

Date:

To

Sub: Appointment as Independent Director

1. Appointment

- 1.1. Your appointment as an Independent Director of the Company will be for an initial term upto _____, unless terminated earlier or extended as per the provisions of this letter or applicable laws ("Term"). As an Independent Director you will not be liable to retire by rotation.
- 1.2. Re-appointment, if any, 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. Your re-appointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

2. Role, duties and responsibilities

- 2.1. As member of the Board you along with other Directors will be collectively responsible for meeting the objectives of the Board which include:
 - Compliance with the requirements under the Companies Act, 2013;
 - "Responsibilities of the Board" as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement;
 - Accountability under the Director's Responsibility Statement;
 - Overseeing the maintenance of Corporate Governance standards of the Company and ethical conduct of business; and
 - Protecting and enhancing Zee brand and effectively represent and promote interest of Company's stakeholders.
- 2.2. You shall abide by the 'Code For Independent Directors' as outlined in Schedule IV of the Companies Act, 2013 and duties of directors as provided in the said Act and in Clause 49 of the Listing Agreement.
- 2.3. The Board of Directors of the Company may from time to time nominate you:
 - on various Committee's and/or Sub-Committees of the Board and upon such nomination you would be expected to serve on such Committee(s) in accordance

with the scope and terms of reference of such Committee as may be approved by the Board from time to time;

- as an Independent Director on the Board of any of the Subsidiary(ies) of the Company and upon such appointment, you would be expected to serve on the Board of such subsidiary company(ies) as its Independent Director. Such Indian Subsidiary Company may issue requisite appointment letter in accordance with Section 149 of the Companies Act, 2013.

Unless approved by the Board otherwise, your nomination and appointment in any of the Committee(s) or on the Board of such Subsidiary(ies) shall automatically terminate upon termination of your appointment as a Director of the Company.

2.4. You shall comply with various Codes and Policies applicable to Directors and approved by the Board / Board Committee's from time to time. As on date the Board of Directors of the Company has approved Code of Conduct for Directors & Senior Executives, Insider Trading Code and Whistle Blower Policy.

3. Time Commitment

3.1. Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

4. Remuneration

4.1. As an Independent Director of the Company, you shall be paid sitting fees for attending the meeting(s) of the Board and/or the Committees (other than Stakeholders Relationship Committee) to which you may be nominated as a member. The Sitting Fee payable per meeting currently is Rs 20,000/- which may be revised from time to time as may be decided by the Board.

4.2. In addition to the sitting fees, profit related commission may also be payable to you on a yearly basis. In determining the amount of such commission, the Nomination and Remuneration Committee may consider various factors as disclosed in the remuneration policy of the Company. The factors that may be considered for such payment may include attendance at Board/Committee meetings, contribution at Board and Committee meetings, guidance and support provided to senior management of the Company outside of Board meetings, industry practices, performance evaluation parameters and performance of the Company.

4.3. The Company shall pay or reimburse reasonable expenditure that you may have incurred while performing your role as an Independent Director of the Company. This

will include reimbursement of any expenditure incurred by you for attending Board / Committee meetings, General Meetings, Meetings with the Management, site visits, induction and training (organized by the Company for Directors) and subject to prior consent of the Board, in obtaining any professional advice from independent advisors in furtherance of your duties as an Independent Director.

5. Insurance

The Company shall in the normal course take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time. A copy of the policy document will be supplied to you on request any time.

6. Induction and Development

The Company may, if required, conduct formal induction program for its Independent Directors which may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members;
- Company's vision, strategic direction, core values, ethics and corporate governance practices; and
- Familiarization with financial matters, management team and business operations;

The Company shall, 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.

7. Performance Appraisal / Evaluation Process

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director will be done by all the other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and 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. An indicative list of factors that may be evaluated as part of this exercise shall include:

- Participation and contribution by a director, in meeting(s) of the Board and/or Committees;
- Commitment (including guidance provided to senior management outside of Board/ Committee meetings);
- Effective deployment of knowledge and expertise;
- Integrity and maintenance of confidentiality;

- Independence of behaviour and judgment; and
- Impact and influence.

8. Disclosures, other directorships and business interests

During the Term, you agree to promptly:

- notify the Company of any change in your other directorships / shareholding etc., and provide such other disclosures and information as may be required under the applicable laws;
- disclose particulars, if any, of any potential conflict of interest with your position as an Independent Director of the Company;
- provide a declaration under Section 149(7) of the Companies Act 2013, upon any change in circumstances which may affect your status as an Independent Director.
- 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.

9. Confidentiality

- 9.1. You must apply the highest standards of confidentiality and not disclose any confidential information concerning the Company, its subsidiary and any other Group Companies with which you may come in contact by virtue of your position as a Non-Executive Independent Director of the Company. Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.
- 9.2. Your attention is drawn to the applicability of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 and the Insider Trading Code of the Company, prohibiting disclosure or use of unpublished price sensitive information relating to or involving the Company. Consequently you should avoid making any statement or carry out any activity that might risk a breach of these requirements.
- 9.3. Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interests of the Company.

10. Termination

- 10.1. Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Companies Act, 2013, your directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Non-Executive Directors in the Company.

- 10.2. You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for such resignation. The resignation shall take effect from the date on which any such notice of resignation is received by the Company or the date, if any, specified by you in the notice, whichever is later.
- 10.3. If at any stage during the Term of your appointment as 'Independent Director', there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Companies Act, 2013 or, if applicable, you fail to meet the criteria for "independence" under the provisions of Clause 49 of the Listing Agreement, you agree to promptly submit your resignation to the Company with effect from the date of such change.
- 10.4. On termination of the appointment you will deliver back to the Company all books, documents, papers and other property of or relating to the business of the Company or its subsidiary or any other group Company which are in your possession, custody or power by virtue of your position as a Non-Executive Independent Director of the Company.

11. Co-operation

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your Term, you agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

12. Miscellaneous

- 12.1. This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- 12.2. No waiver or modification of this letter shall be valid unless issued by the Company and accepted by you.
- 12.3. As per Clause 49 of the Listing Agreement, if applicable, terms of your appointment as Independent Director along with your detailed profile as may be required will be disclosed on the website of the Company and/or the relevant stock exchanges.

13. Acceptance of Appointment

We are confident that the Board and the Company will continue to benefit immensely from your rich experience. You are requested to provide your confirmation to these terms of appointment by signing and returning the enclosed copy of this letter.

We thank you for your continued support and commitment to the Company.

Yours Sincerely,
For Zee Media Corporation Limited

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

Name:

Date:

Place: