

**Terms of Appointment of Independent Director (“ID”) on the Board of Directors (Board) of
B4U Television Network India Limited (“B4U” or “the Company”)**

1. Position

- 1.1 The role of ID is a non-executive role in that it does not carry any executive responsibilities, liability or authority.
- 1.2 The term ID should be construed as defined under the Companies Act, 2013 together with the Rules notified there under (including any re-enactments thereof or modifications thereto) (referred to as “the Act”).
- 1.3 You will not be an employee of the Company and this letter shall not constitute a contract of employment.

2. Tenure

- 2.1 Your appointment takes effect from (_____) and shall be valid up to Annual General Meeting to be held in Calendar Year _____ unless terminated earlier.
- 2.2 Your appointment will be subject to the provisions of the Applicable laws and the Articles of Association of the Company.

3. Committees

- 3.1 In addition to your role as an ID you have been appointed on/continue to hold positions in the following Committee of the Board:
 1. Audit Committee
 2. Nomination and Remuneration Committee
- 3.2 The Charter of the above Committee(s) detailing the roles, responsibilities, powers, etc. is approved and amended by the Board from time to time. We shall separately share a copy of the Charter of the above Committee(s) with you.
- 3.3 The Board may, if it deems fit, subject to your consent, invite you for being appointed on one or more additional Board Committees whether existing or that may be set up in the future.
- 3.4 Your appointment on any Board Committee(s) will be subject to the provisions of the Applicable laws.

4. Time Commitment

- 4.1 The Board meets at least four times in a year.
- 4.2 You will be expected to attend meetings of Board and Board Committees to which you are/may be appointed and also the Shareholders meetings and commit sufficient time to ensure fulfilment of your duties and responsibilities effectively.

5. Role, Duties & Responsibilities

- 5.1 As an ID you are expected to bring objectivity and independence of view to the Board’s discussions and to help them provide 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 that benefits the Company and its stakeholders.

5.2 The duties and responsibilities of an ID are same as other Directors. There are, however, additional roles and duties required of an ID under the applicable laws.

5.3 Without prejudice to above, you shall be under an obligation to comply with all other laws as are applicable with respect to your appointment as a Director of the Company.

6. Code of Conduct

6.1 B4U Code of Conduct (“Code”) is applicable to all Directors.

6.2 A copy of the Code shall be made available to you upon your request.

6.3 The Company may lay down additional policies which may be applicable to an ID. The Company will suitably communicate the same to you before such additional policies become effective.

6.4 You shall abide by the Code and such other policies that may be adopted by the Company applicable to an ID.

7. Liabilities

7.1 As an ID, you shall be held liable, only in respect of such acts of omission or commission by the Company which had occurred with your knowledge, attributable through Board and Committee processes, and with your consent or connivance or where you had not acted diligently.

8. Remuneration & Entitlements

8.1 You shall be entitled to sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time, and

8.2 The remuneration payable to Non-Executive Directors is subject to the approval of the shareholders of the Company and the limits prescribed under the provisions of the Act.

8.3 Additionally, you will be entitled to reimbursement of expenses incurred by you in connection with the attending of Board meetings, Board Committee meetings, and General meetings and in relation to the business of the Company towards hotel accommodation, travelling and other out-of-pocket expenses subject to approval and discussion.

9. Disclosures

9.1. Initial Disclosures:

9.1.1. At the first meeting of the Board in which you participate as a director you shall disclose your concern or interest in any company/ies or bodies corporate, firms, or other association of individuals which shall include your shareholding, in the manner prescribed under the Act.

9.2. Continual Disclosures:

9.2.1. At the first meeting of the Board in every financial year and whenever there is any change in the disclosures already made, then within 30 days of such change, you shall disclose your

concern or interest in any company/ies or bodies corporate, firms, or other association of individuals which shall include your shareholding, in the prescribed manner under the Act.

9.2.2. During your appointment as an ID, if there is any change in the circumstances that affect your independence, you shall immediately inform the Company of the same.

9.2.3. You may be required to furnish additional disclosures to the Company as per the requirements of other laws that are/may be applicable to the Company within such period and at such intervals as may be informed to you by the Company.

10. Induction & Training

10.1 The Company provides all new Directors with an induction which will include familiarization, program, including briefings from management.

10.2 The induction program covers familiarization of the Director with the Company, his role, rights, responsibilities in the Company, nature of the industry, business model of the Company, etc.

10.3 Please avail yourself of these opportunities as fully as is appropriate to your personal circumstances.

11. Performance Evaluation

11.1 The performance evaluation of the Board as a whole and the individual Directors shall be in accordance with the policy of the Company for Board Evaluation.

11.2 The criteria for evaluation shall be determined by the Nomination and Remuneration Committee of the Board of Directors.

11.3 The outcome of performance evaluation shall be considered to determine whether to extend or continue the term of your appointment as an ID.

12. Termination/Vacation

12.1 You may resign from your position at any time and should you wish to do so, you are requested to serve a written notice on the Board.

12.2 Your appointment may also be terminated in accordance with the provisions of the Act and Articles of Association of the Company from time to time in force.

12.3 Any such termination shall be with a notice of 24 hours on either side.

12.4 Upon your resignation/ termination as a Director, you shall, with immediate effect, cease to be a member of the Committee(s) of the Board in which you are appointed.

12.5 Further, your office is liable to vacation on the grounds prescribed under the Act.

13. Confidential Information

- 13.1 "Confidential Information" means all non-public information including but not limited to trade secrets, confidential business information, technical information and know-how, formulations, drawings, prints, material specifications, customer details, etc.
- 13.2 As an ID, you may have access to and /or knowledge of Confidential Information. You shall use Confidential Information only in the performance of your duties as an ID.
- 13.3 You shall hold Confidential Information in confidence and trust.
- 13.4 You shall ensure that Confidential Information is not disclosed or divulged to any person in any manner whether directly or indirectly in full or in part, both during and after your Term as an ID without prior clearance from the Managing Director unless required by law or by the rules of any stock exchange or regulatory body.

14. Communication

- 14.1 All communication to B4U Television Network India Limited shall be addressed to the following address:
To,
The Director
B4U Television Network India Limited
Plot No. 114, Road No. 15, Nxt to SRL Ranbaxy,
MIDC, Andheri (East), Mumbai 400093
- 14.2 All communication to you shall be addressed to the following address:

- 14.3 In case of any change in the above information on either side, the same shall be communicated promptly to the other party.

15. Governing Law

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