Appointment of Independent Director

Date: _____

To,
Mr. _____

Dear Sir,

Sub.: Appointment as an Independent Director of Cura Technologies Limited (the "Company")

On behalf of the Board of Directors ("**Board**") of Cura Technologies Limited (the "**Company**"), I take immense pleasure in confirming your appointment as an Independent Director of the Company, pursuant to the approval of your appointment by the Members of the Company in the ---- -- Annual / Extra Ordinary General Meeting held on ----------, 20--- and as approved by the Board at their meeting held on , 20--.

Your appointment and other terms and conditions are subject to Company policy, Articles of Association of the Company, the relevant and applicable provisions of the Companies Act, 2013 (the "Act") read with Schedule IV of the Act and Rules made thereunder.

This letter of appointment sets out the terms and conditions covering your appointment, which are as follows:

APPOINTMENT:

1. You have been appointed as an Independent Director on the Board of the Company with effect from ---------, 202- for a period of ____ (____) consecutive years, unless otherwise terminated earlier, in terms of the provisions of Section 168 or Section 169 of the Act, as applicable.

2. In compliance with provisions of section 149(13) of the Act, the provisions of Section 152 (6) and (7) in respect of retirement of directors by rotation shall not be applicable to your directorship.

3. Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined under section 167 of the Act.

4. Upon termination or upon your resignation for any reason, which shall be duly intimated to the Company, you will not be entitled to any compensation for loss of your office. You will strictly abide by the Code for Independent Directors detailed in Schedule IV of the Act, which is enclosed to this letter as Annexure A.

5. As advised by the Board, during the tenure of office, you may be required to serve on one or more of the committees of the Board established by the Company. Upon your appointment to any one or more committees, you will be provided with the appropriate details and functions of the committee.

6. The Board expects you to dedicate sufficient time and attention towards the business affairs

of the Company and participate actively / constructively in:

- All meetings of the Board;
- Committee(s) in which you are a member or Chairperson;
- General meeting of the Company; and
- Annual Meeting of the Independent Directors.

7. 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.

ROLE:

8. In addition to the role specified under Schedule IV of the Act, you are expected to bring an independent judgement to the Board's discussions especially on the issues of strategy, performance, risk management resources, key appointments and standards of conduct.

9. You are further expected to provide an objective view in the evaluation of performance of Board and Management and further scrutinize the performance of management in meeting agreed goals and objectives of the Company.

DUTIES:

10. You will adhere to the below mentioned duties as specified under Section 166 of the Act in addition to the duties mandated under Schedule IV of the Act:

i. You shall act in accordance with the Company's Articles of Association of the Company, as may be amended from time to time.
ii. You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company, its employees, shareholders, the community and for the protection of environment.
iii. You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgement.
iv. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
v. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates and if found guilty of making any undue gain, you shall be liable to pay an amount equal to the gain to the Company.
vi. You shall not assign your office as Director and any assignments so made shall be void.

11. In addition to the above, you shall abide by the Code of Conduct devised by the Company for the Board and Senior Management.

LIABILITY:

12. As an Independent Director of the Company you shall have the same responsibilities like any other director on the Board. However, you shall be held liable, in respect of such acts or omissions or commission of the Company, which had occurred with the knowledge, attributable through Board processes, and with your consent or convenience or where you had not acted diligently.

FEES/ COMMISSION/ REIMBURSEMENT OF EXPENSES:

13. Subject to the provisions of the act and Articles of association of the company, you will be paid sitting fees of ₹ ---------- /- for attending every meeting of the Board as a director. Further, you will also be paid the applicable sitting fee for attending every meeting of the committees of the Board, in which you are nominated as a member. The sitting fee payable shall be amended by the Board from time to time as it may deem appropriate, subject to the overall ceiling as prescribed in the Act / rules as applicable at the time of amendment.

14. The Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties as an Independent Director of the Company.

15. In addition to the above, you shall also be paid remuneration by way of commission as may be approved by the Board and the Members of the Company, subject to the overall limit as prescribed in the Act / Rules as applicable from time to time.

16. You will have no entitlement to participate in any employee stock option scheme operated by the Company. However, if law permits for issuance of such benefits to an independent director then the same will be considered by the Board for issuance.

17. During your tenure as an independent director, the Company may seek your professional advice / service if required on certain issues whenever appropriate, at the company's expense, subject to the same being within the prescribed limits under Section 149 of the Act.

OTHER COMPLIANCES

18. During the tenure as an Independent Director of the Company, you will comply with all applicable and related provisions of the Act, and any other applicable Law or Regulation in force.

19. You are requested to maintain the limits of directorship / committee membership / and chairmanship as required under Section 165 of the Act read with the applicable rules made thereunder. Further, you shall inform the Company about the appointment / cessation of your Directorship / membership in any committee of the Board of any other company/entity in the requisite format.

20. After the first meeting of the Board in every financial year or whenever there is any change in circumstances which may affect your status as an Independent Director, you are required to give a declaration to that effect confirming that you meet the criteria of Independence (as required under section 149(6)/149(7) of the Act).

