Agreement; (ii) By February 20, 2003, NetSol to pay an addition 25,000 pounds sterling; (iii) From October 31, 2002 to February 28, 2003, NetSol to pay 3,000 pounds sterling; and (iv) from March 31, 2003 for a period of 24 months, NetSol to pay 4,000 pounds sterling. The settlement amount has been recorded in the accompanying consolidated financial statements as a note payable (see Note 8). As of June 30, 2003, the Company has paid approximately 73,546 pounds sterling or \$111,248 USD.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

On March 27, 2003, Arab Commerce Bank filed a complaint in the Supreme Court of the State of New York (Index No. 600709/03) seeking damages for breach of a Note Purchase Agreement and Note. Plaintiff alleges that NetSol did not issue stock in a timely manner in December 2000 resulting in compensatory damages in the amount of \$146,466.72. The litigation arises out of a transaction from late 1999 in which Arab Commerce Bank invested \$100,000 in the Company's securities through a private placement. Plaintiff claims that the removal of the legend on its shares of common stock longer than contractually required. During this purported delay, the market value of the Company's common shares decreased. The Plaintiff is essentially seeking the lost value of its shares. In the event the Plaintiff is unable to collect the amount sought, the complaint requests that NetSol repay the principal sum of the Note of \$100,000 and interest at the rate of 9% per annum based on the maturity date of December 10, 2000. The Company is in the process of negotiating a settlement on this matter.

In addition, the Company and its subsidiaries have been named as a defendant in legal actions arising from its normal operations, and from time-to-time, are presented with claims for damages arising out of its actions. The Company anticipates that any damages or expenses it may incur in connection with these actions, individually and collectively, will not have a material adverse effect on the Company.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

**NOTE 12 – SEGMENT AND GEOGRAPHIC AREAS**

The following table presents a summary of operating information and certain year-end balance sheet information for the years ended June 30:

	2003	2002
	_____	_____
Revenues from unaffiliated customers:		
North America	\$ 508,868	\$ 1,453,819
International	3,236,518	2,124,294
	_____	_____
Consolidated	\$ 3,745,386	\$ 3,578,113
	=====	=====

Operating loss:

North America	\$ (2,644,712)	\$ (4,648,129)
International	176,462	(1,130,865)
	<u>                    </u>	<u>                    </u>
Consolidated	\$ (2,468,250)	\$ (5,778,994)
	<u>                    </u>	<u>                    </u>
Identifiable assets:		
North America	\$ 4,689,560	\$ 5,888,343
International	4,052,691	4,541,842
	<u>                    </u>	<u>                    </u>
Consolidated	\$ 8,742,251	\$ 10,430,185
	<u>                    </u>	<u>                    </u>
Depreciation and amortization		
North America	\$ 1,440,686	\$ 2,031,472
International	136,204	83,927
	<u>                    </u>	<u>                    </u>
Consolidated	\$ 1,576,890	\$ 2,115,399
	<u>                    </u>	<u>                    </u>
Capital expenditure		
North America	\$ 23,688	\$ —
International	127,822	90,172
	<u>                    </u>	<u>                    </u>
Consolidated	\$ 151,510	\$ 90,172
	<u>                    </u>	<u>                    </u>

#### NOTE 13 – SUBSEQUENT EVENTS

On May 5, 2003, the Company entered into an investment banking relationship with a New York based bank; Maxim Group LLC. In July, the Company closed the first Private Placement Offering with Maxim as the placement agent for \$1.2MN. The Company is required to register these shareholders shares on a Selling Shareholders' registration statement. The Company may explore new financing once this registration is effective, based on its capital needs.

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#### NETSOL TECHNOLOGIES INC AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF CASH FLOWS Continued

On August 18, 2003, the Company effected a 1 for 5 reverse stock split for all the issued and outstanding shares of common stock, approved by the shareholders on August 15, 2003. The reverse stock split was affected to create a capital structure that met with the minimum bid requirements of NASDAQ Small Cap and to ensure that the Company's shares are traded at a price that is consistent with the expectations of the investment community.

In an offering closing prior to the reverse stock split in August 2003, the Company sold approximately 946,963, post-reverse split, shares of restricted Common Stock to 12 accredited investors for total consideration of \$1,215,000 in reliance on an exemption from registration available under Rule 506 of Regulation D of the Securities Act of 1933, as amended. This offering originally provided units consisting of shares of common stock and warrants to acquire common stock but was amended to adjust the number of shares consistent with NASDAQ compliance requirements.

On August 20, 2003, the Company entered into a loan agreement with an accredited non-U.S. investor. Under the terms of the loan, the Company borrowed \$500,000 from the investor. The note has an interest rate of 8% per annum. The note is due on a date that is one hundred (120) days from the issuance date. In the event of default by the Company only, the note is convertible into shares of common stock at \$1.75 per share, and 100,000 warrants at the exercise price of \$3.25 which expire one year from the conversion date, and 100,000 warrants at an exercise price of \$5.00 per share which expire two years from the conversion date. The convertible debenture was issued in reliance on an exemption available from registration under Regulation S of the Securities Act of 1933, as amended.

In August 2003, Netsol entered into an agreement with United Kingdom based Akhtar Group PLC (Akhtar). Under the terms of the agreement, Akhtar Group acquired 49.9 percent of the Company's subsidiary, Pakistan based Netsol Connect PTV Ltd. (NC), an Internet service provider (ISP) in Pakistan. As part of this Agreement, NC changed its name to NetSol Akhtar. The new partnership with Akhtar Computers is designed to rollout the services of connectivity and wireless to the Pakistani national market. On signing of this Agreement, the Shareholders agreed to make the following investment in the Company against issuance of shares:

Akhtar	US\$ 190,000
The Company	US\$ 60,000

Per the agreement, it was envisaged that NC will require a maximum US\$ 500,000 for expansion of its business. Akhtar will meet the initial financial requirements of the Company up til November 1, 2003. 50.1% of the aforesaid investment by Akhtar shall be reimbursed by the Company to ACL within 180 days of the said investment. In case of default in payment, the Company shall transfer its shares in the Company equivalent to the amount of default. For purposes of determining the value of such shares it is hereby agreed between the Shareholders that the fair value of the NC stands at US\$ 1,000,000.

The following is the proforma financial information of the Company assuming as if the transaction was consummated from the beginning of the periods presented in the accompanying consolidated financial statements.

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NETSOL TECHNOLOGIES INC AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Continued

	2003	2002
<b>Statements of operations:</b>		
Net loss before allocation of minority shareholders	(5,998,864)	(2,116,818)
<b>Minority allocation</b>	(8,041)	273,363
Net Loss	(\$5,725,501)	(\$2,124,859)
<b>Basic and diluted loss per share</b>	(\$0.09)	(\$0.38)
Balance Sheet items as of June 30, 2003:		
<b>Total assets</b>	\$8,932,251	
Shareholders' equity	\$5,264,852	

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**NETSOL TECHNOLOGIES, INC. AND SUBSIDIARIES**  
**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

<b>Consolidated Unaudited Balance Sheet as of March 31, 2004</b>	<b>ff-2</b>
<b>Comparative Unaudited Consolidated Statements of Operations for the the nine Months Ended March 31, 2004 and March 31, 2003</b>	<b>ff-3</b>
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**NETSOL TECHNOLOGIES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEET - MARCH 31, 2004 (UNAUDITED)**

ASSETS	
<b>Current assets:</b>	
Cash and cash equivalents	\$ 449,047
Certificates of deposits	820,047
Accounts receivable, net of allowance of \$165,168	984,098
Revenues in excess of billings	1,451,121

Other current assets	1,310,285
<b>Total current assets</b>	<b>5,014,598</b>
<b>Property and equipment, net of accumulated depreciation</b>	<b>2,052,592</b>
<b>Intangibles:</b>	
Product licenses, renewals, enhancements, copyrights, trademarks, and tradenames, net	2,270,247
Customer lists, net	720,485
Goodwill, net	1,046,926
<b>Total intangibles</b>	<b>4,037,658</b>
<b>Total assets</b>	<b>\$ 11,104,848</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>	
<b>Current liabilities:</b>	
Accounts payable and accrued expenses	\$ 1,784,390
Current portion of notes and obligations under capitalized leases	485,282
Billings in excess of revenues	141,843
Loan payable, bank	363,387
<b>Total current liabilities</b>	<b>2,774,902</b>
<b>Obligations under capitalized leases, less current maturities</b>	<b>28,824</b>
<b>Loans payable</b>	<b>201,360</b>
<b>Convertible debenture</b>	<b>900,000</b>
<b>Total liabilities</b>	<b>3,905,086</b>
<b>Minority interest</b>	<b>45,613</b>
<b>Contingencies</b>	<b>-</b>
<b>Stockholders' equity:</b>	
Common stock, \$.001 par value; 25,000,000 share authorized; 8,874,533 issued and outstanding	8,875
Additional paid-in-capital	37,943,360
Accumulated deficit	(30,243,330)
Stock subscription receivable	(594,148)
Stock to be issued	50,892
Accumulated other comprehensive loss	(11,500)
<b>Total stockholders' equity</b>	<b>7,154,149</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 11,104,848</b>

See accompanying notes to consolidated financial statements.

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**NETSOL TECHNOLOGIES, INC. AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF OPERATIONS  
(UNAUDITED)**

	For the Three Month Periods Ended March 31,		For the Nine Month Periods Ended March 31,	
	2004	2003	2004	2003
<b>Net revenues</b>	\$ 1,700,774	\$ 914,258	\$ 3,881,731	\$ 2,513,914
<b>Cost of revenues</b>	694,823	409,610	1,645,536	1,032,310
<b>Gross profit</b>	1,005,951	504,648	2,236,195	1,481,604
<b>Operating expenses:</b>				
Selling and marketing	49,690	11,628	96,377	67,384

Depreciation and amortization	402,151	464,999	1,226,180	1,340,839
Settlement costs	22,500	—	122,500	—
Bad debt expense	59,821	—	153,327	167,733
Salaries and wages	408,840	194,963	1,003,289	688,741
Professional services, including non-cash compensation	70,701	64,270	310,403	308,036
General and administrative	490,936	254,658	1,239,420	1,006,631
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Total operating expenses	1,504,639	990,518	4,151,496	3,579,364
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>Loss from operations</b>	(498,688)	(485,870)	(1,915,301)	(2,097,760)
<b>Other income and (expenses)</b>				
Gain (Loss) on sale of assets	160	—	(33,759)	—
Beneficial conversion feature	(3,323)	—	(99,350)	—
Gain on settlement of debts	99,146	—	203,234	—
Other income and (expenses)	(71,894)	(31,776)	(157,286)	(101,547)
<b>Minority interest in subsidiary</b>	71,049	—	164,387	—
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>Loss from continuing operations</b>	(403,550)	(517,646)	(1,838,075)	(2,199,307)
<b>Gain from discontinuation of a subsidiary</b>	—	—	—	478,075
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>Net loss</b>	(403,550)	(517,646)	(1,838,075)	(1,721,232)
<b>Other comprehensive (loss)/gain:</b>				
Translation adjustment	(53,590)	(10,715)	(160,797)	(267,622)
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>Comprehensive loss</b>	\$ (457,140)	\$ (528,361)	\$ (1,998,872)	\$ (1,988,854)
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>Net loss per share - basic and diluted:</b>				
Continued operations	\$ (0.05)	\$ (0.12)	\$ (0.22)	\$ (0.46)
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Discontinued operations	\$ —	\$ —	\$ —	\$ 0.10
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Net loss	\$ (0.05)	\$ (0.11)	\$ (0.22)	\$ (0.36)
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>Weighted average number</b>				
of shares outstanding - basic and diluted*	7,475,148	4,329,634	8,255,680	4,805,160
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

\*The basic and diluted net loss per share has been retroactively restated to effect a 5:1 reverse stock split on August 18, 2003

See accompanying notes to consolidated financial statements.

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**NETSOL TECHNOLOGIES, INC. AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(UNAUDITED)**

	For the Nine Months Ended March 31,	
	2004	2003
<b>Cash flows from operating activities:</b>		
Net loss from continuing operations	\$ (1,838,075)	\$ (1,721,232)
Adjustments to reconcile net loss to net cash		
Used in operating activities:		
Depreciation and amortization	1,226,180	1,340,839
Gain on discontinued operations		(478,075)
Gain on forgiveness of debt	(203,234)	-
Loss on disposal of assets	33,759	-

Minority interest in subsidiary	(164,387)	-
Stock issued for accrued compensation	-	365,469
Stock issued for settlement costs	135,133	-
Beneficial conversion feature	99,350	-
<b>Changes in operating assets and liabilities:</b>		
<b>(Increase) decrease in assets:</b>		
Accounts receivable	(356,198)	555,489
Other current assets	(1,829,243)	(162,173)
Other assets	-	(464,150)
<b>(Decrease) increase in liabilities:</b>		
Accounts payable and accrued expenses	(428,800)	(445,322)
<b>Net cash used in operating activities</b>	<b>(3,325,515)</b>	<b>(1,009,155)</b>
<b>Cash flows from investing activities:</b>		
Purchases of property and equipment	(372,594)	(90,172)
Sales of property and equipment	194,004	-
Purchases of certificates of deposit	(2,170,047)	-
Proceeds from sale of certificates of deposit	1,350,000	714,334
Increase in intangible assets - development costs	(66,855)	-
Proceeds from sale of minority interest of subsidiary	210,000	-
<b>Net cash (used in) provided by investing activities</b>	<b>(855,492)</b>	<b>624,162</b>
<b>Cash flows from financing activities:</b>		
Proceeds from sale of common stock	1,102,049	-
Proceeds from the exercise of stock options	1,215,575	655,135
Proceeds from loans	1,067,000	227,667
Proceeds from convertible debenture	1,200,000	—
Payments on capital lease obligations & loans	(198,874)	(85,393)
<b>Net cash provided by financing activities</b>	<b>4,385,750</b>	<b>797,409</b>
<b>Effect of exchange rate changes in cash</b>	<b>29,814</b>	<b>-</b>
<b>Net increase in cash &amp; cash equivalents</b>	<b>234,557</b>	<b>412,416</b>
<b>Cash and cash equivalents, beginning of period</b>	<b>214,490</b>	<b>86,914</b>
<b>Cash and cash equivalents, end of period</b>	<b>\$ 449,047</b>	<b>\$ 499,330</b>

See accompanying notes to consolidated financial statements.

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**NETSOL TECHNOLOGIES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**  
**(UNAUDITED)**

	For the Nine Months	
	Ended March 31,	
	2004	2003
<b>SUPPLEMENTAL DISCLOSURES:</b>		
Cash paid during the period for:		
Interest	\$ 75,690	\$ 58,779
Taxes	\$ 54,644	\$ 5,078
<b>NON-CASH INVESTING AND FINANCING ACTIVITIES:</b>		
Common stock issued for services and compensation	\$ -	\$ 352,859
Common stock issued for conversion of note payable	\$ 850,000	\$ -

Common stock issued for legal settlement	\$ 135,133	\$ -
Common stock issued for acquisition of product license	\$ 166,860	\$ -
Common stock issued for settlement of debt	\$ 209,200	\$ -

See accompanying notes to consolidated financial statements.

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## NETSOL TECHNOLOGIES, INC. AND SUBSIDIARIES

### NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

#### (1) BASIS OF PRESENTATION AND PRINCIPLES OF CONSOLIDATION

The Company designs, develops, markets, and exports proprietary software products to customers in the automobile finance and leasing, banking and financial services industries worldwide. The Company also provides consulting services in exchange for fees from customers.

The consolidated condensed interim financial statements included herein have been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures are adequate to make the information presented not misleading.

These statements reflect all adjustments, consisting of normal recurring adjustments, which, in the opinion of management, are necessary for fair presentation of the information contained therein. It is suggested that these consolidated condensed financial statements be read in conjunction with the financial statements and notes thereto included in the Company's annual report on Form 10-KSB for the year ended June 30, 2003. The Company follows the same accounting policies in preparation of interim reports. Results of operations for the interim periods are not indicative of annual results.

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries, NetSol Technologies (PVT), Ltd., NetSol (PVT), Limited, NetSolCONNECT (PVT), Ltd. (now, NetSol Akhtar Pvt. Ltd.), NetSol Abraxas Australia Pty Ltd., NetSol USA and NetSol Technologies UK, Ltd. All material inter-company accounts have been eliminated in consolidation.

For comparative purposes, prior year's consolidated financial statements have been reclassified to conform to report classifications of the current year.

#### (2) USE OF ESTIMATES:

The preparation of financial statements in conformity with generally accepted accounting principles in the United States, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### (3) NEW ACCOUNTING PRONOUNCEMENTS:

On May 15, 2003, the Financial Accounting Standards Board (FASB) issued FASB Statement No. 150 (FAS 150), Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity. FAS 150 changes the accounting for certain financial instruments that, under previous guidance, could be classified as equity or "mezzanine" equity, by now requiring those instruments to be classified as liabilities (or assets in some circumstances) in the statement of financial position. Further, FAS 150 requires disclosure regarding the terms of those instruments and settlement alternatives. FAS 150 affects an entity's classification of the following freestanding instruments: a) Mandatorily redeemable instruments b) Financial instruments to repurchase an entity's own equity instruments c) Financial instruments embodying obligations that the issuer must or could choose to settle by issuing a variable number of its shares or other equity instruments based solely on (i) a fixed monetary amount known at inception or (ii) something other than changes in its own equity instruments d) FAS 150 does not apply to features embedded in a financial instrument that is not a derivative in its entirety. The guidance in FAS 150 is generally effective for all financial instruments entered into or modified after May 31, 2003, and is otherwise effective at the beginning of the first interim period beginning after June 15, 2003. For private companies, mandatorily redeemable financial instruments are subject to the provisions of FAS 150 for the fiscal period beginning after December 15, 2003. The adoption of



SFAS No. 150 does not have a material impact on the Company's financial position or results of operations or cash flows.

