Draft Appointment Letter as Independent Director of the Company

We thank you for consenting to, and providing confirmation of your eligibility to, act as a Director of Zee Entertainment Enterprises Limited (the "**Company**") and your further confirmation that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("**2013 Act**") and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 **("Listing Regulations 2015"),** as amended. Pursuant to your consent/confirmation and upon the recommendation of the Nomination & Remuneration Committee, the Board of Directors have approved your appointment as an Additional Director in the category of Independent Director of the Company, with effect from _____. As per applicable provisions of the 2013 Act, you shall continue to be Additional Director in the category of Independent Directors till the ensuing Annual General Meeting wherein the members shall consider your appointment as an Independent Director.

Pursuant to **Listing Regulations 2015** and Schedule IV of the 2013 Act, the Company is required to issue a formal letter of appointment. This letter, therefore, sets out the terms of your appointment as an Independent Director of the Company. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of (i) applicable laws, including the 2013 Act and Listing Regulations 2015 (as amended from time to time) and (ii) the Articles of Association of the Company ("**AOA**").

1. Appointment

Your appointment subject to your re-election at the ensuing Annual General Meeting, will be for an initial term of 3 (three) years 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.

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.

As may be decided by the Board from time to time, you may be nominated to any of the following Committees of the Board

- Audit Committee;
- Nomination and Remuneration Committee;
- Corporate Social Responsibility Committee
- Risk Management Committee;
- Stakeholders Relationship Committee;
- Committee of the Board / Executive Committee;
- Any other Committee as may be constituted by the Board during the term of your appointment

The mandate(s) of each of the aforesaid Committee(s) shall be briefed to you. The Board may reconstitute the composition of any/all such Committees from time to time and any such change shall be properly communicated to you. In such an event you may also be required to serve on other Committees of the Board.

2. Role, duties and responsibilities

2.1. As member of the Board, you along with the other Directors, will be collectively responsible for meeting the objectives of the Board which include:

- Compliance with the requirements under 2013 Act;
- "Responsibilities of the Board" as outlined under Regulation 4(2)(f), 25(4) and 25(8) of the Listing Regulation 2015;
- Accountability under the Directors' Responsibility Statement;
- Overseeing the maintenance of Corporate Governance standards of the Company and ethical conduct of business; and
- Protecting and enhancing the 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 to section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section166) and as provided in the Listing Regulations 2015. The relevant provisions have already been shared with you for your reference and any modification or amendment will be communicated to you from time to time.

3. Time Commitment

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

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. 30,000/- which may be revised from time to time as may be decided by the Board.

In addition to the sitting fees, profit related commission may also be payable to you on a yearly basis. In determining the amount of this commission, the Board/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.

Further, the Company shall pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you 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, Meeting 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. Code of Conduct

As an Independent Director of the Company, you agree to comply with the ZEEL Code of Conduct for Directors and Senior Executives. For your reference, the Code of Conduct for Non-Executive Directors briefly includes the following:

- Directors of the Company will always act in the interest of the Company and ensure that there is no conflict of interest with the operations of the Company and his/her role therein,
- Directors will comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to such Directors in their individual capacities,

- Directors will safeguard the confidentiality of all information received by them by virtue of their position.

Unless specifically authorised by the Company, you shall not disclose Company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents or distributors.

Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

We would also like to draw your attention to the applicability of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Insider Trading Policy, prohibiting disclosure or use of unpublished price sensitive information relating to or involving the Company.

Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

All Independent/Non-Executive Directors are required to sign a confirmation of compliance of the Code of Conduct on an annual basis.

7. 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.

8. Performance Appraisal / Evaluation Process

As per regulation 17(10) of the Listing Regulation 2015, 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 will include your performance and also your fulfilment of independence criteria as specified in the Listing Regulations 2015 and independence from the management and will 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. 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.

9. Disclosures, other directorships and business interests

During the Term, you agree to promptly

- notify the Company of any change in your directorships/shareholding etc. and provide such other disclosures and information as may be required under the applicable laws.
- You will also agree that upon becoming aware of any potential conflict of interest with your position as an Independent Director of the Company you shall promptly disclose the same to the Company Secretary.
- provide appropriate declaration under Section 149(7) of 2013 Act, upon any change in circumstances which may affect your status as an Independent Director.
- provide declaration under Regulation 25 (8) of the Listing Regulations 2015; and
- intimate the Company Secretary and Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

10. Confidentiality

10.1 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 an Independent Director of the Company. Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

10.2 Your attention is drawn to the applicability of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the Insider Trading Code and Policy on Disclosure of Unpublished Price Sensitive Information 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.

10.3 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.

11. Termination

11.1. 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 2013 Act, your directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Non-Executive Directors in the Company.

11.2. 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.

11.3. 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 2013 Act or you fail to meet the criteria for "independence" defined under the Listing Regulations 2015, you agree to promptly submit your resignation to the Company with effect from the date of such change.

11.3. 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.

12. 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.

13. Miscellaneous

13.1. 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.

13.2. No waiver or modification of this letter shall be valid unless issued by the Company and accepted by you.

13.3. As per regulation 46(2)(b) of the Listing Regulations 2015, 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.

Acceptance of Appointment

We are confident that the Board and the Company will benefit immensely from your rich experience and the Company is eager to have you as an integral part of the growth of the Company. If these terms of appointment are acceptable to you, please confirm your acceptance 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 Entertainment Enterprises Limited

Company Secretary

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: