Zinema Media and Entertainment Limited

CIN: L93190TN1984PLC096136

Terms and conditions of Appointment of Independent Directors

1. Appointment

In accordance with the provisions of the Companies Act, 2013 ("**Act**") and other applicable laws, you will serve as an Independent Director of the Board from ____ ("date of appointment") to _____ ("**First Term**"). As an Independent Director you will not be liable to retire by rotation and your appointment is subject to the approval of shareholders at the ensuing Annual General Meeting of the Company.

In terms of the Act, you may be eligible to serve as an Independent Director for another term of up to maximum 5 years, subject to the recommendation of the Nomination and Remuneration Committee and passing of special resolution by the shareholders of the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the applicable laws, including the Act and the Securities and Exchange Board of India (Listing Obligations & Disclosure Requirements) Regulations, 2015 ("**Listing Regulations**") as amended from time to time) and (ii) Articles of Association of the Company ("**AOA**").

In the event of any conflict between the terms and conditions mentioned herein and provisions of the Act, Listing Regulations or any other law in force ("**applicable Laws**") at the relevant time including any amendments thereof, provisions of the applicable laws shall prevail.

Also please note that this is not a full-time appointment. Although an officer of the company under the Act, you are not an employee of the Company and this letter does not constitute a Contract of Employment.

2. Role, duties and responsibilities

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

- help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources and key appointments,
- valuation of the performance of the Board and the Management,
- satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible,
- Accountability under the Directors' Responsibility Statement.
- perform roles & responsibilities as requirements under the Act,
- perform roles & responsibilities of the Board as outlined in the Listing Regulations,

B. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to Section 149(8) of the Act, and the duties of directors as provided in the Act (including Section 166) and in Regulation 4(2)(f) of the Listing Regulations.

C. You will provide guidance to the Board in your area of expertise.

3. Professional Conduct for Independent Directors

As an Independent Director, you shall:

i. uphold ethical standards of integrity and probity;

ii. act objectively and constructively while exercising your duties;

iii. exercise your responsibilities in a bona fide manner in the interest of the Company;

iv. devote sufficient time and attention to your professional obligations for informed and balanced decision-making;

v. not allow any extraneous considerations that may vitiate your exercise of objective independent judgement in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgement of the Board in its decision-making;

vi. not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;

vii. refrain from any action that could lead to a loss of your independence;

viii. ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly;

ix. assist the Company in implementing the best corporate governance practices.

4. Board Committees

During your tenure of office, you may be required to serve on one or more of the existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable laws.

5. Remuneration

As an Independent Director you will be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time.

Further, the Company may pay or reimburse to you such expenditure that may be incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you 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, participating in induction and training programmes (organized by the Company for Directors) and/or obtaining professional advice (subject to the expense being reasonable) from independent advisors in the furtherance of your duties as an Independent Director.

6. Time Commitment

Considering the nature of the role required to be performed by an Independent Director, it is not feasible for the Company to define precise parameters regarding the time commitment required. However, you agree to devote such time as may be reasonably necessary for the effective discharge of your duties, responsibilities, and obligations as an Independent Director of the Company.

7. Insider Trading Rules

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 Code of Conduct on Prevention of Insider Trading adopted by the Company, which prohibits communication or use of unpublished price sensitive information. Being a Director of the Company, **you are classified as a designated person of the Company** and hence are prohibited from dealing in the Company's securities during the period when the trading window is closed.

The Code of Conduct on Prevention of Insider Trading adopted by the Company is available on the Company's website are you are requested to go through it & comply with the same.

8. Confidentiality

All information acquired during the tenure of appointment is confidential to Company and should not be released, either during the appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman of the Board of Directors unless required by law or by the rules of any stock exchange or regulatory body.

9. Training and Development

The Company may, if required, conduct formal training programmes/ familiarization programmes for its Independent Directors. The training programmes 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,
- Familiarization with financial matters, management team and business operations,
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

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.

10. Disclosures, other directorships and business interests

It is accepted and acknowledged that you have business interests other than those of the Company and have declared conflicts, if any that are apparent at present. In the event that you become aware of any potential conflict of interest with your position as Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary and provide such other disclosures and information as may be required under the applicable laws. By signing this letter, you hereby confirm that as on date of this letter, you have no such conflict of interests with your existing directorships.

Upon any change in circumstances which may affect your status as an Independent Director, you agree to promptly provide a declaration under Section 149(7) of the Act.

11. Independent Directors' discussion

Annually and when required, the Independent Directors meet without the presence of Non-Independent Directors and members of the Management. At this meeting, the Independent Directors inter alia evaluate the performance of the Non-Independent Directors and the Board of Directors as a whole, evaluate the performance of the Chairman of the Board and discuss aspects relating to the quality, quantity and timeliness of the flow of information between the Company, the Management and the Board.

12. Changes in personal details

During your Term, you 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.

13. Disengagement

You may resign as Director of the Company by giving 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 you in the notice, whichever is later.

Provided, your resignation shall not have any effect on your responsibilities that exists during the term you served as an independent director of the Company.

We look forward to your support and commitment towards the Company.

By the Board of Directors,
Zinema Media and Entertainment Limited
Email-id: trivikramaindurtries@gmail.com