In December 2003, the Financial Accounting Standards Board (FASB) issued a revised Interpretation No. 46, "Consolidation of Variable Interest Entities" (FIN 46R). FIN 46R addresses consolidation by business enterprises of variable interest entities and significantly changes the consolidation application of consolidation policies to variable interest entities and, thus improves comparability between enterprises engaged in similar activities when those activities are conducted through variable interest entities. The Company does not hold any variable interest entities.

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#### (4) NET LOSS PER SHARE:

Net loss per share is calculated in accordance with the Statement of financial accounting standards No. 128 (SFAS No. 128), "Earnings per share". Basic net loss per share is based upon the weighted average number of common shares outstanding. Diluted net loss per share is based on the assumption that all dilutive convertible shares and stock options were converted or exercised. Dilution is computed by applying the treasury stock method. Under this method, options and warrants are assumed to be exercised at the beginning of the period (or at the time of issuance, if later), and as if funds obtained thereby were used to purchase common stock at the average market price during the period.

Weighted average number of shares used to compute basic and diluted loss per share is the same in these financial statements since the effect of dilutive securities is anti-dilutive.

#### (5) FOREIGN CURRENCY:

The accounts of NetSol Technologies UK, Ltd. use the British Pound; NetSol Technologies, (PVT), Ltd, NetSol (Pvt), Limited and NetSol Connect PVT, Ltd. use Pakistan Rupees; NetSol Abraxas Australia Pty, Ltd. uses the Australian dollar as the functional currencies. NetSol Technologies, Inc., and subsidiary NetSol USA, Inc., both use the U.S. dollars as the functional currencies. Assets and liabilities are translated at the exchange rate on the balance sheet date, and operating results are translated at the average exchange rate throughout the period. Accumulated translation losses of \$11,500 at March 31, 2004 are classified as an item of accumulated other comprehensive loss in the stockholders' equity section of the consolidated balance sheet. During the nine month period ended March 31, 2004 and 2003, comprehensive loss in the consolidated statements of operation included translation loss of \$160,797 and \$267,622, respectively.

#### (6) OTHER CURRENT ASSETS

Other current assets consist of prepaid expenses, employee advances, security deposits, and other receivables. As of March 31, 2004 the balance in these accounts totaled \$1,310,285, of this amount \$1,004,144 was for prepaid expenses, which included directors and officers insurance and prepayments on the construction projects in Lahore, Pakistan.

#### (7) DEBTS

##### NOTES PAYABLE

Notes payable as of March 31, 2004 consist of the following:

Name	Balance at 3/31/04	Current Maturities	Long- Term Maturities
A. Cowler Settlement	162,535	59,400	103,135
H. Smith Settlement	124,871	124,871	—
Barclay's Settlement	16,598	16,598	—
Former employee - Settlement	37,300	18,000	19,300
D&O Insurance	167,000	167,000	—
First Ins. Funding	1,514	1,514	—
City National Bank (secured by CD)	50,000	50,000	—
Subsidiary notes payable	126,824	47,899	78,925
	<u>686,642</u>	<u>485,282</u>	<u>201,360</u>

On September 25, 2002 the Company signed a settlement agreement with Adrian Cowler ("Cowler") and Surrey Design Partnership Ltd. The Company agreed to pay Cowler 218,000 pound sterling or approximately \$320,460 USD including interest, which the Company has recorded as a note payable in the accompanying consolidated financial statements. The agreement calls for monthly payments of 3,000 until March 2004 and



then 4,000 per month until paid. As of June 30, 2003, the balance was \$185,424. During the nine months ended March 31, 2004, the Company paid 20,821 or \$46,677 and accrued \$23,788 in interest. As of March 31, 2004, the balance was \$162,535. Of this amount, \$59,400 has been classified as a current liability and \$103,135 as long-term liability in the accompanying financial statements.

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In November 2002, the Company signed a settlement agreement with Herbert Smith for 171,733 or approximately \$248,871, including interest, which the Company has recorded as a note payable in the accompanying consolidated financial statements. The Company agreed to pay \$10,000 upon signing of the agreement, \$4,000 per month for twelve months, and then \$6,000 per month until paid. The balance owing at June 30, 2003 was \$164,871. During the nine months ended March 31, 2004, the Company paid \$40,000. The balance owing at March 31, 2004 was \$124,871. The entire balance has been classified as current and is included in "Current maturities of notes and obligations under capitalized leases" in the accompanying financial statements.

In December 2001, as part of the winding up of Network Solutions Ltd. the Company, as the parent of Network Solutions Ltd., agreed to assume the note payable of one of the major creditors, Barclay's Bank PLC of 130,000 or \$188,500 USD. In November 2002, the parties entered into on a settlement agreement whereby the Company would pay 1,000 per month for twelve months and 2,000 per month thereafter until paid. The balance owing at June 30, 2003 was \$185,164. During the six months ended December 31, 2003, the Company paid 4,000 (\$6,920). The balance owing at December 31, 2003 was \$178,244. During the quarter ended March 31, 2004, the Company entered into a settlement agreement with Barclay's whereby Barclay's agreed to accept 69,000 or \$79,098 as payment in full. As a result the Company recorded a gain on the reduction of debt in the amount of \$99,146. As of March 31, 2004, 60,000 or \$62,500 has been paid with the balance of 9,000 or \$16,598 due by July 2, 2004.

In June 2002, the Company signed a settlement agreement with a former employee for payment of past services rendered. The Company agreed to pay the employee a total of \$75,000. The agreement calls for monthly payments of \$1,500 per month until paid. The balance owing at June 30, 2003 was \$53,300. During the nine months ended March 31, 2004 the Company paid \$16,000. The balance owing at March 31, 2004 was \$37,300, of this amount, \$18,000 has been classified as a current liability and \$19,300 as long-term in the accompanying financials statements.

In January 2004, the Company renewed its director and officer liability insurance for which the annual premium is \$167,000. In April 2004, the Company arranged financing with AFCO Credit Corporation with a down payment of \$50,100 with the balance to be paid in monthly installments.

As part of the purchase of Altvia in May 2003, the Company was required to pay \$45,000 as a note payable. During the six months ended December 31, 2003, the Company paid the entire balance of \$45,000

On August 20, 2003, the Company entered into a loan agreement with an accredited non-U.S. investor. Under the terms of the loan, the Company borrowed \$500,000 from the investor. The note has an interest rate of 8% per annum. The note was due on a date that is one hundred (120) days from the issuance date. In the event of default by the Company only, the principal of the note is convertible into shares of common stock at \$1.75 per share, and 100,000 warrants at the exercise price of \$3.25 which expire one year from the conversion date, and 100,000 warrants at an exercise price of \$5.00 per share which expire two years from the conversion date. As the conversion price per share was less than the 20-day average market value of the stock, the Company recorded an expense of \$96,207 for the beneficial conversion feature of the note. The convertible debenture was issued in reliance on an exemption available from registration under Regulation S of the Securities Act of 1933, as amended. On December 16, 2003, the note holder converted the note into 285,715 shares of the Company's common stock.

A former officer of NetSol USA loaned funds to the subsidiary totaling \$104,088. The loan was due-on-demand, carried no interest and was unsecured. This amount was written-off from the Company's books and a gain was recognized.

On December 24, 2003, the Company entered into a loan agreement with an accredited non-U.S. investor. Under the terms of the loan, the Company borrowed \$250,000 from the investor. The note has an interest rate of 6% per annum. The note is due six months from the issuance date. On January 1, 2004, the agreement was modified to include a conversion feature to the note. In the event of default by the Company only, the principal of the note is convertible into shares of common stock at \$1.85 per share, and 100,000 warrants at the exercise price of \$3.00 which expire one year from the conversion date, and 100,000 warrants at an exercise price of \$5.00 per share which expire six months from the conversion date. The convertible debenture was issued in reliance on an exemption available from registration under Regulation S of the Securities Act of 1933, as amended. As the conversion price per share is more the than 20-day average market price, no beneficial conversion feature expense will be recorded. During the quarter ended March 31, 2004, the loan was converted into 135,135 shares of the Company's common stock.

On December 17, 2003, the Company entered into a loan agreement with an accredited non-U.S. investor, Sovereign Holdings. Under the terms of the loan, the Company borrowed \$100,000 from the investor. The note has an interest rate of 6% per annum. The note is due on a date that is six months from the issuance date. In the event of default by the Company only, the note is convertible into shares of common stock at

\$1.95 per share, and 51,282 warrants at the exercise price of \$3.25 per share which expire one year from the conversion date. The note was issued in reliance on an exemption available from

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registration under Regulation S of the Securities Act of 1933, as amended. On March 24, 2004, the loan was converted into 51,282 shares of the Company's common stock.

On December 29, 2003, the Company opened a line of credit with its bank for \$50,000, secured by a \$50,000 certificate of deposit. The amount has been classified as current and is included in "Current maturities of notes and obligations under capitalized leases" in the accompanying financial statements.

In addition, the various subsidiaries had current notes payable of \$47,899 and long-term notes of \$78,925 as of March 31, 2004.

#### **BANK NOTE**

The Company's Pakistan subsidiary, NetSol Technologies (Private) Ltd., has three loans with a bank, secured by the Company's assets. These notes consist of the following as of March 31, 2004:

TYPE OF LOAN	MATURITY DATE	INTEREST RATE	BALANCE USD
Export Refinance	Every 6 months	3%	\$ 303,556
Term Loan	April 15, 2004	12%	7,806
Line of Credit	On Demand	8%	52,025
Total			\$ 363,387

#### **(8) STOCKHOLDERS' EQUITY:**

##### **REVERSE STOCK SPLIT**

On August 18, 2003, the Company effected a 1 for 5 reverse stock split for all the issued and outstanding shares of common stock. All historical share and per share amounts in the accompanying consolidated financial statements have been restated to reflect the 5:1 reverse stock split.

##### **EQUITY TRANSACTIONS**

In July 2003, the Company completed a private placement transaction. Maxim Group, LLC in New York acted as the placement agent for the transaction. The total funds raised were \$1,102,050 with approximately \$102,950 in placement fees and commissions reimbursed to the placement agent. The outside lawyers were paid \$40,000 to assist in preparing and filing the SB-2 registration statement for the selling shareholders in this transaction. The investors included 12 individual accredited investors with no prior ownership of the Company's common stock. A total of 1,026,824 shares of the Company's common stock were issued.

During the quarter ended September 30, 2003, the Company issued 152,000 shares of common stock for the exercise of stock options valued at \$208,250. The exercise price ranged from \$0.75 and \$1.25 per share. The Company also issued 40,000 shares valued at \$30,000 for the exercise of warrants.

During the quarter ended December 31, 2003, the Company issued 405,157 shares of common stock for the exercise of stock options valued at \$447,073. The exercise price ranged from \$0.75 and \$1.25 per share. The Company issued 200,000 shares valued at \$350,000 for the exercise of warrants. The convertible note payable of \$500,000 was converted into 285,715 shares of the Company's common stock (see Note 6). The Company issued 34,843 shares of its common stock valued at \$104,146 for legal settlement of litigation (see Note 9). In addition, the Company issued 41,700 shares of its common stock valued at \$115,968 or \$2.78 per share, to purchase the product license and software development of Pearl Treasury Systems (see Note 13).

During the quarter ended March 31, 2004, the Company issued 361,000 shares of common stock for the exercise of stock options valued at \$623,250; of this amount \$329,525 is receivable from several employees. Subsequent to closing of the March quarter, these payments were being received from several employees who exercised these options from different subsidiaries. The exercise price ranged from \$1.25 and \$2.50 per share. The Company issued 150,000 shares valued at \$107,500 for the exercise of warrants. Two convertible notes payable of \$350,000 was converted into 186,417 shares of the

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Company's common stock (see Note 6). The Company issued an additional 10,352 shares of its common stock valued at \$30,952 for legal settlement of litigation (see Note 9). The Company issued 100,000 shares of its common stock as part of the original acquisition agreement with Altvia for sales milestones achieved. A total of 123,350 shares of the Company's common stock, valued at \$209,200, were issued to three investors as reimbursement for debts of the Company paid by the investors.

### STOCK SUBSCRIPTION RECEIVABLE

Stock subscription receivable represents stock options exercised and issued that the Company has not yet received the payment from the purchaser as they were in processing when the quarter ended.

The balance at June 30, 2003 was \$84,900, of this \$41,250 was received in the quarter ended September 30, 2003.

In the quarter ended December 31, 2003, four officers of the Company had exercised options with receivables valued at \$220,973. Interest is being accrued on these loans at 6% per annum. During the current quarter, \$20,000 of these receivables was converted to compensation to pay the officer for accrued salary and one officer increased his loan by \$25,000. In addition, \$9,975 of loan payable to one of the officers was applied against his receivable. The net stock subscription receivable due from officers at March 31, 2004 was \$215,998.

During the current quarter, four employees exercised options near the end of the quarter, totally \$334,500. As of April 8, 2004, funds were received from one employee while others were in processing.

### COMMON STOCK PURCHASE WARRANTS AND OPTIONS

From time to time, the Company issues options and warrants as incentives to employees, officers and directors, as well as to non-employees.

Common stock purchase options and warrants consisted of the following during the nine months ended March 31, 2004:

	Options and Warrants	Exercise Price
Outstanding and exercisable, June 30, 2003	2,152,898	\$0.75 to \$5.00
Granted	1,525,000	\$1.25 to \$5.00
Exercised	(1,308,157)	\$0.75 to \$2.50
Outstanding and exercisable, March 31, 2004	<u>2,369,741</u>	

During the current quarter, 970,000 options were granted to employees and officers of the company and are fully vested and expire ten years from the date of grant unless the employee terminates employment, in which case the options expire within 30 days of their termination. In addition, on March 26, 2004, 250,000 option shares were granted to the members of the Board of Directors. These options vest over a period of two years. The fair-market value of these shares will be amortized and recorded as compensation expense over the vesting period.

### (9) INTANGIBLE ASSETS:

Intangible assets consist of product licenses, renewals, enhancements, copyrights, trademarks, trade names, customer lists and goodwill. The Company evaluates intangible assets, goodwill and other long-lived assets for impairment, at least on an annual basis and whenever events or changes in circumstances indicate that the carrying value may not be recoverable from its estimated future cash flows. Recoverability of intangible assets, other long-lived assets and goodwill is measured by comparing their net book value to the related projected undiscounted cash flows from these assets, considering a number of factors including past operating results, budgets, economic projections, market trends and product development cycles. If the net book value of the asset exceeds the related undiscounted cash flows, the asset is considered impaired, and a second test is performed to measure the amount of impairment loss. Potential impairment of goodwill after July 1, 2002 has been evaluated in accordance with SFAS No. 142. The SFAS No. 142 is applicable to the financial statements of the Company beginning July 1, 2002.

As part of intangible assets, the Company capitalizes certain computer software development costs in accordance with SFAS No. 86, "Accounting for the Costs of Computer Software to be Sold, Leased, or Otherwise Marketed." Costs incurred internally to create a computer software product or to develop an enhancement to an existing product are charged to expense

when incurred as research and development expense until technological feasibility for the respective product is established. Thereafter, all software development costs are capitalized and reported at the lower of unamortized cost or net realizable value. Capitalization ceases when the product or enhancement is available for general release to customers.

The Company makes on-going evaluations of the recoverability of its capitalized software projects by comparing the amount capitalized for each product to the estimated net realizable value of the product. If such evaluations indicate that the unamortized software development costs exceed the net realizable value, the Company writes off the amount by which the unamortized software development costs exceed net realizable value. Capitalized and purchased computer software development costs are being amortized ratably based on the projected revenue associated with the related software or on a straight-line basis over three years, whichever method results in a higher level of amortization.

Intangible assets consist of the following as of March 31, 2004:

	Product Licenses	Customer Lists	Goodwill	Total
Intangible asset - June 30, 2003	\$ 4,894,838	\$ 1,977,877	\$ 2,153,311	\$ 9,026,026
Additions during the nine months	233,715	—	—	233,715
Effect of translation adjustment	4,036			4,036
Accumulated amortization	(2,862,342)	(1,257,392)	(1,106,386)	(5,226,120)
<b>Net balance - March 31, 2004</b>	<b>\$ 2,270,247</b>	<b>\$ 720,485</b>	<b>\$ 1,046,925</b>	<b>\$ 4,037,657</b>
Amortization expense:				
Quarter ended March 31, 2004	\$ 189,725	\$ 78,916	\$ 107,666	\$ 376,307
Quarter ended March 31, 2003	\$ 170,031	\$ 77,417	\$ 97,500	\$ 344,948

#### (10) LITIGATION:

On March 3, 2004, Uecker and Associates, Inc. as the assignee for the benefit of the creditors of PGC SYSTEMS, INC. f.k.a. Portera Systems Inc. filed a request for arbitration demanding payment from the Company for the amounts due under the agreement in the amount of \$175,700. On March 31, 2004, the Company filed an Answering Statement to the Request of Uecker & Associates denying each and every allegation contained in the Claim filed by Uecker & Associates and stating NetSol's affirmative defenses. There was an administrative conference scheduled with the case manager of the American Arbitration Association on March 17, 2004. The parties have selected an arbitrator and an initial evaluation conference is being scheduled. The Company intends to vigorously defend itself in this matter and reach a favorable resolution.

#### (11) GOING CONCERN:

The Company's consolidated financial statements are prepared using the accounting principles generally accepted in the United States of America applicable to a going concern, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. As of March 31, 2004, the Company had an accumulated deficit of \$30,243,330. Without realization of additional capital, it would be unlikely for the Company to continue as a going concern. This factor raises substantial doubt about the Company's ability to continue as a going concern.

Management recognizes that the Company must generate additional resources to enable it to continue operations.