21. You are requested to furnish disclosure of interest to the Company as required under section 184 and 164(2) of the act as well as avoid any conflicts, in respect to the same.

22. You shall be required to attend the annual meeting of independent directors without the attendance of non-independent directors and members of the management to:

(a) review the performance of non-independent directors and the Board as a whole;

(b) review the performance of the Chairperson of the company, taking into account the views of

executive directors and non-executive directors; and

(c) assess the quality, quantity and timeliness of flow of information between the Company's management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

23. During your tenure with the Company in case you get disqualified as provided in Section 164(1) of the Act, you are requested to intimate the Company in the requisite format prescribed under Section 164(2) of the Act read with Rule 14(1) of the Companies (Appointment and Qualification of Directors) Rules, 2014.

24. You are also requested to ensure that during the continuance of your tenure as an Independent Director of the Company, the conditions as prescribed under Section 167 of the Act are not attracted resulting in vacation of your office.

SKILL DEVELOPMENT:

25. On an ongoing basis, the Company will make arrangements for you to develop and refresh your skills and knowledge in areas which we mutually identify as being likely to be required, or of benefit to you, in carrying out your duties effectively. You shall endeavor to make yourself available or any relevant training sessions which may be organised by the Company in this regard.

CONFIDENTIALITY

26. You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law.

27. Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code, 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.

28. Upon termination of your appointment with the Company (for whatever cause), you shall deliver to the Company all documents, records, papers or other company property which may be in your possession or under your control, and which relate in any way to the business affairs of the company, you shall not retain any copies thereof.

REVIEW PROCESS:

The Board will evaluate your performance as an independent director, as per the evaluation criteria laid down by the Nomination and Remuneration Committee of the Company. After due review of your performance, it shall be determined whether to extend or continue your term.

PUBLICATION OF LETTER OF APPOINTMENT

1. This letter and any non –contractual obligations arising out of or in connection with this letter are governed by, and shall be construed in accordance with, the laws of India.

2. In terms of Schedule IV of the Act, your letter of appointment will be displayed on the Company's website https://playeven.in/ and the same shall be open for inspection at the registered office of the Company by any Member during nominal business hours.

3. Please confirm your agreement to the above terms and conditions by signing and returning to me the enclosed duplicate of this Letter.

Yours sincerely,

For **Cura Technologies Limited**
Sd/-

_____
_____

I have read and agreed to the above terms regarding my appointment as an Independent Director of Cura Technologies Limited.

Sd/-

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TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENTDIRECTORS

The terms and conditions of appointment of Independent Directors are subject to the extent provisions of the (i) applicable laws, including the Companies Act, 2013 ('2013 Act') and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR") and (ii) Articles of Association of the Company.

The broad terms and conditions of their appointments as Independent Directors of the Company are reproduced hereunder:

APPOINTMENT

The appointment will be for the period mentioned against their respective names **("Term").** The Company may disengage Independent Directors prior to completion of the term subject to compliance of relevant provisions of the 2013 Act.

As Independent Directors, they will not be liable to retire by rotation.

Reappointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. The reappointment would be considered by the Board based on the outcome of the performance evaluation process and the directors continuing to meet the independence criteria.

The directors may be requested to be a member / Chairman of any one or more Committees of the Board which may be constituted from time to time.

ROLE, DUTIES AND RESPONSIBILITIES

1. As members of the Board, they along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

    - Requirements under the Companies Act, 2013
    - Accountability under the Director's Responsibility Statement.

2. They shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166).

3. They are particularly requested to provide guidance in their area of expertise.

TIME COMMITMENT

They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.

REMUNERATION

As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members. The sitting fees for attending each

meeting of the Board and its Committees would be as determined by the Board from time to time.

In addition to the sitting fees, commission that may be determined by the Board may also be payable to them. In determining the amount of this commission, the Board supported by the Nomination and Remuneration Committee may consider performance of the Company and their performance as evaluated by the Board.

Further, the Company may pay or reimburse to the Director such expenditure, as may have been incurred by them while performing their role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by them for accommodation, travel and any out of pocket expenses for attending Board/ Committee meetings, General Meetings, court convened meetings, meetings with shareholders/creditors/management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice from independent advisors in the furtherance of their duties as Independent Directors.

TRAINING AND DEVELOPMENT

The Company may conduct formal training program for its Independent Directors.

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

PERFORMANCE APPRAISAL / EVALUATION PROCESS

As members of the Board, their performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS

During the Term, they agree to promptly notify the Company of any change in their directorships, and provide such other disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary.

During their Term, they agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect their status as an Independent Director.

CHANGES OF PERSONAL DETAILS

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

DISENGAGEMENT

They may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by them in the notice, whichever is later.

Their directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Directors prior to completion of Term (subject to compliance of relevant provisions of the 2013 Act) upon the director failing to meet the criteria for independence as envisaged in Section 149(6) of the 2013 Act.

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