

Dated:

LETTER OF APPOINTMENT

Mr/Ms/Mrs. _____

Address:

Dear Mr/Ms/Mrs. _____,

I am writing to confirm our decision to appoint you on the Board of Directors of Maya Entertainment Limited (hereinafter referred to as the Company) with effect from _____. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Appointment

1.1 You are appointed as a Non-Executive Independent Director on the Board of Directors of the Company with effect from _____. Your appointment is subject to appointment by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013.

1.2 The term Independent Director should be construed as defined under the Companies Act, 2013.

1.3 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company.

2. Committees

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. Time Commitment

3.1 As a Non-Executive Independent Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. You will be expected to attend Board, as well as Board Committees to which if you are appointed and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Mumbai.

3.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. Role and Duties

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. The Board expects you to follow the Code for Independent Directors provided under Schedule IV of the Companies Act, 2013 during your tenure in the Company as an Independent Director. You are requested to kindly read Roles and Functions as well as Duties of Independent Director as given in the said schedule and follow the same during your tenure (copy of the schedule enclosed as Annexure 1)

5. Status of Appointment

5.1 You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board from time to time.

6. Conflict of Interest

6.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

6.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to the Board of Directors through the Company Secretary.

7. Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company on cessation. Your attention is also drawn to the requirements under the applicable regulations and the Aptech Code of Conduct which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

8. Evaluation

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

9. Disclosure of Interest

The Company must be informed of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice on annual basis that you are interested in any contracts with a particular person, firm or company will be requested by the Company Secretary.

10. Related Party Transaction

The Company should be given notice of any potential Related Party Transaction involving you or your relative.

11. Termination

- a. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice to the Board.
- b. Your appointment may also get terminated in accordance and in the manner as provided in the Companies Act, 2013.

12. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

On behalf of the Board of Directors
Of Maya Entertainment Limited

Wholetime Director / Director