Management has closed down its loss generating UK entities, disposed of its German subsidiary, and is continually evaluating cost cutting measures at every entity level. Additionally, management's plans also include the sale of additional equity securities and debt financing from related parties and outside third parties. However, no assurance can be given that the Company will be successful in raising additional capital. Further, there can be no assurance, assuming the Company successfully raises additional equity, that the Company will achieve profitability or positive cash flow. If management is unable to raise additional capital and expected significant revenues do not result in positive cash flow, the Company will not be able to meet its obligations and may have to cease operations.

## (12) SEGMENT INFORMATION

The following table presents a summary of operating information and certain year-end balance sheet information for the nine months ended March 31:

	2004	2003
<b>Revenues from unaffiliated customers:</b>		
North America	\$ 481,868	\$ 339,601
International	3,399,863	2,174,313
Consolidated	<u>\$ 3,881,731</u>	<u>\$ 2,513,914</u>
<b>Operating income (loss):</b>		
North America	\$ (2,572,800)	\$ (1,889,711)
International	657,499	(208,049)
Consolidated	<u>\$ (1,915,301)</u>	<u>\$ (2,097,760)</u>
<b>Identifiable assets:</b>		
North America	\$ 5,285,748	\$ 4,830,663
International	5,819,100	4,117,771
Consolidated	<u>\$ 11,104,848</u>	<u>\$ 8,948,434</u>
<b>Depreciation and amortization:</b>		
North America	\$ 1,119,789	\$ 1,086,631
International	106,391	254,208
Consolidated	<u>\$ 1,226,180</u>	<u>\$ 1,340,839</u>
<b>Capital expenditures:</b>		
North America	\$ 48,660	\$ -
International	323,934	90,172
Consolidated	<u>\$ 372,594</u>	<u>\$ 90,172</u>

## (13) MINORITY INTEREST IN SUBSIDIARY

In August 2003, the Company entered into an agreement with United Kingdom based Akhtar Group PLC ("Akhtar"). Under the terms of the agreement, Akhtar Group acquired 49.9 percent of the Company's subsidiary; Pakistan based Netsol Connect PVT Ltd. ("NC"), an Internet service provider ("ISP"), in Pakistan through the issuance of additional NC shares. As part of this Agreement, NC changed its name to NetSol Akhtar. The new partnership with Akhtar Computers is designed to rollout connectivity and wireless services to the Pakistani national market. On signing of this Agreement, the Shareholders agreed to make the following investment in the Company against issuance of shares of NC.

Akhtar	US\$ 200,000
The Company	US\$ 50,000

During the quarter ended September 30, 2003, NC received the funds and a minority interest of \$200,000 was recorded for Akhtar's portion of the subsidiary. During the quarter ended December 31, 2003, Akhtar paid an additional \$10,000 to the Company for this purchase. For the nine months ended March 31, 2004, the subsidiary had net losses of \$470,953, of which \$164,387 was recorded against the minority interest. The balance of the minority interest at March 31, 2004 was \$45,613.

Per the agreement, it was envisaged that NC would require a maximum \$500,000 for expansion of its

business. Akhtar was to meet the initial financial requirements of the Company until November 1, 2003. As of March 31, both NetSol and Akhtar had injected the majority of their committed cash to meet the expansion requirement of the company.

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#### **(14) PURCHASE OF PEARL TREASURY SYSTEM, LTD.**

On October 14, 2003, the Company announced the execution of an agreement to acquire the Pearl Treasury System Ltd, a United Kingdom company ("Pearl"). This acquisition requires the Company to issue up to 60,000 shares of common stock to the shareholders of Pearl Treasury System, Ltd. The shares used to acquire this asset were issued in reliance on an exemption available from registration under Regulation S of the Securities Act of 1933, as amended. The financial statements of Pearl are insignificant to the consolidated financials, and therefore, have not been presented. On December 16, 2003, the initial shares of 41,700, valued at \$115,968 due at the signing of the agreement were issued by the Company. The remaining 18,300 shares are to be issued upon the completion of the software delivery warranties valued at \$50,892 and are reflected as "Shares to be issued" on the accompanying financial statements. As of the date of this report, the conditions to issue the shares have not been met. The total acquisition value of \$166,860 has been recorded as an intangible asset and is included in "product licenses" on the accompanying financial statements.

#### **(15) STOCK OPTIONS GRANTED**

In December 2002, the FASB issued SFAS No. 148 "Accounting for Stock Based Compensation-Transition and Disclosure". SFAS No. 148 amends SFAS No. 123, "Accounting for Stock Based Compensation", to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, this Statement amends the disclosure requirements of Statement 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used, on reported results. The Statement is effective for the Company's interim reporting period ending January 31, 2003.

In compliance with FAS No. 148, the Company has elected to continue to follow the intrinsic value method in accounting for its stock-based employee compensation plan as defined by APB No. 25 and has made the applicable disclosures below.

Had the Company determined employee stock based compensation cost based on a fair value model at the grant date for its stock options under SFAS 123, the Company's net earnings per share would have been adjusted to the pro forma amounts for the nine months ended March 31, 2004 as follows:

Net loss - as reported	\$ (1,838,075)
Stock-based employee compensation expense, included in reported net loss, net of tax	—
Total stock-based employee compensation expense determined under fair-value-based method for all rewards, net of tax	(2,226,360)
Pro forma net loss	\$ (4,064,435)
<b>Earnings per share:</b>	
Basic and diluted, as reported	(0.22)
Basic and diluted, pro forma	(0.49)

#### **(16) CONVERTIBLE DEBENTURE**

On March 24, 2004, the Company entered into an agreement with several investors for a Series A Convertible Debenture (the "Bridge Loan") whereby a total of \$1,200,000 in debentures was procured through Maxim Group, LLC. The Company received a net of \$1,049,946 after placement expenses. In addition, the beneficial conversion feature of the debenture was valued at \$300,000. The Company has recorded this as a contra-account against the loan balance and is amortizing the beneficial conversion feature over the life of the loan. The net balance at March 31, 2004, is \$900,000.

Under the terms of the Bridge Loan agreements, and supplements thereto, the debentures bear interest at the rate of 10% per annum, payable on a quarterly basis in common stock or cash at the election of the Company. The maturity date is 24 months from the date of signing, or March 26, 2006. The debentures are to be converted at the rate of \$1.86 and are automatically converted on the closing of at least \$2,200,000 in additional financing (the "Qualified Financing"), inclusive of the Bridge Loan.

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## (17) RAABTA ONLINE ACQUISITION

During the quarter ended March 31, 2004, the Company's subsidiary, NetSolCONNECT, purchased Raabta Online, a Pakistani company, for a cash price of 10,000,000 rupees or \$173,500 representing 100% of the value of Raabta. This acquisition is expected to provide the Company with an established customer base and strong technical expertise. The purchase price has been allocated to property and equipment of the acquired entity. The financial statements of Raabta are insignificant to the consolidated financials, and therefore, have not been presented.

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## PART II

### INFORMATION NOT REQUIRED IN PROSPECTUS

#### Indemnification of Directors and Officers

We are required by our Bylaws and Certificate of Incorporation to indemnify, to the fullest extent permitted by law, each person that we are permitted to indemnify. Our Bylaws do not indemnify such parties to the fullest extent permitted by Nevada law.

Nevada corporation law permits us to indemnify our directors, officers, employees, or agents against expenses, including attorneys fees, judgments, fines and amounts paid in settlements actually and reasonably incurred in relation to any action, suit, or proceeding brought by third parties because they are or were directors, officers, employees, or agents of the corporation. In order to be eligible for such indemnification, however, our directors, officers, employees, or agents must have acted in good faith and in a manner they reasonably believed to be in, or not opposed to, our best interests. In addition, with respect to any criminal action or proceeding, the officer, director, employee, or agent must have had no reason to believe that the conduct in question was unlawful.

In derivative actions, we may only indemnify our officers, directors, employees, and agents against expenses actually and reasonably incurred in connection with the defense or settlement of a suit, and only if they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, our best interests. Indemnification is not permitted in the event that the director, officer, employee, or agent is actually adjudged liable to the corporation unless, and only to the extent that, the court in which the action was brought so determines.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to our controlling directors, officers, or persons pursuant to the foregoing provisions, we have been informed that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Act and is therefore unenforceable.

#### Expenses of Issuance and Distribution

The following is an estimate of the expenses that we expect to incur in connection with this registration. We will pay all of these expenses, and the selling stockholders will not pay any of them.

SEC Registration fee	\$ 261.14
Printing and engraving expenses	\$ 300.00*
Legal fees and expenses	\$1,500.00*
Accounting fees and expenses	\$ 0.00*
Miscellaneous	\$ 0.00*
	<hr/>
Total	\$2,061.14*
	<hr/>

\* Estimate, and subject to future contingencies.

#### Recent Sale of Unregistered Securities

In May 2003, Peter J. Jegou was granted warrants to acquire 20,000 shares of common stock of NetSol Technologies at the price of \$1.75 per



share until May 31, 2004 and warrants to acquire 20,000 shares of common stock at the exercise price of \$3.75 per share until May 31, 2004. These warrants were granted to Mr. Jegou as compensation under the terms of a consulting agreement with NetSol. Mr. Jegou also holds 19,485 shares of common stock, which he acquired, in the July private placement of NetSol stock. NetSol relied on an exemption available under Regulation D of the Securities Act in providing him with these shares and warrants.

In August 2003 Mr. Hugh Duddy was issued options to acquire 160,000 shares of NetSol Technologies, Inc. stock through as compensation for consulting services provided by Mr. Duddy. Mr. Duddy's options entitle him to acquire up to 40,000 shares of common stock at the exercise price of \$1.00 per share; 40,000 shares of common stock at the exercise price of \$2.50 per share; 40,000 shares at the exercise price of \$3.75 per share; and 40,000 shares at the exercise price of \$5.00 per share. Each option may be exercised from the date of grant until November 14, 2007 or as otherwise limited by NetSol's nonstatutory stock option plan.

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In February 2003, DCD Holdings Ltd., a UK investment company, signed an agreement to acquire 1,350,000 Rule 144 restricted shares of NetSol Technologies, Inc., in a private placement. The agreement also includes warrants for underlying shares of restricted Rule 144 stock totaling 2,750,000 with an average price of \$0.625. NetSol immediately received approximately \$260,000. The shares were issued in reliance on an exemption from registration available under Regulation S of the Securities Act of 1933.

In an offering closing prior to the reverse stock split in August 2003, we sold 809,999, post-reverse split, shares of restricted common stock to 12 accredited investors for total consideration of \$1,215,000 in reliance on an exemption from registration available under Rule 506 of Regulation D of the Securities Act of 1933, as amended. This offering originally provided units consisting of shares of common stock and warrants to acquire common stock but was amended to adjust the number of shares consistent with NASDAQ compliance requirements. As part of the placement agent agreement with Maxim Group LLC, we issued warrants to purchase 81,000 shares of common stock to Maxim Partners, nominee of Maxim Group.

On August 20, 2003, we entered into a loan agreement with an accredited non-U.S. investor. Under the terms of the loan, we borrowed \$500,000 from the investor. The note has an interest rate of 8% per annum. The note is due on a date that is one hundred (120) days from the issuance date. In the event of default by us only, the note is convertible into shares of common stock at \$1.75 per share, and 100,000 warrants at the exercise price of \$3.25 which expire one year from the conversion date, and 100,000 warrants at an exercise price of \$5.00 per share which expire two years from the conversion date. The note was issued in reliance on an exemption available from registration under Regulation S of the Securities Act of 1933, as amended.

On October 14, 2003, we announced the execution of an agreement to acquire Pearl Treasury System Ltd, a United Kingdom company. This acquisition requires us to issue up to 60,000 shares of common stock to the shareholders of Pearl Treasury System, Ltd. The shares used to acquire this asset were issued in reliance on an exemption available from registration under Regulation S of the Securities Act of 1933, as amended.

On December 16, 2003, we issued 34,843 shares, valued at \$100,000, to ACB, Ltd., formerly Arab Commerce Bank, as part of a settlement of an action instituted by ACB Ltd. against NetSol. The shares were issued in reliance on an exemption available from registration under Regulation S of the Securities Act of 1933, as amended.

On December 17, 2003, NetSol entered into a loan agreement with an accredited non-U.S. investor, Noon Group. Under the terms of the loan, NetSol borrowed \$100,000 from the investor. The note has an interest rate of 6% per annum. The note is due on a date that is six months from the issuance date. In the event of default by NetSol only, the note is convertible into shares of common stock at \$1.95 per share, and 51,282 warrants at the exercise price of \$3.25 per share which expire one year from the conversion date. The note was issued in reliance on an exemption available from registration under Regulation S of the Securities Act of 1933, as amended. On March 24, 2004, the loan was converted into 51,282 shares of NetSol's common stock.

On December 24, 2003, NetSol entered into a loan agreement with an accredited non-U.S. investor, Akhtar Group. Under the terms of the loan, NetSol borrowed \$250,000 from the investor. The note has an interest rate of 6% per annum. The note is due on a date that is one hundred and twenty (120) days from the issuance date. In the event of default by NetSol only, the note is convertible into shares of common stock at \$1.85 per share, and 135,135 warrants at the exercise price of \$3.00 per share which expire six months from the conversion date. The note was issued in reliance on an exemption available from registration under Regulation S of the Securities Act of 1933, as amended. Effective March 8, 2004, the loan was converted into 135,135 shares of NetSol's common stock.

On February 6, 2004, NetSol issued an additional 10,352 shares valued at \$35,135 for interest to ACB (formerly Arab Commerce Bank) pursuant to the terms of the legal settlement dated November 3, 2003. These shares were issued as part of the settlement agreement with Arab Commerce Bank and NetSol and were issued in reliance on an exemption available from registration under Regulation S of the Securities Act of 1933, as amended.

On March 26, 2004, NetSol issued debentures to 23 accredited investors in a principal amount of one million two hundred thousand dollars (\$1,200,000). The debentures mature two years from the date of the debenture, or March 26, 2006 and bear interest at the rate of 10% per annum payable in common stock or cash at NetSol's option, on a quarterly basis. Pursuant to the terms of a supplement between NetSol and the debenture holders, the conversion rate was set at one share for each \$1.86 of principal. As part of that amendment, each debenture holder is entitled to receive, at conversion, warrants to purchase up to 50% of the shares issuable to the debenture holders at conversion at the exercise price of \$3.30 per share. These warrants expire in June 2009. These debentures and warrants were issued in reliance on an exemption from registration available under Regulation D of the Securities Act of 1933, as amended.

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On May 20, 2004, NetSol issued 386,362 shares of common stock and warrants to acquire up to 193,182 shares of common stock at the exercise price of \$3.30 per share to 9 accredited investors. These shares and warrants were issued in reliance on an exemption from registration available under Regulation D of the Securities Act of 1933, as amended.



Certain sales milestones were achieved for the NetSol Altvia subsidiary during the current quarter. NetSol issued 100,000 shares to Altvia as agreed in the acquisition agreement. These shares were issued in reliance on an exemption available under Regulation D of the Securities Act of 1933, as amended.

During the quarter, a total of 123,350 shares of NetSol's common stock, valued at \$209,200, were issued to three investors as reimbursement for debts of NetSol paid by the investors. These shares were issued in reliance on an exemption available under Regulation S of the Securities Act of 1933, as amended.

#### Exhibits and Financial Statement Schedules

(a) Exhibits

- 3.1 Articles of Incorporation of Mirage Holdings, Inc., a Nevada corporation, dated March 18, 1997, incorporated by reference as Exhibit 3.1 to NetSol's Registration Statement No. 333-28861 filed on Form SB-2 filed June 10, 1997.
  - 3.2 Amendment to Articles of Incorporation dated May 21, 1999, incorporated by reference as Exhibit 3.2 to NetSol's Annual Report for the fiscal year ended June 30, 1999 on Form 10K-SB filed September 28, 1999.
  - 3.3 Amendment to the Articles of Incorporation of NetSol International, Inc. dated March 20, 2002 incorporated by reference as Exhibit 3.3 to NetSol's Annual Report on Form 10-KSB/A filed on February 2, 2001.
  - 3.4 Amendment to the Articles of Incorporation of NetSol Technologies, Inc. dated August 20, 2003 filed as Exhibit A to NetSol's Definitive Proxy Statement filed June 27, 2003.
  - 3.5 Bylaws of Mirage Holdings, Inc., as amended and restated as of November 28, 2000 incorporated by reference as Exhibit 3.3 to NetSol's Annual Report for the fiscal year ending in June 30, 2000 on Form 10K-SB/A filed on February 2, 2001.
  - 3.6 Amendment to the Bylaws of NetSol Technologies, Inc. dated February 16, 2002 incorporated by reference as Exhibit 3.5 to NetSol's Registration Statement filed on Form S-8 filed on March 27, 2002.
  - 4.1 Form of Common Stock Certificate. \*
  - 4.2 Form of Warrant. \*
  - 5.1 Opinion of Malea Farsai, counsel to NetSol, as to the legality of the securities being registered.(1)
  - 10.1 Lease Agreement for Calabasas executive offices dated December 3, 2003 incorporated by reference as Exhibit 99.1 to NetSol's Current Report filed on Form 8-K filed on December 24, 2003.
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- 10.2 Company Stock Option Plan dated May 18, 1999 incorporated by reference as Exhibit 10.2 to the Company's Annual Report for the Fiscal Year Ended June 30, 1999 on Form 10K-SB filed September 28, 1999.
  - 10.3 Company Stock Option Plan dated April 1, 1997 incorporated by reference as Exhibit 10.5 to NetSol's Registration Statement No. 333-28861 on Form SB-2 filed June 10, 1997.
  - 10.4 Company 2003 Incentive and Nonstatutory incorporated by reference as Exhibit 99.1 to NetSol's Definitive Proxy Statement filed February 6, 2004.
  - 10.5 Employment Agreement, dated January 1, 2004, by and between NetSol Technologies, Inc. and Naeem Ghauri incorporated by reference as Exhibit 10.1 to NetSol's Quarterly Report for the Quarter ended March 31, 2004 on Form 10Q-SB filed on May 12, 2004.
  - 10.6 Employment Agreement, dated January 1, 2004, by and between NetSol Technologies, Inc. and Najeeb Ghauri incorporated by reference as Exhibit 10.2 to NetSol's Quarterly Report for the Quarter ended March 31, 2004 on Form 10Q-SB filed on May 12, 2004.
  - 10.7 Employment Agreement, dated January 1, 2004, by and between NetSol Technologies, Inc. and Salim Ghauri incorporated by reference as Exhibit 10.3 to NetSol's Quarterly Report for the Quarter ended March 31, 2004 on Form 10Q-SB filed on May 12, 2004.
  - 10.8 Company 2001 Stock Options Plan dated March 27, 2002 incorporated by reference as Exhibit 5.1 to NetSol's Registration Statement on Form S-8 filed on March 27, 2002.
  - 10.9 Consulting Contract, dated September 1, 1999 by and between Irfan Mustafa and NetSol International, Inc. incorporated by reference as Exhibit 10.10 to NetSol's Annual Report for the Fiscal Year Ended June 30, 2000 on Form 10K-SB filed on October 15, 2000.
  - 10.10 Sublease Agreement between RPMC, Inc. and NetSol Technologies, Inc. dated September 20, 2002 incorporated by reference as Exhibit 10.11 to NetSol's Annual Report for the Fiscal Year Ended June 30, 2002 on Form 10K-SB filed on October 15, 2002.

10.11 Lease Agreement between Century National Insurance Company and NetSol Technologies, Inc. dated December 15, 2003 incorporated by reference as Exhibit 99.1 to Form 8-K filed on December 24, 2003.

10.12 Lease Agreement between Batera Properties V, LLC and NetSol USA, Inc. dated June 15, 2004. (1)

21.1 A list of all subsidiaries of NetSol \*

23.1 Consent of Kabani & Company (1)

23.2 Consent of Malea Farsai, Esq.(1)

(1) filed herewith

\* previously filed

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## Undertakings

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which it offers or sells securities, a post-effective amendment to this registration statement to:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933.

(ii) To reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the registration statement; and notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in the volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any additional or changed material information on the plan of distribution.

(2) For purposes of determining liability under the Securities Act, to treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering.

(3) To file a post-effective amendment to remove from registration any of the securities that remains unsold at the end of the offering.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form SB-2 and has duly caused this amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Calabasas, State of California on July 21, 2004.

NETSOL TECHNOLOGIES, INC.

By: /s/ Naeem Ghauri

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Naeem Ghauri, Chief Executive Officer

## POWER OF ATTORNEY

**KNOW ALL PERSONS BY THESE PRESENTS**, that each of the undersigned hereby constitutes and appoints Naeem Ghauri, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and on his behalf to sign, execute and file this registration statement and any or all amendments (including, without limitation, post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and any and all documents required to be filed with respect therewith, with the Securities and

Exchange Commission or any regulatory authority, granting unto such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises in order to effectuate the same as fully to all intents and purposes as he might or could do if personally present, hereby ratifying and confirming all that such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

<u>Name and Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Naeem Ghauri</u>	Director and Chief Executive Officer	July 21, 2004
<u>/s/ Najeeb U. Ghauri</u>	Director, Chairman, Secretary and Chief Financial Officer	July 21, 2004
<u>/s/ Irfan Mustafa</u>	Director	July 21, 2004
<u>/s/ Salim Ghauri</u>	Director and President	July 21, 2004
<u>/s/ James Moody</u>	Director	July 21, 2004
<u>/s/ Eugen Beckert</u>	Director	July 21, 2004
<u>/s/ Shahid Javed Burki</u>	Director	July 21, 2004
<u>/s/ Shabir Randeree</u>	Director	July 21, 2004

July 21, 2004

United States Securities and Exchange Commission  
450 5th Street, N.W.  
Washington, D.C. 20549-0405

Re: Netsol Technologies, Inc.

Ladies and Gentlemen:

The undersigned represents Netsol Technologies, Inc., a Nevada Corporation (the "Registrant") in connection with the Registrant's Registration Statement on Form SB-2 under the Securities Act of 1933 (the "Registration Statement"), which relates to the sale of 1,717,026 shares of the Registrant's Common Stock (the "Shares" or the "Registrant Securities") to certain beneficial owners of the Company's shares. In connection with this representation, I have examined such documents and undertaken such further inquiry as I consider necessary for rendering the opinion hereinafter set forth.

Based upon the foregoing, it is my opinion that the Registered Securities, when sold as set forth in the Registration Statement, will be legally issued, fully paid and nonassessable.

I acknowledge that I am referred to under the heading "Legal Matters" in the prospectus which is part of the Registration Statement, and hereby consent to such use of my name in such Registration Statement and to the filing of this opinion as Exhibit 5 to the Registration Statement and with such regulatory agencies in such states as may require such filing in connection with the registration of the Registered Securities of offer and sale in such states.

MALEA FARSAI, GENERAL COUNSEL  
NETSOL TECHNOLOGIES, INC.

444 NORTH FREDERICK AVENUE  
OFFICE BUILDING LEASE

THIS AGREEMENT OF LEASE is made this \_\_\_\_ day of June, 2004 by and between BUTERA PROPERTIES V, LLC, hereinafter called Landlord, and NETSOL USA, INC., a Nevada corporation, hereinafter called Tenant. WITNESSETH:

ARTICLE 1 - BASIC LEASE PROVISIONS

- 1.1 PREMISES: Suite 306
- 1.2 RENTABLE AREA PREMISES: 1,380 square feet
- 1.3 BUILDING: 444 North Frederick Avenue, Gaithersburg, MD 20877
- 1.4 PERMITTED USE: Office
- 1.5 LEASE COMMENCEMENT DATE: July 1, 2004
- 1.6 EXPIRATION DATE: June 30, 2007
- 1.7 LEASE TERM: Three (3) years
- 1.8 EARLY LEASE TERMINATION: Tenant has the right to exercise an early termination clause at any point in the lease term after the eighteenth (18 ) month subject to restrictions and penalty (Section 4.5).
- 1.9 Base Rent Schedule:

LEASE YEAR	ANNUAL RENT	MONTHLY RENT
1	\$30,360.00	\$2,530.00
2	\$31,270.80	\$2,605.90
3	\$32,208.92	\$2,684.08

- 1.10 SECURITY DEPOSIT: \$2,530.00
- 1.11 TENANT'S PRO RATA SHARE: 2.0 %
- 1.12 REAL ESTATE TAX BASE YEAR: 2004
- 1.13 OPERATING EXPENSE BASE YEAR: 2004
- 1.14 REAL ESTATE BROKERS:

Landlord: Matan Realty, LLLP  
4600 Wedgewood Blvd. Suite A  
Frederick, MD 21703

Tenant: CB Richard Ellis  
7200 Wisconsin Avenue Suite 950  
Bethesda, MD 20814

- 1.15 ADDRESS FOR NOTICES:

Landlord: c/o Matan Property Management, Inc.  
4600 Wedgewood Boulevard, Suite A  
Frederick, Maryland 21703

Tenant: NetSol USA, Inc..  
Suite 306  
444 North Frederick Avenue  
Gaithersburg, MD 20877

Prior to Occupancy: 15200 Shady Grove Rd Suite 350  
Rockville, MD 20850

1.16 RENT CHECKS PAYABLE TO:

Butera Properties V, LLC  
C/o Bank of America  
P.O. Box 631840  
Baltimore, MD 21263-1840

1.17 SECURITY ACCESS CARDS ISSUED: 5

1.18 PARKING SPACE ALLOCATION:

Unreserved: 5

1.19 GUARANTOR: None

ARTICLE 2 - PREMISES

2.1 PREMISES: In consideration of the rent hereinafter reserved and of the covenant hereinafter contained, Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, the Suite described in Section y1.1 and containing the rentable square footage set forth in Section 1.2, of the building located at the address contained in Section y1.3 which space is hereinafter referred to as the "Premises." The foregoing approximation of square footage shall in no way affect the basic annual rent hereunder should any variance be found to exist between the approximation and the actual square footage. The Premises are identified on Exhibit A, which is attached hereto and incorporated herein for all purposes. The lease of the Premises includes the right, together with other tenants of the Building and members of the public, to use the common areas of the Building, but includes no other rights not specifically set forth herein. Landlord reserves the right, subject to Tenant's right to quiet enjoyment of the Premises, to modify the size, location, arrangement, finish and other features of the common areas of the Building; provided, however, that Landlord shall not unreasonably impede or interfere with Tenant's access to the Premises.

2.2 QUIET ENJOYMENT: If Tenant pays all the rent herein reserved and performs and observes all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed hereunder, Tenant shall, during the Term, peaceably and quietly have, hold and enjoy the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease.

ARTICLE 3 - PERMITTED USE

3.1 Tenant shall use and occupy the Premises solely for the use specified in Section y1.4 and only in accordance with the uses permitted under applicable zoning and other municipal regulations and for no other purpose whatsoever. Tenant will not use or occupy the Premises for any disorderly, unlawful or extra hazardous purposes, or for any purpose that will constitute waste, nuisance or annoyance to Landlord or other tenants of the Building, or for any purpose prohibited in the rules and regulations promulgated by Landlord. Tenant acknowledges that a use which on a regular basis attracts a large number of people would cause annoyance to Landlord and other tenants of the Building. Tenant agrees, at Tenant's expense, with regard to its use and occupancy of the Premises, to comply with all present and future laws, ordinances, regulations and orders of the United States of America, the state in which the Premises are located and any other public or quasi-public authority having jurisdiction over the Building.

ARTICLE 4 - TERM

4.1 The Commencement Date and Term are set forth in Sections y1.5 and y1.7 respectively. If Landlord is unable to give possession of the Premises on the Commencement Date by reason of the holding over or retention of possession of any tenant or occupant, or if repairs, improvements or decorations of the Premises, or of the Building of which the Premises form a part, are not completed, or for any other reason, this Lease shall not be void or voidable and Landlord shall not be subject to any liability for the failure to give possession on the Commencement Date. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the possession of the Premises is delivered to Tenant by Landlord, and no such failure to deliver

possession on the Commencement Date shall in any other respect affect the validity of this Lease or the obligations of Tenant hereunder (other than the payment of rent), nor shall same be construed in any way to extend the Lease Term. If permission is given to Tenant to possess the Premises or to occupy premises other than the Premises prior to the Commencement Date, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease. Notwithstanding the foregoing, in the event that Landlord fails to deliver the Premises to Tenant within sixty (60) days of the Commencement Date, Tenant shall have the right to terminate this Lease by written notice to Landlord, and Landlord shall immediately return to Tenant the Security Deposit and any advanced or pre-paid rent.

4.2 Promptly after the Lease Commencement Date is ascertained and again upon delivery of Possession of the Premises, Landlord and Tenant shall execute a certificate substantially in the form of Exhibit B hereto and incorporated herein for all purposes affirming the Lease Commencement Date and the Lease Expiration Date.

4.3 **HOLDOVER:** This Lease shall terminate on the Lease Expiration Date pursuant to the terms of this Lease without the necessity of notice from either Landlord or Tenant. Any holding over by Tenant after the Lease Expiration Date without Landlord's written consent shall be an unlawful detainer and Tenant shall be subject to immediate eviction. During such hold over, all the terms and conditions set forth in this Lease shall apply except that Tenant shall pay to Landlord basic annual rent equal to double the basic annual rent in effect during the last month of the Lease Term ("HOLD OVER RENT"). In addition to any Hold Over Rent, Tenant shall pay to Landlord all costs and damages incurred by Landlord as a result of Tenant's holding over, which sums shall be deemed additional rent.

4.4 If, with the written consent of Landlord, Tenant or any party claiming by, through or under Tenant remains in possession of the Premises, or any part thereof, after the Lease Expiration Date, Landlord shall treat such holding over by Tenant as the creation of a month-to-month tenancy, subject to all the terms, covenants and conditions set forth in this Lease insofar as the same are applicable to a month-to-month tenancy, except that Tenant shall pay a basic annual rent equal to double the basic annual rent in effect during the last month of the Lease Term. Tenant shall give to Landlord at least thirty (30) days prior written notice to quit said Premises, except in the event of nonpayment of rent in advance or of any breach of any other covenant by Tenant, in which event Tenant shall not be entitled to any notice to quit, the usual thirty (30) days notice to quit being hereby expressly waived; provided, however, that in the event Tenant shall hold over after the expiration of the Lease Term, and if Landlord shall desire to promptly regain possession of the Premises hereunder, Landlord, at its option, may forthwith re-enter and take possession of the Premises without process, or by legal process in force in the jurisdiction in which the Building is located.

4.5 **EARLY TERMINATION OPTION:** Provided that Tenant shall not then be in default of the Lease (as amended hereby) following the expiration of all applicable notice and cure periods, Tenant shall have the right, at Tenant's option, to terminate the Lease any time after the eighteenth (18th) month of the Lease Term by providing the Landlord with written notice of Tenant's intent to terminate the Lease early ("Early Termination Notice") at least three (3) months prior to the date of early termination ("Termination Date") set forth in such Early Termination Notice. Accompanying the Early Termination Notice shall be a termination penalty ("Termination Penalty") equal to three months rent and all unamortized commission and tenant improvement costs. If Tenant shall not timely exercise its right to terminate the Lease early by failing to provide the Early Termination Notice and Termination Fee to Landlord at least three (3) months prior to the Termination Date, then Tenant's right to terminate the Lease early shall be deemed null and void and of no further force or effect until such time that the proper notice and Termination Fee is provided to Landlord.

#### ARTICLE 5 - RENT

5.1 Tenant agrees to pay during the Term a basic annual rent as set forth in Section y1.9 payable without deduction, set off, abatement, demand or counterclaim, except as specifically set forth in this Lease, in equal monthly installments. Such basic annual rent (and the monthly installments thereof) shall be adjusted annually pursuant to Section y1.9 hereof. Tenant shall pay the

first installment upon Lease Execution and the remaining installments in advance on the first day of each and every calendar month during the Lease Term (commencing with the second month of the Term).

5.2 All rent payments shall be made payable and delivered to the Landlord as specified in Section y1.16 or to such other person and place as Landlord may hereafter designate in writing. Such rent payments shall be paid by check drawn on a member bank of the Federal Reserve System.

5.3 The term "LEASE YEAR" shall mean each period of twelve (12) consecutive months commencing on the Lease Commencement Date, except that if the Lease Commencement Date is not the first day of a month, then the first Lease Year shall commence on the Lease Commencement Date and shall continue for the balance of the month in which the Lease Commencement Date occurs and for a period of twelve (12) calendar months thereafter and subsequent Lease Years shall commence on the day following the last day of the preceding Lease Year.

5.4 If the Lease Term begins on other than the first day of a month, basic annual rent from such date until the first day of the next month shall be prorated on the basis of the actual number of days in such month and shall be payable in advance.

5.5 All costs and expenses other than basic annual rent which Tenant assumes or agrees to pay to Landlord pursuant to this Lease shall be deemed to be "ADDITIONAL RENT" and, in the event of nonpayment thereof, Landlord shall have all the rights and remedies provided for in the case of nonpayment of rent, including assessment of interest and late fees. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectable as additional rent with the next installment of monthly rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord. Basic annual rent and additional rent are sometimes referred to collectively herein as "RENT."

5.6 Landlord shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord according to Landlord's sole discretion and regardless of the instructions of Tenant as to application of any such sum, whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed by the parties in writing which makes specific reference to this Section y5.2. The acceptance by Landlord of a check or checks drawn by other than Tenant shall not in any way affect Tenant's liability hereunder, nor shall any acceptance be deemed an approval of any subletting or assignment of this Lease by Tenant.

#### ARTICLE 6 - ADDITIONAL RENT

6.1 REAL ESTATE TAXES: Tenant shall pay to Landlord as additional rent Tenant's Pro Rata Share as listed in Article 1.11 of the increase in real estate taxes (including special assessments, if any, and any other taxes now or hereafter imposed which are in the nature of or in substitution for real estate taxes) levied on the Building and the land (the "LAND") on which the Building is situated over the "BASE REAL ESTATE TAXES." For purposes hereof, the Base Real Estate Taxes are stipulated to be the amount of real estate taxes actually incurred by Landlord with respect to the Building and the Land during Real Estate Base Year set forth in Section y1.12. All calculations under this Section y6.1 shall be done on an annual basis. In the event that the actual real estate taxes for any calendar year during the Term exceed the Base Real Estate Taxes set out above, Tenant shall pay its proportionate share of the increase in the real estate taxes for such year over the Base Real Estate Taxes. Any increase payable by Tenant under this provision shall be deemed additional rent.

6.2 Reasonable expenses incurred by Landlord in obtaining or attempting to obtain a reduction of real estate taxes shall be added to and included in the annual statement of real estate taxes. Real estate taxes which are being contested by Landlord shall nevertheless be included for purposes of the computation of the liability of Tenant under this Section; provided, however, that in the event that Tenant shall have paid any amount of additional rent pursuant to Section 6.1 and Landlord shall thereafter receive a refund of any portion of the real estate taxes on which such payment was based, Landlord shall pay to Tenant its proportionate share of such refund less any costs incurred in obtaining same. Landlord shall have no obligation to contest, object to, or



litigate the levying or imposition of any real estate taxes and may settle, compromise, consent to, waive, or otherwise determine in its discretion any real estate tax without consent or approval of Tenant.

6.3 Prior to each January 1st during the Term, Landlord shall provide Tenant a comparison of the Base Real Estate Taxes and the projected real estate taxes for the coming year. Commencing each January 1st during the Term, Tenant shall pay monthly as additional rent, one-twelfth (1/12th) of Tenant's proportionate share of any projected increase in the annual real estate taxes over the Base Real Estate Taxes. Landlord shall, within sixty (60) days (or as soon thereafter as possible) after the close of each calendar year, provide Tenant a statement of such year's actual real estate taxes, showing the actual increase, if any, in the real estate taxes over the Base Real Estate Taxes. Within thirty (30) days after Tenant's receipt of said statement, Tenant shall pay Landlord Tenant's proportionate share of the excess, if any, of actual real estate taxes over the projected real estate taxes. If the amount paid by Tenant during the previous year exceeded Tenant's share of actual real estate taxes for the year, Landlord shall refund such excess to Tenant within thirty (30) days after delivery of the said statement of such year's actual real estate taxes.

6.4 OPERATING EXPENSES: Tenant shall pay to Landlord as additional rent Tenant's Pro Rata Share as listed in Section y1.11 of the increase in Operating Expenses during the Term over the Operating Expense Base Year set forth in Section y1.13. Operating Expenses for each calendar year shall be those actually incurred, provided however, that (i) if the Building was not at least one hundred percent (100%) occupied during the entire calendar year, the Operating Expenses shall be adjusted to project the Operating Expenses as if the Building were one hundred percent (100%) occupied, and (ii) Landlord shall bear the percentage of Operating Expenses allocable to unleased space within the Building. For purposes hereof, the Initial Operating Expenses are stipulated to be the amount of Operating Expenses actually incurred by Landlord during the Operating Expense Base Year set forth in Section y1.13. Any increase payable by Tenant under this provision shall be deemed additional rent.

6.5 "OPERATING EXPENSES," as that term is used herein, shall mean all expenses, costs and disbursements (but not replacement of capital investment items or specific costs billed to and paid by specific tenants) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, management, maintenance, repair and operation of the Building, Land, Common Areas, and Parking including, but not limited to, the following: cost of wages and salaries of all employees engaged in the operation and maintenance of the Building and Land, including taxes, insurance and benefits; cost of all supplies and materials; cost of all utilities (including surcharges) including, but not limited to, water, sewer, electricity, heating, lighting, air conditioning and ventilating for the Building, but excluding electricity separately paid for by individual tenants; cost of all maintenance and service agreements for the Building, Land and the equipment used therein including, but not limited to, access control, energy management services, security, window cleaning, elevator maintenance and janitorial service; cost of insurance relating to the Building and Land, including, but not limited to, the cost of casualty and liability insurance applicable to the Building, Land and Landlord's personal property used in connection therewith; cost of repairs and general maintenance (excluding repairs and general maintenance paid for by the proceeds of insurance, or by Tenant or third parties, and alterations attributable solely to particular tenant spaces within the Building), a management fee not to exceed Five percent (5%) of the gross revenues of the building; cost of any additional services not provided to the Building at the Lease Commencement Date, but thereafter provided by Landlord in the prudent management of the Building; cost of audit and accounting services; with regard to operation of the Building; cost of any capital improvements made to the Building after the Lease Commencement Date that, actually reduce other operating expenses or are required under any governmental law or regulation, enacted after the effective date of this Lease, such cost thereof to be amortized over such reasonable period as Landlord shall determine; provided, however, that costs of complying with the requirements of the Americans with Disabilities Act of 1990 and its implementing regulations applicable to the common areas of the Building or the structure thereof, shall not be included in Operating Expenses. For purposes hereof, the "Initial Operating Expenses" are defined as and stipulated to be the amount of Operating Expenses actually incurred by Landlord during the Operating Expense Base Year set forth in Section 1.12; provided, however, that "Excessive Snow Removal Costs" shall not be included in the definition of Initial Operating Expenses. "Excessive Snow Removal Costs" shall mean all costs

of snow and ice removal in excess of \$0.07 per rentable square foot actually incurred by Landlord during the said Operating Expense Base Year.

6.6 Operating Expenses shall not include the following: costs of capital improvements other than as set forth in the prior section; title insurance premiums, survey expenses, appraisals, environmental report or engineering report; legal fees incurred in connection with the leasing of the Building or in connection with disputes with other tenants relating to the collection of rent and similar matters not benefiting the tenants of the Building generally; leasing commissions, advertising expenses, cost of increases in insurance premiums due solely to the activities of another tenant; cost of electricity outside normal business hours sold to tenants of the Building by Landlord receives reimbursement from such tenants as an additional charge; cost incurred to remedy, repair or otherwise correct any defects or violations of the Building or by reason of any changes in governmental laws, rules or regulations occurring during the Term; cost of repairs incurred by reason of fire or other casualty on condemnation awards entity, such as trustee's fees, annual fees, partnership organization or administration expenses, deed recordation expenses, legal and accounting fees (other than with respect to Building operations); and cost incurred to remove any hazardous or toxic wastes, materials or substances from either the Building or Land.

6.7 Prior to each January 1st during the Term, Landlord shall provide Tenant a comparison of the Initial Operating Expenses and the projected Operating Expenses for the coming year. Commencing each January 1st during the Term, Tenant shall pay monthly as additional rent, one twelfth (1/12th) of Tenant's proportionate share of any projected increase in the Operating Expenses over the Initial Operating Expenses. Landlord shall, within ninety (90) days (or as soon thereafter as possible) after the close of each calendar year, provide Tenant a statement of such year's actual Operating Expenses, showing the actual increase, if any, in Operating Expenses over the Initial Operating Expenses. Within thirty (30) days after Tenant's receipt of said statement, Tenant shall pay Landlord Tenant's proportionate share of the excess, if any, of actual Operating Expenses over the projected Operating Expenses. If the amount paid by Tenant during the previous year exceeded Tenant's share of actual Operating Expenses for the year, Landlord shall credit the amount due against Tenant's next payable installment(s) of estimated Operating Costs.

6.8 Should this lease commence or terminate at any time other than the last day of a calendar year, the amounts due as additional rent pursuant to Sections y6.1 and y6.3 for the commencement or termination year only shall be prorated based on actual days under lease divided by 365.

6.9 TENANT'S RIGHT TO REVIEW OPERATING EXPENSES: Tenant at its expense shall have the right during Landlord's business hours, and with fourteen (14) days prior notice, to examine Landlord's books and records relating to the Operating Expenses and Real Estate Taxes of the Building (the "Review") for any fiscal year as shown by the annual reconciliation statement (the "Statement") for which Additional Rent becomes due for Operating Expenses or Real Estate Taxes; or, at Landlord's sole discretion, Landlord will provide Tenant with an audited statement. A Review will be granted only if Tenant has paid all Rent, Additional Rent, including Operating Expenses and Real Estate Taxes billed to Tenant's account in full and only if Review is requested in writing within six (6) months of Statement receipt by Tenant. Such Review will only be granted once for any fiscal year and only if Tenant is not in default. No subtenant shall have any right to conduct a Review and no assignee shall conduct a Review of any period during which such assignee was not in possession of the Premises. Such Review will be conducted only by a Certified Public Accountant that is experienced in reviews of Operating Expenses for commercial properties and is not being compensated by Tenant on a contingency fee basis. Copy of such Review will be delivered to Landlord within fifteen (15) days of receipt by Tenant. If Tenant fails to timely request the Review, or the results of the Review are not timely delivered to Landlord, or Tenant fails to follow any of the procedures set forth in this Section y6.9, then the Statement that is the subject of such Review shall be deemed to have been approved and accepted by Tenant. In the event the results of the Review reveal that Tenant has over- or underpaid, such amounts will be handled in like manner to amounts under Article 6.

6.10 TENANT'S TAXES: In the event that any business, rent or other taxes, or any governmental charges that are now or hereafter levied upon Tenant's use or occupancy of the Premises or Tenant's business at the Premises are enacted,

changed or altered so that any of such taxes are levied against Landlord, or the mode of collection of payment of such taxes, Tenant shall pay any and all such taxes to Landlord upon written demand from Landlord.

6.11 Tenant's obligation to pay the amounts due as additional rent pursuant to Sections y6.1 and y6.3 during the Term shall survive any expiration or termination of this Lease by lapse of time or otherwise.

#### ARTICLE 7 - LATE CHARGES

7.1 Tenant agrees to pay to Landlord, as additional rent, a late fee equal to five percent (5%) of any amount due for monthly rent or other payments due hereunder if said payments have not been received by Landlord within five (5) days of the due date. In addition, if Landlord does not receive such payment within thirty (30) days of such payment's due date, then such payment and late charge shall bear interest at the rate per annum equal to the greater of (a) ten percent (10%) per annum; provided, however, such rate is not usurious or (b) the highest non-usurious rate permitted under the laws of the jurisdiction where the Building is located from the date such payment was due to the date of payment thereof. Such late charge and interest shall constitute additional rent due hereunder, shall be paid with the next monthly installment of basic annual rent coming due hereunder, and shall be in addition to, and not in lieu of, all other rights and remedies provided to Landlord in this Lease, at law, or in equity.

#### ARTICLE 8 - LANDLORD MAINTENANCE & SERVICES

8.1 Landlord covenants and agrees that it will without additional charge, furnish: (a) heat and air conditioning to maintain the Premises at a reasonably comfortable temperature between the hours of 8:00 AM and 6:00 PM, Monday through Friday of each week, except holidays recognized by the US Government; (b) electricity for lighting purposes and operation of ordinary office appliances, excluding, however, any equipment requiring heavier than normal office use of electricity; (c) water; (d) elevator services; and (e) janitorial and char services Monday through Friday of each week, except holidays recognized by the US Government. Services provided by Landlord will be comparable to other full service buildings of similar class in the area. It is also agreed that if Tenant requires air conditioning or heat beyond the foregoing normal hours of operation of the Building, and provided arrangements are made with Landlord's managing agent, Landlord will furnish such services and Tenant shall pay as additional rent the cost thereof at the price stipulated by Landlord from time to time. The current cost of after-hours service is \$45 per hour.

8.2 Landlord will maintain light fixtures and furnish light bulbs and replacement service, Landlord will maintain window blinds, and Landlord will provide hot and cold running water to kitchen and public restrooms. Landlord shall provide Tenant with the number of security access cards listed in Section 1.16 for after hours access to the main front lobby door. There will be a \$25 charge per card for additional, lost, stolen, or damaged security cards.

8.3 It is agreed that Landlord shall not be liable in any way for any failure to furnish or in any way for any damage or inconvenience caused by the cessation or interruption of such heating, air conditioning, electricity, elevator, janitor or char services caused by fire, accidents, strikes, breakdowns, necessary maintenance, alterations, repairs, scarcity of labor or materials, acts of God or any other causes. It is further agreed that any such failure or inability to furnish the utilities or services required hereunder shall not be considered an eviction, actual or constructive, of Tenant from the Premises, and shall not entitle Tenant to terminate this Lease or to an abatement of rent payable hereunder. Notwithstanding anything contained herein to the contrary, in the event that any of the foregoing services or utilities are unavailable for a period in excess of Five (5) consecutive business days and only if caused by the gross negligence or willful misconduct of Landlord, Tenant's rent shall abate from the date of such unavailability until normal service is restored. Should Landlord fail to provide such services for a period in excess of fifteen (15) consecutive business days, Tenant may engage such services for the Premises and deduct the costs of such services from Rent and/or Additional Rent.

#### ARTICLE 9 - TENANT MAINTENANCE

9.1 Tenant shall not in any manner deface or injure the Premises or the Building and, subject to the provisions of Section y19.3 will pay the cost of

repairing any damage or injury done to the Premises or the Building or any part thereof by Tenant or Tenant's employees, agents, contractors or invitees. Tenant agrees that it will keep the Premises and the fixtures therein in clean, safe, sanitary and good order and condition and will, at the expiration or other termination of the Term hereof, remove all goods and effects not the property of Landlord and at Tenant's expense shall (a) promptly surrender to the Landlord possession of the Premises (including keys, locks and any fixtures or other improvements which Tenant hereby acknowledges are owned by the Landlord) in good order and repair (ordinary wear and tear excepted) and broom clean, (b) remove therefrom all signs, goods, effects, machinery, fixtures and equipment used in conducting the Tenant's trade or business which are neither part of the Building Service Equipment nor owned by the Landlord, and (c) repair any damage caused by such removal.

9.2 Maintenance and repair of equipment such as kitchen fixtures, separate air conditioning equipment, or any other type of special equipment, whether installed by Tenant or by Landlord on behalf of Tenant, shall be the sole responsibility of Tenant and Landlord shall have no obligation in connection therewith.

9.3 All injury to the Premises or the Building caused by moving the property of Tenant into, on, or out of, the Building or the Premises and all breakage done by Tenant, or the agents, servants, employees and visitors of Tenant, shall be repaired by Tenant, at the expense of Tenant. In the event that Tenant shall fail to do commence with such repairs within 10 days of notice and demand to do so by Landlord,, then landlord shall have the right to make such necessary repairs, alterations and replacements (structural, nonstructural or otherwise and any charge or cost so incurred by Landlord shall be paid by Tenant as additional rent, with the monthly installment of rent next becoming due or thereafter falling due under the terms of this Lease. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.

9.4 All Personal Property of Tenant in the Premises or in the Building shall be at the sole risk of Tenant and Tenant agrees to obtain insurance for such Personal Property as provided in Section y19.2 of this Lease. Landlord shall not be liable for any accident to or damage to the Personal Property of tenant resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damages to the Personal Property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any liability incurred or claim by reason of damage to Tenant's Personal Property.

#### ARTICLE 10 - ALTERATIONS

10.1 Tenant hereby accepts possession of the Expansion Premises in its "AS-IS WHERE-IS CONDITION", except that Landlord, at its cost and expense shall complete the construction of the Premises substantially in accordance with Final Plans attached as Exhibit A and the Scope of Work attached as Exhibit C.

10.2 Tenant will not make any Alterations, structural or otherwise, in or to the Premises or any part thereof nor install any equipment of any kind that will require any alterations or additions to the use of the water system, heating system, air conditioning system, ventilation system, electrical system or plumbing system, without the prior written consent of Landlord. Any Alterations made by Tenant shall be made: (a) in a good, workmanlike, first-class and prompt manner; (b) using new materials only; (c) by a contractor and in accordance with plans and specifications approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; Landlord's response will be within fifteen (15) days after receipt of plans and specifications (d) in accordance with all applicable legal requirements and requirements of any insurance company insuring the Building or any portion thereof, including, but not limited to, compliance with Title III of The Americans with Disabilities Act of 1990, as amended; and (e) after completion of alterations Tenant shall obtain and deliver to Landlord written, unconditional waivers of mechanics' and materialmen's liens against the Premises and the Building from all proposed contractors, subcontractors, laborers and material suppliers for all work and materials in connection with such Alterations which exceed Five Thousand Dollars (\$5,000.00) in the individual instance. If, notwithstanding the foregoing, and mechanic's or materialmen's lien is filed against the Premises, the Building and/or the Land, for work claimed to have

been done for, or materials claimed to have been furnished to, Tenant, such lien shall be discharged by Tenant within ten (10) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law. If Tenant shall fail to discharge any such mechanic's or materialmen's lien, Landlord may, at its option, discharge the same and treat the cost thereof as additional rent payable with the monthly installment of rent next becoming due; it being hereby expressly covenanted and agreed that such discharge by Landlord shall not be deemed to waive, or release the default of Tenant in not discharging the same.

10.3 It is distinctly understood that all Alterations, including wall to wall carpeting, upon the Premises (whether with or without Landlord's consent), shall, at the election of Landlord, remain upon the Premises and be surrendered with the Premises at the expiration of this Lease without disturbance, molestation or injury, except reasonable wear and tear and damage due to casualty or condemnation. Should Landlord elect that Alterations upon the Premises be removed upon termination of this Lease or upon termination of any renewal period hereof, Tenant hereby agrees to cause same to be removed at Tenant's sole cost and expense and should Tenant fail to remove the same, then and in such event Landlord may cause same to be removed at Tenant's expense and Tenant hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same. Notwithstanding anything contained herein to the contrary, the parties agree to specify which Alterations shall be removed by Tenant at the end of the Term at the time that Landlord approves of the Alterations.

10.4 Tenant shall be responsible for causing the Premises to comply with Title III of the Americans with Disabilities Act of 1990, as amended ("ADA"). Notwithstanding the above, Landlord represents that as constructed at the commencement of this Lease, the Premises are in compliance with the ADA. Landlord shall be responsible for causing the common areas of the Building to comply with the ADA; provided, however, if Tenant makes any Alterations to the Premises which causes the common areas not to comply with the ADA, then Tenant shall be responsible for the cost of making all Alterations to the common areas of the Building required to correct such noncompliance. Tenant and Landlord acknowledge and agree that Landlord shall have full benefit of all rules, regulations and guidelines promulgated under the ADA, such as the guidelines which require a landlord only to make those alterations which are readily achievable.

#### ARTICLE 11 - TENANT'S EQUIPMENT

11.1 Tenant will not install or operate in the Premises any electrically operated equipment or other machinery, other than typewriter, calculators, personal computers, servers, server closet portable air conditioning unit, facsimile machines and such other electrically operated office machinery and equipment normally used in modern offices, without first obtaining the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of additional rent as compensation for such excess consumption of water and/or electricity as may be occasioned by the operation of said equipment or machinery. Tenant shall install any other equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to or require the use of the water system, plumbing system, heating system, air conditioning system, ventilation system or the electrical system of the Premises without the prior written consent of Landlord. Business machines and mechanical equipment which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenant shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration. Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area which such floor was designed to carry. Landlord reserves the right to prescribe the weight and position of all safes and other heavy equipment, and to prescribe the reinforcing necessary, if any, which in the opinion of Landlord may be required under the circumstances, such reinforcing to be at Tenant's sole expense.

#### ARTICLE 12 - SECURITY DEPOSIT

12.1 Tenant has deposited with Landlord the amount set forth in Section y1.10 (the "SECURITY DEPOSIT") in cash as security for performance of Tenant's

obligations under this Lease. The Security Deposit shall be returned to Tenant, without interest, within thirty (30) days after the later of: (i) the expiration of the Term; or (ii) the date on which Tenant vacates the Premises and tenders possession of the same to Landlord, provided that Tenant has discharged all such obligations. Landlord may apply the Security Deposit to cure any Event of Default of Tenant, and Tenant shall deposit with Landlord the amount applied within ten (10) days after written demand in the form of cash or other current funds. Landlord's application of the Security Deposit shall not prevent Landlord from exercising any other right or remedy under this Lease or at law, and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled.

12.2 If Landlord's interest in the Premises is transferred, Landlord shall transfer the unapplied portion of the Security Deposit to the transferee thereof. In such event, Landlord shall be deemed to have been released by Tenant from all liability or obligation for the return of the Security Deposit, Tenant agrees to look solely to such transferee for the return of the Security Deposit, and the transferee shall be bound by all provisions of this Lease relating to the return of the Security Deposit.

#### ARTICLE 13 - FINANCIAL STATEMENTS

13.1 Not more frequently than twice in any twelve (12) month period, Tenant agrees to provide to Landlord within fourteen (14) days of Landlord's request, the most recent audited (or certified to be true and correct by the President and Chief Financial Officer) annual financial statements of Tenant, including balance sheets, income statements, and financial notes ("STATEMENTS"). Tenant consents that Landlord may release the Statement to Landlord's trustees, officers, employees, subsidiaries, affiliates, lenders, advisors, joint venture partners, or potential purchasers of the Building for the purposes of evaluating Tenant's financial condition with respect to performance under the Lease or to any third party pursuant to any order of any governmental agency or court. Landlord agrees to keep the Statements confidential and not to release the Statements to third parties except as set forth herein.

#### ARTICLE 14 - ESTOPPEL CERTIFICATE

14.1 Tenant shall from time to time, within fifteen (15) days after Landlord shall have requested the same of Tenant, execute, acknowledge and deliver to Landlord a written instrument in recordable form and otherwise in such form as required by Landlord (a) certifying that this Lease is in full force and effect and has not been modified, supplemented or amended in any way (or, if there have been modifications, supplements or amendments thereto, that it is in full force and effect as modified, supplemented or amended and stating such modifications, supplements and amendments); (b) stating the rent payable and dates to which the rent and other charges hereunder have been paid by Tenant; (c) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which Tenant may have knowledge; (d) stating the Lease Commencement Date and Lease Expiration Date, including any optional renewals; and (e) stating any other fact or certifying any other condition reasonably requested by Landlord or requested by any mortgagee or prospective mortgagee or purchaser of the Building or Land or of any interest therein. Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or the Land, any mortgagee or prospective mortgagee or purchaser of the Building, Land or any interest therein or any prospective assignee of any mortgagee.

#### ARTICLE 15 - SUBORDINATION & NON-DISTURBANCE

15.1 This Lease is subject and subordinate at all times to all ground or underlying leases, all mortgages and/or deeds of trust, all covenants, restrictions, easements, and encumbrances which may now or hereafter affect such leases or the real property of which the Premises form a part, and all future renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee or trustee. In confirmation of such subordination, Tenant shall promptly execute and deliver without charge any certificate or document that Landlord may request in a form which recognizes this Lease and is otherwise reasonably acceptable to Tenant within Fifteen (15) days following Landlord's written request. Provided, however, that notwithstanding the foregoing, the party secured by any such deed of trust, this

Lease shall continue in full force and effect at the option of the party secured by such deed of trust or the purchaser under any such foreclosure sale, in which event Tenant shall attorn to such party secured by such deed of trust or purchaser as Landlord under this Lease. Upon such attornment such party secured by such deed of trust or purchaser shall not be (a) bound by any payment of rent or additional rent more than one (1) month in advance, (b) bound by any amendment of this Lease made without the consent of the holder of the deed of trust existing as of the date of such amendment, (c) liable for damages for any breach, act or omission of any prior Landlord, or (d) subject to any offsets or defenses which Tenant might have against any prior Landlord; provided, however, that after succeeding to Landlord's interest, such party secured by such deed of trust or purchaser shall perform, in accordance with the terms of this Lease, all obligations of Landlord arising after the date of acquisition of title to the Building. Tenant covenants and agrees that it will, at the written request of the party secured by any such deed of trust, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of said deed of trust to the lien of this Lease.

15.2 At the option of any landlord under any ground or underlying lease to which this Lease is now or may hereafter become subject or subordinate, Tenant agrees that neither the cancellation nor termination of such ground or underlying lease, provided that such cancellation does not result in Tenant's inability to occupy the Premises, shall by operation of law or otherwise, result in cancellation or termination of this Lease or the obligations of Tenant hereunder, and Tenant covenants and agrees to attorn to such Landlord or to any successor to Landlord's interest in such ground or underlying lease subject to the attornment provisions set forth in Section y15.1 above. In that event, this Lease shall continue as a direct lease between Tenant herein and such landlord or its successor.

15.3 Landlord agrees to use its commercially reasonable efforts to obtain a non-disturbance agreement in favor of Tenant from the holder of any present or future mortgage on the Land or Building.

#### ARTICLE 16 - SUBLETTING & ASSIGNMENT

16.1 This Lease and the promises, covenants, conditions and agreements herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and they shall inure to the benefit of and be binding upon Tenant, its successors and permitted assigns. Tenant shall not be allowed to assign its leasehold interest created herein, this Lease, or any of its rights, privileges, or obligations created hereunder without prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute subjective discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. The transfer, sale, assignment or hypothecation of any shares of stock or ownership interests in the Tenant so as to result in a change in the control thereof by the persons or entities owning a controlling interest therein as of the date of this Lease, without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute subjective discretion, shall be deemed an assignment made in breach of this covenant. Any other provision in this Lease to the contrary notwithstanding, the Tenant shall have no right to sublet the Premises, or any part thereof to subtenants, without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute subjective discretion. Landlord's consent to any assignment, subletting, occupation, or use by another person other than Tenant shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person other than Tenant, it being understood that Landlord's rights hereunder are continuing and shall not be exhausted, regardless of the number of times such assignment, subletting, occupation or use shall occur. In the event Landlord shall consent to such subletting or assignment, fifty percent (50%) of the Net Sums or other economic consideration received by Tenant as a result of such subletting or assignment, whether denominated rental or otherwise under the sublease or assignment, which exceed, in the aggregate, the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to that portion of the Demised Premises subject to such sublease) shall be payable to Landlord as Additional Rent under this Lease without affecting or reducing other obligations of Tenant hereunder. The term "Net Sums" shall mean the amount of rental or other consideration received by Tenant in connection with such subleasing or assignment, less Tenant's costs actually incurred to prepare the space for leasing and the costs actually incurred to actually lease such space,

including but not limited to commissions, architectural fees, construction costs, attorneys fees and engineering fees. Upon Landlord's request, Tenant shall provide Landlord with evidence of payment of any such costs.

16.2 **AFFILIATES:** Notwithstanding anything to the contrary set forth in this Lease, Tenant may assign its interest in this Lease or sublease all or part of the Leased Premises without the receipt of Landlord's consent but with prior written notice to Landlord, to: (i) an entity which is controlled by, controls, or is under common control with, Tenant (an "Affiliate"), or which owns or is owned by an Affiliate; or (ii) an entity with which Tenant merges or consolidates. The term "control", as used in this Section y16.2 shall mean the ownership, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding any assignment or subleasing pursuant to this Section y16.2, Tenant and Guarantor shall continue to be liable for Tenant's obligations under this Lease.

16.3 **PERMITTING TRANSFERS OF INTEREST:** Notwithstanding anything to the contrary set forth in this Lease, Landlord's consent shall not be required with respect to: (i) a public offering of the stock of Tenant; (ii) a transfer of stock or other interest in Tenant between current shareholders or other holders of interests in Tenant or the Guarantor of Tenant's obligations under this Lease; and (iii) the sale of additional shares or other interests in Tenant to those currently not shareholders or other holders of interests in Tenant provided there is no change in control in Tenant. Further, the pledge, hypothecation, encumbrance or conditional assignment of stock or other interest in Tenant shall be permitted without the prior consent of Landlord, until such time as such pledge, hypothecation, encumbrance or conditional assignment shall result in an actual change in the control of Tenant.

#### ARTICLE 17 - LANDLORD'S RESERVED RIGHTS

17.1 Landlord hereby reserves to itself and its successors and assigns the following rights (all of which are hereby consented to by Tenant): (a) to change the street address and/or name of the Building and/or the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Building including the Common Areas and Parking, provided, however, if Landlord changes the street address of the building, Landlord shall reimburse Tenant for any costs and expenses related to the reordering of business stationary and cards, if any, (b) to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such a manner as it deems best for the benefit of tenants generally, to erect, use and maintain pipes and conduits in and through the Premises, (c) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building, and (d) to construct additional improvements on the Project and make alterations thereof or additions thereto and build additional stories on or in any such buildings adjoining the same; provided, however, that no such change or alteration shall deprive the Tenant of access to the Premises. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or of Tenant's use or occupancy of the Premises.

17.2 **RIGHT OF ACCESS:** Landlord, its employees and representatives shall have the right at any time during the Lease Term, upon reasonable advanced notice except in an emergency, to enter into and upon any and all parts of the Premises during business hours (or, in an emergency, at any hour) to (a) view, inspect, secure and clean the Premises, (b) make repairs to the Premises or Building, or introduce, replace, repair, alter or make new or change existing connections from any fixture, pipes, wires, ducts, conduits, or other construction therein, (c) remove, without being held responsible therefore, placards, signs, lettering, window or door coverings and the like not expressly consented to or (d) show the Premises to prospective tenants (only during the last six (6) months of the lease term), purchasers or lenders; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall such be deemed to be an actual or construction eviction. Landlord shall have the right to use a portion of the Premises for all necessary pipes and wires leading to and from the portions of the Building not hereby leased, which will not unreasonably interfere with Tenant's use of the Premises. Landlord may, within one hundred and twenty (120) days preceding the expiration of the Lease Term, enter the Premises to place and maintain notices for letting, free from hindrance or control of Tenant. If Tenant shall vacate the Premises during the



last month of the Lease Term, Landlord shall have the unrestricted right to enter the Premises after Tenant's moving to commence preparations for the succeeding tenant or for any other purpose whatever, without affecting Tenant's obligations to pay rent for the full Lease Term.

17.3 RELOCATION OF PREMISES. Throughout the term of this Lease, including any extensions or renewals thereof, Landlord shall have the one time right, at its sole cost and expense, on at least ninety (90) days' prior written notice, to request Tenant to move from the Premises to another suite of equal or greater size, amenities and decor, including build-out of such relocation space, in the Building or the Project (the "RELOCATION PREMISES") in accordance with the plans and specifications originally prepared for the Premises, using materials of like quality as those used in the build-out of the original Premises provided, however, that in the event of receipt of any such notice, Tenant by written notice to Landlord delivered not more than fifteen (15) days after receipt of Landlord's request for relocation may elect not to move to the Relocation Premises and in lieu thereof to terminate this Lease, in which case the termination shall be effective as of the ninetieth (90th) day after the date of delivery of Landlord's relocation request. If Tenant fails to exercise such termination right within fifteen (15) days after receipt of Landlord's request for relocation, Tenant shall be deemed to have agreed to such relocation. If Tenant exercises such termination right in a timely manner, Landlord may, by notice delivered to Tenant not more than fifteen (15) days after such termination notice, rescind its relocation request, in which case Tenant's termination notice shall become void and this Lease shall continue as if no relocation request were ever made. If Tenant exercises such termination right in a timely manner, this Lease shall terminate immediately upon the date set forth in Tenant's notice. Tenant shall not be obligated to pay any early termination penalties, including, but not limited to commissions and tenant improvement costs and, shall only be obligated for rent and additional rent up to the date of Tenant's occupancy of the Premises.

#### ARTICLE 18 - LIABILITY OF LANDLORD

18.1 Unless caused by the gross negligence or willful misconduct of Landlord, its employees, or agents, then Landlord, its employees and agents shall not be liable to Tenant, its employees, agents, invitees or any other person or entity claiming through tenant for any damage (including indirect and consequential damage), injury, loss or claim (including claims for the interruption of or loss to business) based on or arising out of any cause whatsoever, including without limitation the following: (a) repair to any portion of the Premises or the Building; (b) interruption in the use of the Premises or any equipment therein; (c) any accident or damage resulting from any use or operation (by Landlord, Tenant or any other person or entity) of elevators or heating, cooling, electrical, sewerage or plumbing equipment or apparatus; (d) termination of this Lease by reason of damage to the Premises or the Building; (e) fire, robbery, theft, vandalism, mysterious disappearance or any other casualty; (f) actions of any other tenant of the Building or of any other person or entity; (g) failure or inability of Landlord to furnish any utility or service specified in this Lease; and (h) leakage in any part of the Premises or the Building, or from water, rain, ice or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes or plumbing fixtures in the Premises or the Building. All personal property stored or placed by Tenant or its employees, agents, invitees or any other person or entity claiming through Tenant in or about the Premises or the Building shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor. Subject to Tenant's right to quiet enjoyment of the Premises, and provided Landlord endeavors not to unreasonably interfere with Tenant's use, enjoyment and access to the Premises, Landlord shall not be liable in damages, nor shall this Lease be affected, for conditions arising or resulting from the construction of contiguous premises, which may affect the Building of which the Premises are a part. Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Premises. For purposes of this Section, the term "BUILDING" shall be deemed to include the Land. Notwithstanding the foregoing, Landlord shall not be released from liability to Tenant for any physical injury to any natural person caused solely by Landlord's, or its employees' or agents' gross negligence or willful misconduct except to the extent otherwise provided in this Article 18 of this Lease.

18.2 Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against all costs, damages, claims, liabilities, fines, suits,

expenses and damages of any kind (including without limitation attorneys' fees and the costs of investigation and settlement of any claims) asserted by or on behalf of any person, entity or governmental authority against Landlord, directly or indirectly, based on or arising out of (a) Tenant's use and occupancy of the Premises or the business conducted by Tenant therein, and/or (b) any act or omission of Tenant or any employee, agent, or invitee of Tenant in or on the Premises, and/or (c) any accident, injury or damage whatsoever to any person, or the property of any person, occurring in or on the Premises unless the same was caused by the sole gross negligence of willful misconduct of Landlord, its employees or agents.

18.3 Landlord shall indemnify and hold Tenant, its employees and agents, harmless from and against all costs, damages, claims, liabilities, fines, suits, expenses and damages of any kind (including without limitation attorney's fees and costs of investigation and settlement of any claims) asserted by or on behalf of any person, entity or governmental authority against Tenant, directly or indirectly based on or arising out of any act or omission of Landlord to the extent caused by the gross negligence or willful misconduct of Landlord

18.4 LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS. The Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under the Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying or using space adjoining the Premises or any part of the premises adjacent to or connecting with the Premises or any other part of the Building or the Project, or for any loss or damage resulting to the Tenant (or those claiming by, through or under the Tenant) or its or their property, from (a) the breaking, bursting, stoppage or leaking of electrical cable and/or wires, or water, gas, sewer or steam pipes, (b) falling plaster, or (c) dampness, water, rain or snow in any part of the Building. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises, and to use such other portions of the Project as the Tenant is herein given the right to use, at the Tenant's own risk.

The Landlord is not obligated to protect from the criminal acts of third parties the Tenant, Tenant's agents, customers, invitees or employees, the Premises or the property of Tenant or any property of any of Tenant's agents, customers, invitees or employees. Tenant hereby acknowledges that Tenant has the sole responsibility for the protection of the Premises, the Tenant's property and the Tenant's customers, agents, invitees and employees. Tenant acknowledges that, if Landlord shall provide security guards for the Common Areas, Landlord does not represent, guarantee, or assume responsibility that Tenant will be secure from any claims or causes of action relating to such security guards. To induce Landlord to provide such security guards, if any, Landlord deems reasonable, appropriate and economically feasible in its sole and absolute discretion, Tenant agrees that Landlord should not be responsible for, and Tenant shall defend and indemnify Landlord from, any such claims or other causes of action, including claims or causes of action caused by the sole or concurrent negligent act or omission, whether active or passive, of Landlord or its security guards, provided however, that Tenant shall have no obligation to defend or indemnify Landlord from any claims caused by the willful or criminal act of Landlord or its security guards, or covered by the public liability insurance, if any, that Landlord is required to carry by the terms of this Lease.

18.5 If any landlord hereunder transfers the Building or such landlord's interest therein, then such landlord shall not be liable for any obligation or liability based on or arising out of any event or condition occurring on or after the date of such transfer.

18.6 Tenant shall not have the right to offset or deduct the amount allegedly owed to Tenant pursuant to any claim against Landlord from any rent or other sum payable to Landlord. Tenant's sole remedy for recovering upon such claim against Landlord shall be to institute an independent action against Landlord. Tenant shall not seek the consolidation of any such action brought by Tenant with any action brought by Landlord hereunder.

18.7 If permitted by law, Landlord shall have the right at any time and from time to time during the Lease Term to either continue to contract for service from the current utility service provider or contract for service from a different company or companies providing utility service (each such company shall hereinafter be referred to as an "ALTERNATE SERVICE Provider"). Tenant shall cooperate with Landlord, the utility service provider, and any Alternate

Service Provider at all times and, as reasonably necessary, shall allow Landlord, utility service provider, and any Alternate Service Provider reasonable access to the Property's pipes, electric lines, feeders, risers, wiring, and any other machinery within the Premises. Provided that Landlord provides adequate advance notice of a change in service, Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the utility service furnished to the Premises, or if the quantity or character of the utility service supplied by the utility service provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

18.8 Anything contained in this Lease to be contrary withstanding, Tenant agrees that tenant shall look solely to Landlord's equity in the Building for the collection of any judgement (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be kept, observed and performed by Landlord subject, however, to the prior rights of any ground or underlying landlords or any mortgagee of all or any part of the Building or the Premises, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim.

#### ARTICLE 19 - INSURANCE

19.1 Landlord agrees that it will keep the Building insured against loss due to fire and other property risks included in standard all risk coverage insurance policies, and covering loss of income from such property risk, or in lieu thereof, insure the Building against loss or damage as a self insurer.

19.2 Throughout the Lease Term, Tenant shall insure the contents of the Premises, including, limitation, alterations, decorations, furnishings, fixtures and equipment used or installed in the Premises by or on behalf of Tenant, and the other personal property of Tenant in Premises, against loss due to fire and other property risks included in standard all risk coverage insurance policies, in an amount equal to the replacement cost thereof and covering loss of income from such property risk. All insurance carried by Tenant hereunder shall be primary and not contributing with any insurance carried by Landlord.

19.3 Landlord and Tenant agree that all insurance policies required to be carried pursuant to Section 19.1 hereof shall either permit or contain an express waiver of any right of recovery (by subrogation or otherwise) by the insurance company against Tenant, and that all insurance policies required to be carried pursuant to Section y19.2 shall either permit or contain an express waiver of any right of recovery (by subrogation or otherwise) by the insurance company against Landlord, its managing agent and any mortgagee of Landlord. Each party hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by valid and collectible fire, extended coverage, "ALL Risk" or similar policies, maintained by such party or required to be maintained by such party under this Lease, to the extent that such loss or damage is recovered under said insurance policies or would have been recovered if the insurance policies required hereunder had been maintained as required pursuant to this Lease. Written notice of the terms of said mutual waivers shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

19.4 Throughout the Lease Term, Tenant shall obtain and maintain commercial general liability insurance on an occurrence basis protecting against any liability occasioned by any occurrence on or about the Premises and containing contractual liability coverage and business interruption coverage. Such insurance shall be initially in minimum amounts of One Million Dollars per occurrence and One Million Dollars general aggregate and shall be for a minimum term of one year.

19.5 Tenant shall also maintain throughout the Lease Term, at Tenant's sole cost and expense, worker's compensation in statutory limits.

19.6 Each of said policies of insurance to be carried by Tenant hereunder shall name Landlord and Landlord's managing agent as an additional insured, and if requested by the holder of any mortgage or deed of trust against the Building, shall also name such holder as an additional. Each policy shall contain an endorsement which provides that no cancellation or reduction of coverage may be made without first giving Landlord, Landlord's managing agent and, if named as an additional insured, the holder of any mortgage or deed of trust on the Building, at least thirty (30) days prior written notice of such proposed action. All insurance policies required under this Lease shall be issued by insurance companies licensed to do business in the jurisdiction wherein the Building is located with a then current Alfred M. Best Company, Inc. general policy holders's rating of "A" or better and a financial size category of Class XII or higher and which have been in business for the past five (5) years and which are otherwise reasonably satisfactory to Landlord. On or before the Lease Commencement Date, and thereafter not less than fifteen (15) days prior to the expiration dates of said policy or policies, Tenant shall provide copies of policies or certificates of insurance (Accord 27) evidencing the coverages required by this Article 18. The aforesaid insurance limits may be reasonably increased from time to time by Landlord.

19.7 Tenant will not do or permit anything to be done in the Premises or the Building or bring or keep anything therein which shall in any way increase the rate of fire or other insurance for said Building, or on the property kept therein, or obstruct, or interfere with rights of other tenants, or in any way injure or annoy them, or those having business with them, or conflict with the fire laws or regulations, or with any insurance policy upon said Building or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate governmental authority.

19.8 Tenant's Contractor's Insurance. The Tenant shall require any contractor of the Tenant performing work in, on or about the Premises to take out and keep in full force and effect, at no expense to the Landlord:

(A) commercial general liability insurance, including Contractor's Liability coverage, Blanket Contractual Liability coverage, Broad Form Property Damage Endorsement, Contractor's Protective Liability, Completed Operations/Products Liability (Completed Operations/Products Liability coverage to be provided for at least two (2) years after final completion of work), Personal Injury, Premises Medical Payments, Interest of Employees as additional insureds, Incidental Medical Malpractice and Broad Form General Liability Endorsement, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;

(B) comprehensive automobile liability insurance, with a combined single limit of not less than One Million Dollars (\$1,000,000) covering all owned, non-owned or hired automobiles to be used by the contractor;

(C) worker's compensation or similar insurance in form and amounts required by law; and

(D) employers liability coverage, including All States Endorsement, in an amount not less than One Million Dollars (\$1,000,000)

#### ARTICLE 20 - FIRE OR CASUALTY

20.1 If the Premises or the Building are totally or partially damaged or destroyed thereby rendering the Premises totally or partially inaccessible or unusable, then Landlord shall promptly commence and diligently repair and restore the Premises and the Building to substantially the same condition they were in prior to such damage or destruction; provided, however, that if (a) in Landlord's reasonable judgement such repair and restoration cannot be completed within two hundred seventy (270) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits) or (b) twenty percent (20%) or more of the Premises is damaged and less than six (6) months would remain of the Term or any renewal thereof upon completion of the repairs, then either party shall have the right, at its option, to terminate this Lease

as of the date of such damage or destruction by giving written notice of termination to the other party within forty-five (45) days after the occurrence of such damage or destruction. Termination by Tenant under this section 20.1 shall not require the payment of any early termination penalties set forth herein.

20.2 If this Lease is terminated pursuant to Section y20.1 above, then all rent shall be apportioned (based on the portion of the Premises which is usable after such damage or destruction) and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, Tenant shall be required to pay the basic annual rent only for the portion of the Premises that is usable while such repair and restoration are being made. Landlord shall bear the expenses of repairing and restoring the Premises and the Building; provided, however, that Landlord shall not be required to repair or restore the contents of the Premises, including without limitation, alterations, decorations, furnishings, fixtures and equipment used or installed in the Premises by or on behalf of Tenant and any other personal property of Tenant. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any portion of the Premises or for any inconvenience or annoyance occasioned by any such damage, repair or restoration. In the event that Landlord undertakes to reconstruct the Building but fails to complete the repair or restoration within sixty (60) days beyond the estimated repair time, Tenant shall have the right to terminate this Lease by written notice to Landlord.

20.3 Notwithstanding anything herein to the contrary, Landlord shall not be obligated to restore the Premises or the Building and shall have the right to terminate this Lease if (a) the holder of any mortgage fails or refuses to make insurance proceeds available for such repair and restoration, (b) zoning or other applicable laws or regulations do not permit such repair and restoration, or (c) the cost of repairing and restoring the Building would exceed fifty percent (50%) of the replacement value of the Building, whether or not the Premises is damaged or destroyed, provided the leases of all other tenants in the Building are similarly terminated.

20.4 Notwithstanding anything herein to the contrary, all injury or damage to the Premises resulting from the fault or negligence of Tenant, its employees, agents, contractors or invitees shall be repaired by Tenant at Tenant's expense and Rent shall not abate.

#### ARTICLE 21 - CONDEMNATION

21.1 If all or any portion of the Premises or occupancy thereof shall be permanently taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "CONDEMNATION"), and such Condemnation shall materially and adversely affect Tenant's use of the Premises, then this Lease shall terminate on the date possession thereof is taken by such authority and rent shall be apportioned as of such date. In the event of the Condemnation of any portion of the Premises which does not materially and adversely affect Tenant's use of the Premises, then this Lease shall continue in full force and effect as to the part of the Premises not Condemned, except that as of the date possession is taken by such authority. Notwithstanding anything herein to the contrary, if twenty-five percent (25%) or more of the Land or the Building is Condemned, then whether or not any portion of the Premises is Condemned, Landlord shall have the right to terminate this Lease of the date title vests in such authority.

21.2 All awards, damages and other compensation paid by such authority on account of such Condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages and compensation. Tenant shall not make any claim against Landlord or the authority for any portion of such awards, damages or compensation attributable to damage to the Premises, value of the unexpired portion of the Lease Term, loss of profits or goodwill, leasehold improvements or severance damages. Tenant may, if allowed by statute, seek such awards or damages for moving expenses, loss of profits and fixtures and other equipment installed by it which do not, under the terms of this Lease, become the property of Landlord at the termination hereof. Such awards or damages must be made by a Condemnation court or other authority and must be separate and distinct from any award to Landlord for the Land and Building and shall not diminish any award of Landlord.

ARTICLE 22 - ENVIRONMENTAL COVENANTS

22.1 Tenant, its employees, agents, contractors and invitees shall, at Tenant's own expense, comply with all Environmental laws, as herein defined, in connection with its use and occupancy of the Premises and shall obtain, maintain and comply with all necessary environmental permits, approvals, registrations and licenses.

22.2 Tenant, its employees, agents, contractors and invitees shall not use, generate, release, manufacture, treat, refine, produce, process, store, dump or dispose of any Hazardous Substance, as herein defined, on, under, or about the Premises or the Building, or transport to or from the Premises any Hazardous Substance except normal office products, which products shall be used, stored and disposed of in accordance with all Environmental Laws.

22.3 Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "AUTHORITIES" or "AUTHORITY") under the Environmental Laws. Tenant shall provide Landlord with copies of any environmental audit prepared by or for Tenant with respect to the Premises and any report(s) or filing(s) made by Tenant with any Authority.

22.4 Should Landlord, any Authority or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs as a result of Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit to Landlord and any applicable Authority the required plans and all related bonds and other financial assurances, and Tenant shall carry out all such clean-up plans following their approval by Landlord and all applicable Authorities.

22.5 Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Article 22 within ten (10) days, Landlord may fulfill such duty on behalf of Tenant, at Tenant's cost and expense; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Environmental Law shall constitute a waiver of any of Tenant's obligations under this Article 22.

22.6 Tenant shall immediately notify Landlord in writing of any release or discharge of any Hazardous Substance, whether or not the release is in quantities that would require under law the reporting of such release to a governmental or regulatory agency.

22.7 Tenant shall also immediately notify Landlord in writing of, and shall contemporaneously provide Landlord with a copy of: (A) Any written notice of release of Hazardous Substances in the Premises that is provided by Tenant or any subtenant or other occupant of the Premises to a governmental or regulatory agency; (B) Any notice of a violation, or a potential or alleged violation, of any Environmental Law that is received by Tenant or any subtenant or other occupant of the Premises from any governmental or regulatory agency; (C) Any inquiry, investigation, enforcement, cleanup, removal, or other action that is instituted or threatened by a governmental or regulatory agency against Tenant or any subtenant or other occupant of the Premises and that relates to the release or discharge of Hazardous Substances on or from the Premises; (D) Any claim that is instituted or threatened by any third party against Tenant or any subtenant or other occupant of the Premises and that relates to any release or discharge of Hazardous Substance on or from the Premises; and (E) Any notice of the loss of any environmental operating permit by Tenant or any subtenant or other occupant of the Premises.

22.8 Landlord shall have the right, but not the obligation, at all times during the Lease Term to (1) inspect the Premises; (2) following reasonable advanced notice, except in the case of an emergency, enter upon the Premises to conduct tests and investigations and take samples to determine whether Tenant is in compliance with the provisions of this Article 22, or as otherwise necessary;

and (3) request lists of all Hazardous Substances used, stored or located on the Premises. In the event that such inspections reveal that Tenant is not in compliance with the provisions of this Article 22, the cost of all such inspections, tests and investigations shall be borne by Tenant.

22.9 Tenant's obligations and liabilities under this Article 22 shall survive the expiration or early termination of the Lease. For purposes of this Article 22, the Building shall include the Land (as defined in Section y6.1 hereof).

22.10 Tenant shall indemnify, defend, protect and hold harmless Landlord, the manager of the Building and their respective officers, directors, trustees, beneficiaries, shareholders, partners, agents and employees from all fines, suits procedures, claims, and actions of every kind, and all costs associated therewith (including without limitation, attorneys' and consultants' fees and the costs of investigation and settlement of any claims) arising out of or in any way connected with (1) any deposit, spill, discharge, or other release of Hazardous Substances which arises at any time from Tenant's, its employees', agents', contractors', or invitees' use or occupancy of the Premises or the Building; (2) any failure to provide all information, make all submissions and take all steps required by all Authorities under the Environmental Laws; and (3) Tenant's, its employees', agents', contractors' or invitees' breach of this Article 22, whether or not Tenant has acted negligently with respect to such Hazardous Substances.

22.11 As used in this Article 22, the term "HAZARDOUS SUBSTANCES" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state or local laws as: (a) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ss. 9601(14), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. ss. 1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. ss. 6903, 42 U.S.C. ss. 6921, as now or hereafter amended; (c) a toxic pollutant under Section 307(1)(a) of the Federal Water Pollution Control Act, 33 U.S.C. ss. 1317(1)(a); (d) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. ss. 7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Material Transportation Act, 49 U.S.C. ss. 1802(2), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. "Toxic or Hazardous Substances" shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated, biphenyls (PCBs), petroleum based derivatives, and urea formaldehyde.

22.12 As used in this Article 22, the term "ENVIRONMENTAL LAWS" shall mean and refer to the entirety of the federal acts, portions of which are referenced in Section y22.11, and all other federal and all state and local laws, codes, ordinances, rules, regulations, and directives governing the discharge, emission or disposal of any pollutant in, to or from the Premises or the Building or other premises or the environment and prescribing methods for storing, handling or otherwise managing Hazardous Substances and wastes including, but not limited to, the then current versions of the following federal statutes, their state analogs, and the regulations implement them: the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and the Toxic Substances Control Act (15 U.S.C. 2601 et seq.).

#### ARTICLE 23 - DEFAULTS & REMEDIES

23.1 Each of the following shall constitute an Event of Default; (a) Tenant's failure to make any payment of the basic annual rent, additional rent (excluding reconciliations) or any other sum within ten (10) days of written notice from Landlord of Tenant's failure to make such payment on such payment's due date; (b) Tenant's failure to take possession of the Premises within thirty

(30) calendar days after delivery thereof to Tenant; (c) Tenant's violation or failure to perform or observe any other covenant or condition of this Lease for a period of thirty (30) days following Landlord's written notice thereof to Tenant; (d) Tenant's abandonment or vacation of the Premises; (e) an Event of Bankruptcy as specified in Article 27 with respect to Tenant, any general partner of Tenant (a "GENERAL Partner") or Guarantor; or (f) Tenant's dissolution or liquidation.

23.2 If there shall be an Event of Default, including an Event of Default prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating this Lease, Landlord may reenter the Premises, terminate Tenant's right of possession and take possession of the Premises. The provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to reenter the Premises being hereby expressly waived. If necessary, Landlord may proceed to recover possession of the Premises under and by virtue of the laws of the jurisdiction in which the Building is located, or by such other proceedings, including reentry and possession, as may be applicable. If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, then everything contained in this Lease to be done and performed by Landlord shall cease, without prejudice, however, to Landlord's right to recover from Tenant all rent and other sums due hereunder through the Lease Expiration Date as defined in Section 91.6. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof shall result as a matter of law or be decreed by a court of competent jurisdiction. Whether or not this Lease and/or Tenant's right of possession is terminated, Landlord may, but shall not be obligated to, relet the Premises or any part thereof, alone or together with other premises, for such rent and upon such terms and conditions (which may include concessions, free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, Landlord's failure to relet the Premises or collect any rent due upon such reletting. Whether or not this Lease is terminated, Tenant nevertheless shall remain liable for any basic annual rent, additional rent or damages which may be due or sustained by reason of such default, and all costs, fees and expenses (including without limitation reasonable attorneys' fees, brokerage fees, expenses incurred in placing the Premises in rentable condition and tenant finish necessitated to obtain the new tenant) incurred by Landlord in pursuit of its remedies and in renting the Premises to others from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Tenant shall also be liable to Landlord for additional damages, which shall be, at Landlord's option, either (a) or (b) below:

(A) an amount equal to the basic annual rent and additional rent which would have become due during the remainder of the Lease Term, less the amount of rent, if any, which Landlord receives during such period from others to whom the Premises may be rented (other than any additional rent payable as a result of any failure of such other person to perform any of its obligations), which damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Tenant's default and continuing until the date on which the Lease Term would have expired but for Tenant's default. Separate suits may be brought to collect any such damages for any month(s), and such suits shall not in any manner prejudice Landlord's right to collect any such damages for any subsequent month(s), or Landlord may defer any such suit until after the Lease Expiration Date, in which event the cause of action shall be deemed not to have accrued until the Lease Expiration Date; or

(B) an amount equal to the present value (as of the date of Landlord's election to accelerate) of the basic annual rent and additional rent which would have become due during the remainder of the Lease Term, less the rent received by Landlord under any reletting of the Premises, which damages shall be payable to Landlord in one lump sum on demand; provided that Landlord has relet the Premises which reletting may occur at any time up to the Lease Expiration Date. For purposes of this subsection (b), present value shall be computed by discounting at a rate equal to one (1) whole percentage point above the discount rate then in effect at the Federal Reserve Bank of New York.

23.3 TENANT EXPRESSLY WAIVES ANY RIGHT TENANT MAY HAVE TO REDEEM ITS INTEREST IN THE PREMISES FOLLOWING ENTRY OF A JUDGEMENT FOR POSSESSION IN FAVOR OF LANDLORD BY A COURT OF COMPETENT JURISDICTION OR TRIAL BY JURY IN RESPECT OF



ANY LITIGATION BASED ON THE LEASE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF LANDLORD OR TENANT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD'S ENTERING INTO THIS LEASE AND THIS WAIVER IS GIVEN KNOWINGLY, VOLUNTARILY AND INTENTIONALLY.

23.4 If Tenant fails to perform any covenant or observe any condition to be performed or observed by Tenant hereunder or acts in violation of any covenant or condition hereof or fails to make any payment to any third party, Landlord may, but shall not be required to on behalf of Tenant, perform such covenant and/or take such steps, including entering the Premises, as may be necessary or appropriate, in which case Landlord shall have the right to proceed immediately and all costs and expenses incurred by Landlord in so doing, including reasonable legal fees, shall be paid by Tenant to Landlord upon demand, plus interest thereon at the rate per annum equal to the greater of (a) ten percent (10%) per annum; provided, however such rate is not usurious or (b) the highest non usurious rate permitted under the laws of the jurisdiction where the Building is located, from the date of expenditure(s) by Landlord, as additional rent. Landlord's proceeding under the rights reserved to Landlord under this Section shall not in any way prejudice or waive any rights Landlord might otherwise have against Tenant by reason of Tenant's default.

23.5 Landlord's rights and remedies set forth in this Lease are cumulative and in addition to Landlord's other rights and remedies at law or inequity, including those available as a result of any anticipatory breach of this Lease. Landlord's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies or obligations.

23.6 LEGAL FEES: If, as a result of any breach or default in the performance of any of the provisions of this Lease (whether or not such default is later cured), Landlord uses the services of an attorney in order to secure compliance with such provisions or recover damages therefore, or to terminate this Lease or evict Tenant, or if Landlord is required to defend itself or the terms of this Lease and Landlord uses the services of an attorney, then Tenant shall reimburse Landlord upon demand for any and all attorneys' fees and expenses so incurred including, but not limited to the fees and expenses of counsel (even if house counsel), agents and others retained by Landlord incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Landlord is involved with such amounts being additional rent.

23.7 Confession of Judgment. If any Event of Default occurs which is not cured within any applicable grace period provided herein, the Tenant and any guarantor of any of the Tenant's obligations hereunder hereby authorizes and empowers any attorney of any court of record within the United States to appear for the Tenant and any such guarantor or any one or more of them in any court in one or more proceedings or before any clerk thereof, and confess judgment against the Tenant and each such guarantor without prior notice, or opportunity for prior hearing, in favor of the Landlord for all unpaid Rent and other sums due hereunder, hereby waiving and releasing, to the extent permitted by law, all errors and all rights of exemption, appeal, stay of execution, inquisition and extension upon any levy on real estate or personal property to which the Tenant or any such guarantor may otherwise be entitled under the laws of the United States or of any state or possession of the United States now in force or which may hereafter be passed. Such authority and power may be exercised on one or more occasions, from time to time, in the same or different jurisdictions, as often as the Landlord deems necessary or desirable, for all of which this Lease shall be a sufficient warrant.

23.8 Landlord's Security Interest. In addition to any lien for Rent available to the Landlord, the Landlord shall have, and the Tenant hereby grants to the Landlord, a continuing security interest for all Rent and other sums of money becoming due hereunder from the Tenant, upon all of the Tenant's accounts receivable, inventory, equipment and all other personal property located on the Premises. If an Event of Default occurs, the Landlord shall have, in addition to any other remedies provided herein or by law, all of the rights and remedies afforded to secured parties under the Uniform Commercial Code, as codified in Maryland ("the U.C.C."), including but not limited to (a) the right to sell the Tenant's said property at public or private sale upon ten (10) days' notice to

the Tenant, and (b) the right to take possession of such property without resort to judicial process in accordance with the provisions of Section 9-503 of the U.C.C. The Tenant, on its receipt of a written request therefor from the Landlord, shall execute such financing statements and other instruments as are necessary or desirable, in the Landlord's judgment, to perfect such security interest.

#### ARTICLE 24 - WAIVER AND NOTICE

24.1 No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall not be construed as a waiver of any subsequent, similar default or of any covenant or condition set forth in this Lease except as to the specific circumstances described in such written waiver. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be a payment in full of the stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided. Landlord shall have the right to apply Tenant's payments to any balance or arrearage Tenant has outstanding. Landlord's reentry and acceptance of keys shall not be considered in acceptance of a surrender of this Lease.

#### ARTICLE 25 - WAIVER OF JURY TRIAL

25.1 LANDLORD, TENANT, AND ALL GUARANTORS AND GENERAL PARTNERS OF TENANT AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY AN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF SAID PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

25.2 Tenant consents to service of process and any pleading relating to any such action at the Premises; provided, however, that nothing herein shall be construed as requiring such service at the Premises. Landlord, Tenant, Guarantor and all General Partners of Tenant waive any objection to the venue of any action filed in any court situated in the jurisdiction in which the Building is located and waive any right under the doctrine of forum non conveniens or otherwise, to transfer any such action filed in any such court to any other court.

#### ARTICLE 26 - NOTICES

26.1 All notices required hereunder by either party to the other shall be sent by recognized overnight courier with receipt therefor (such as Federal Express) or by certified mail. Notices to Landlord and Tenant shall be to their respective addresses set forth in Section y1.15. Tenant hereby elects domicile at the Premises for the purpose of all notices, writs of summons, or other legal documents, or process, in any suit, action, or proceeding which Landlord may undertake under this Lease.

#### ARTICLE 27 - BANKRUPTCY

27.1 The following shall be Events of Bankruptcy under this Lease; (a) Tenant, Guarantor or a General Partner becoming insolvent, as that term is defined in Title 11 of the United States Code (the "BANKRUPTCY CODE"), or under the insolvency laws of any state (the "INSOLVENCY LAWS"); (b) appointment of a receiver or custodian for any property of Tenant, Guarantor or a General Partner, or the institution of a foreclosure or attachment action upon any property of Tenant, Guarantor or a General Partner; (c) filing of a voluntary petition by Tenant, a guarantor or a General Partner under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant, Guarantor or a General Partner as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (i) is not dismissed within ninety (90) days of filing, or (ii) results in the issuance of an order for relief against the debtor; or (e) Tenant, Guarantor or a General Partner making or consenting to an assignment for the benefit of creditors or a composition of creditors.

ARTICLE 28 - MISCELLANEOUS

28.1 **BROKERS:** Landlord recognizes the Brokers listed in Section 1.13 ("BROKER(S)") as the sole Broker(s) procuring this Lease and shall pay said Broker(s) a commission therefore pursuant to a separate agreement between said Broker(s) and Landlord. Landlord and Tenant each represent and warrant to one another that except as set forth herein neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this Lease. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for brokerage or other commissions arising from or out of any breach of the foregoing representation and warranty by respective indemnitors.

28.2 **NO REPRESENTATIONS.** Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are being acquired by Tenant except as herein expressly set forth.

28.3 **NO PARTNERSHIP.** Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

28.4 **AUTHORITY.** Landlord and Tenant covenant each for itself, that each has full right, power and authority to enter into this Lease upon the terms and conditions herein set forth. If Tenant signs as a corporation, Tenant does hereby covenant and warrant that each of the persons executing this Lease on behalf of Tenant is a duly authorized and existing corporation, qualified to do business in the state in which the Building is located, that the corporation has full right and authority to enter into this Lease, and that each persons signing on behalf of the corporation were authorized to do so. Tenant shall advise Landlord in writing if the name and address of its resident agent is changed during the Term hereof.

28.5 **FORCE MAJEURE.** If Landlord is in any way delayed or prevented from performing any of its obligations under this Lease due to fire, acts of God, governmental act or failure to act, strike, labor dispute, inability to procure materials or any other cause beyond Landlord's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention.

28.6 **NO RECORDING.** This Lease shall not be recorded in any office legally established for the purpose of giving public notice of real estate records and any attempt to do so may be treated by Landlord as an Event of Default under this Lease. In the event Tenant does record this Lease or any memorandum thereof, Tenant, by such act, irrevocably constitutes and appoints Landlord as its special attorney-in-facto execute any and all documents required to remove the Lease or any memorandum thereof from the public records.

28.7 **GOVERNING LAW.** This Lease is governed under the laws of the jurisdiction in which the Building is located.

28.8 **CAPTIONS.** Section headings are used for convenience and shall not be considered when construing this Lease.

28.9 **SEVERABILITY.** If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

28.10 **TENANT LIABILITY.** If two or more individuals, corporations, partnerships or other persons (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other persons to pay the rent and perform all other obligations hereunder shall be deemed to be joint and several.

28.11 **TIME IS OF THE ESSENCE.** Time is of the essence with respect to each

and every provision of this Lease.

28.12 ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties in regard to the Premises and this Lease and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect. This Lease may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by both parties.

28.13 BENEFIT AND BURDEN. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective heirs, executors, administrators, successors, and assigns. Landlord may freely assign its interest hereunder.

28.14 GENDER AND NUMBER. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions. Landlord herein for convenience has been referred to in the neuter form.

28.15 SURVIVAL. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

28.16 SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute a reservation of or an option for lease, and the same shall not be effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

28.17 PARKING. Tenant, its employees and agents, shall have the right to use the parking space allocation set forth in Section y1.18 at the specified rate, if any, throughout the term of this lease subject, however, to the following restrictions:

(A) Tenant's employees, agents, officers, directors and invitees shall have non-exclusive access to park in the Parking Areas. The "Parking Areas" shall mean those portions of the Common Areas which from time to time are designated by the Landlord for the parking of automobiles and other automotive vehicles while engaged in business upon the Premises (other than while being used to make deliveries to and from the Premises).

(B) The Landlord reserves the right to change the entrances, exits, traffic lanes, boundaries and locations of the Parking Areas. The Landlord reserves the right to designate for the specific account of the Tenant, and/or of other tenants of the Project, specific parking areas or spaces constructed around, within or under the Project. All Parking Areas and facilities which may be furnished by the Landlord in or near the Project, including any employee parking areas, truckways, loading docks, pedestrian sidewalks and ramps, landscaped areas and other areas and improvements which may be provided by the Landlord for the Tenant's exclusive use or for general use, in common with other tenants, their officers, agents, employees and visitors, shall at all times be subject to the Landlord's exclusive control and management, and the Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect thereto. The Landlord shall have the right to (a) police the Common Areas, (b) establish and from time to time to change the level of parking surfaces, (c) close all or any portion of the Common Areas to such extent as, in the opinion of the Landlord's counsel, may be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, (d) close temporarily all or any portion of the Parking Areas, (e) discourage non-tenant parking, and (f) do and perform such other acts in and to the Common Areas as, in the use of good business judgment, the Landlord determines to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and visitors. The Tenant shall cause its officers, agents and employees to park their automobiles only in such areas as the Landlord from time to time may designate by written notice to the Tenant as employee parking areas, and the Tenant shall not use or permit the use of any of the Common Areas in any manner which will obstruct the driveways or thoroughways serving the Parking Areas or any other portion of the Common Areas allocated for the use of others.

28.18 ROOF RIGHTS. Landlord shall have the exclusive right to use all or any portion of the roof of the building for any purposes.

28.19 RULES AND REGULATIONS. Tenant will comply with all Rules and Regulations as stated in Exhibit D of this lease.

28.20 DELIVERIES. It is understood that employees of Landlord are prohibited as such from receiving any packages or other articles delivered to the Building for Tenant and that should any such employee receive any such packages or articles, he or she in so doing shall be the agent of Tenant and not of Landlord.

28.21 EXHIBITS. Each writing or drawing referred to herein as being attached hereto as a schedule, an exhibit or otherwise designated herein as a schedule or an exhibit hereto is hereby made a part hereof.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed under seal by a duly authorized officer, intending to be legally bound hereby, as of the day and year first above written. The covenants of Tenant are joint and several obligations of each party signing as Tenant, and, when the parties signing as Tenant are partners, shall be the obligation of the firm and of the individual members thereof.

Witness/Attest:

TENANT:

NETSOL USA, INC.

/s/ Emaad Burki

(Seal)

Name: Emaad Burki

(Print Name Here)

Title:

Federal Tax Identification Number:

Witness/Attest:

LANDLORD:

BUTERA PROPERTIES V, LLC

BY: /s/ Mark C. Matan

Name: Mark C. Matan

Title: As Agent for Landlord

EXHIBIT A

PREMISES

EXHIBIT B

COMMENCEMENT DATE MEMORANDUM

This Exhibit B is made as of June \_\_\_\_, 2004, by and between by and between BUTERA PROPERTIES V, LLC, hereinafter called Landlord, and NETSOL TECHNOLOGIES INC., hereinafter called Tenant, with reference to the Lease dated June \_\_\_\_, 2004 for the Premises known as 444 North Frederick Avenue. Landlord and Tenant

agree as follows:

1. The Commencement Date is July 1, 2004.
2. The last date of the term shall be June 30, 2007, unless the lease term is terminated or extended.

B. Tenant acknowledges that (a) it is in possession of the Premises, (b) the Lease is in full force and effect, (c) Landlord is not in default under the Lease, and (d) the Premises are accepted by Tenant as having been completed in accordance with the provisions of the Lease.

Witness/Attest:

TENANT:

NETSOL USA, INC.

By:

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(Seal)

Name:

-----

(Print Name Here)

Title:

-----

Federal Tax Identification Number:

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Witness/Attest:

LANDLORD:

BUTERA PROPERTIES V, LLC

BY:

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Name: Mark C. Matan

Title: As Agent for Landlord

EXHIBIT C

SCOPE OF WORK

1. Construct a 3/4 wall partition to create a reception area.
2. Install one side light in the rear office designated in Exhibit A.
3. Construct one data closet approximately 5' x 8'.
4. Paint all new drywall to match existing.

EXHIBIT D

RULES AND REGULATIONS:

Tenant will:

(A) not strip, overload, damage or deface the Premises or hallways, stairways, elevators, parking facilities or other approaches thereto, of said Building, or the fixtures therein or used therewith, nor permit any hole to be made in any of the same;

(B) not suffer or permit any trade or occupation to be carried on or

use made of the Premises which shall be unlawful, noisy, odorous, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on said Building, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by any public authority;

(C) not move any furniture or equipment into or out of the Premises except at such times as Landlord may from time to time designate;

(D) not place upon the interior or exterior of the Building or any window or any part thereof or door of the Premises any placard, sign, lettering, window covering, drapes, hangings or any other item which Landlord in its sole discretion deems unsuitable, except such and in such place and manner, as shall have been first approved in writing by Landlord. The directory of the Building is provided exclusively for the display of the name and location of Tenants only and Landlord reserves the right to exclude any other names therefrom;

(E) park vehicles only in the area from time to time designated by Landlord; Landlord reserves the right to determine the number of parking spaces that shall be used by Tenant. Tenant will not park any vehicles in the Building parking areas other than automobiles, motorcycles, motor-driven or non-motor-driven bicycles or four-wheeled trucks;

(F) not install a television antenna or air conditioning on the roof, in the windows or upon the exterior of the Premises or Building;

(G) use and allow to be used all plumbing within the Premises and the Building only for the purpose for which it was designed, and no foreign substance of any kind shall be thrown therein;

(H) not use any space in the Building or Land for the sale of goods to the public at large or for the sale at auction of goods or property of any kind, nor will Tenant make any room-to-room solicitation of business from other tenants in the Building;

(I) not place additional locks or bolts of any kind on any of the doors or windows, and shall not make any change in any existing lock or locking mechanism therein, without Landlord's prior written consent;

(J) not use the Premises for lodging or sleeping or for any immoral or illegal purpose;

(K) not construct, maintain, use or operate within the Premises or Building or Land any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system without Landlord's prior written consent and Tenant shall not construct, maintain, use or operate any such loud speaker or sound system outside of the Premises;

(L) not obstruct or encumber or use for any purpose other than ingress and egress to and from the Premises any sidewalk, entrance, passage, court, elevator, escalator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by Tenant. The entrances, passages, elevator, escalators, vestibules, stairways, corridors and halls are not open to the general public; Landlord will in all cases retain the right to control and prevent access to such areas of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Land, Building and the Building's tenants, provided that nothing contained in this Lease will be construed to prevent such access to persons with whom any tenant in the Building normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities;

(M) comply with all reasonable rules or regulations from time to time established by Landlord for the operation and maintenance of the Building provided that Tenant has written notice of same and provided further that, in the event of a conflict between the provisions of such rules and regulations and the provisions of this Lease, the provisions of this Lease shall control; and

(N) not manufacture any commodity therein, without the prior written consent of Landlord;

(O) not smoke nor permit its employees, agents, customers, invitees,

or contractors to smoke in the Building except in the areas designated by the Landlord as smoking area;

(P) comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency;

(Q) not use in the Premises or in the public halls of the Building any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant will not bring any other vehicle of any kind into the Building;

(R) not use or permit the use of the Building, its parking areas or its common areas for purposes of hosting any activities or events, including, but not limited to, company picnics, fairs, bazaars, promotional events, demonstrations or rallies;

(S) HVAC service shall be provided to the Premises Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturday from 8:00 a.m. to 2:00 p.m., and janitorial service Monday through Friday, except New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other person, nor prevent Landlord from thereafter revoking such waiver and/or enforcing any such Rules and Regulations against any or all of the tenants of the Building. These Rules and Regulations are in addition to, and will not be construed in any way to modify or amend, in whole or in part, the covenants and conditions of any lease of premises in the Building. If any provisions of these Rules and Regulations conflicts with any provision of such leases, the terms of the leases shall prevail. Tenant will be responsible for the observance of all the foregoing rules by Tenant and Tenant's agents



CONSENT OF  
KABANI & COMPANY  
CERTIFIED PUBLIC ACCOUNTANTS

We hereby consent to the inclusion in this Registration Statement on Form SB-2 (Registration No. 333-116512) and in the related Prospectus, of our report dated August 11, 2003, relating to the financial statements of NetSol Technologies, Inc. the year ended June 30, 2003. We also consent to the reference to our Firm under the caption "Experts" in such Prospectus.

/s/ Kabani & Company

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KABANI & COMPANY  
CERTIFIED PUBLIC ACCOUNTANTS  
FOUNTAIN VALLEY, CALIFORNIA  
DATE: JULY 21, 2004

CONSENT OF  
MALEA FARSAI, ESQ.

I hereby consent to reference to me under the caption "Experts" in this Registration Statement on Form SB-2 (Registration No. 333-116512) and in the related Prospectus.

/s/ Malea Farsai

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MALEA FARSAI  
GENERAL COUNSEL  
NETSOL TECHNOLOGIES, INC.  
CALABASAS, CALIFORNIA  
DATE: JULY 21, 2004