

February 1, 2024

To,
The Company Secretary
Zee Entertainment Enterprises Limited
18th Floor, A Wing, Marathon Futurex,
N M Joshi Marg, Lower Parel,
Mumbai 400013

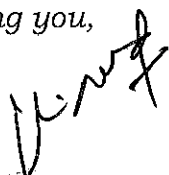
Madam/ Dear Sir,

Re : DP and CL ID IN30267936886231

Sub: Proposal for candidature of Mr. Shishir Babubhai Desai (DIN 01453410) as a Director of the Company

I, Vinod Yashwant Thakurdesai, shareholder of the Company holding 225 equity shares, hereby give notice that I intend to propose the candidature of Mr. Shishir Babubhai Desai (DIN 01453410) as an Independent Director of the Company,

Thanking you,



Vinod Thakurdesai

February 2, 2024

To,
The Company Secretary
Zee Entertainment Enterprises Limited
18th Floor, A Wing, Marathon Futurex,
N M Joshi Marg, Lower Parel,
Mumbai 400013

Dear Sir/ Madam,

Re: DP and CL ID 1208160062708934

**Sub: Proposal for candidature of Mr. Venkata Ramana Murthy Piniseti (DIN 03483544)
as an Independent Director of the Company**

I, Ravindra Jala, shareholder of the Company holding 95 equity shares, hereby give notice that I intend to propose the candidature of Mr. Venkata Ramana Murthy Piniseti (DIN 03483544) as an Independent Director of the Company,

Thanking you,


Ravindra Jala

Date: February 5, 2024

The Company Secretary
Zee Entertainment Enterprises Limited
18th Floor, A Wing, Marathon Futurex,
N M Joshi Marg, Lower Parel,
Mumbai 400013

Dear Sir,

Sub: Proposal for candidature of Mr. Uttam Kumar Agarwal (DIN 00272983) as an Independent Director of the Company

Re : DP and CL ID IN30371911015185

I, Ritesh Arvindkumar Thakar, in my capacity as member of your Company holding 700 equity shares, hereby give notice that I intend to propose the candidature of Mr. Uttam Kumar Agarwal (DIN 00272983) as an Independent Director of the Company.

Yours Sincerely,

R. A. Thakar

Ritesh Arvindkumar Thakar

VINOD KOTHARI & COMPANY

Practicing Company Secretaries
403 – 406, Shreyas Chambers, 175, Dr. D. N. Road,
Fort, Mumbai – 400 001, India
Phone: 022 – 2261 4021 | 022 – 6237 0959
Email: corplaw@vinodkothari.com
Web: www.vinodkothari.com

Date: January 09, 2024

To,
The Company Secretary,
Zee Entertainment Enterprises Limited ('Company').

Subject: Consent to act as Scrutinizer for the postal ballot, commencing in January 2024 till February 2024, of the Company.

Dear Sir,

With reference to our discussion yesterday, and in terms of the Companies Act, 2013 read with the Companies (Management and Administration) Rules, 2014 and other applicable provisions, we hereby accord our consent to act as Scrutinizer for voting by electronic means, by way of postal ballot, to be commenced in January 2024 and completed in February 2024.

Ms. Vinita Nair (FCS No: F10559, COP No.: 11902) shall be the Scrutiniser for the aforementioned postal ballot.

Our remuneration for the said services would be Rs. 25,000 plus applicable taxes only.

Thanking you,

For Vinod Kothari & Company
Practicing Company Secretaries

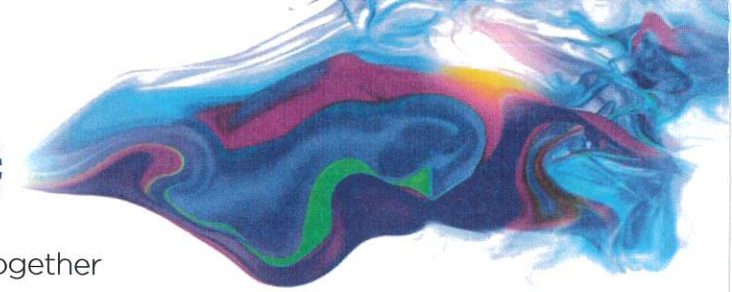
VINITA
VENUGOPAL
NAIR

Digitally signed by
VINITA VENUGOPAL
NAIR
Date: 2024.01.09
16:28:43 +05'30'

Vinita Nair
Senior Partner



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December 18, 2023

Mr. Shishir B Desai
706 - 1/B, Nestle Apartments
Pandurang Budkar Marg
Worli,
Mumbai 400 013

Dear Mr. Shishir B Desai

Sub: Appointment as an 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 (the "**Act**") and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR**"), 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 December 17, 2023.

As per applicable provisions of the Act, and SEBI LODR your appointment as an Independent Director of the Company for a period of three years will have to be approved by the shareholders within a period of three months from the date of your appointment.

Pursuant to SEBI LODR and Schedule IV of the 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 officeholder 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 Act and SEBI LODR (as amended from time to time) and (ii) the Articles of Association of the Company ("**AOA**").

1. Appointment

Your appointment is for an initial term of 3 (three) years i.e. up to December 16, 2026, unless terminated earlier or extended, subject to receipt of shareholders' approval within a period of three months from the date of your appointment. ("**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

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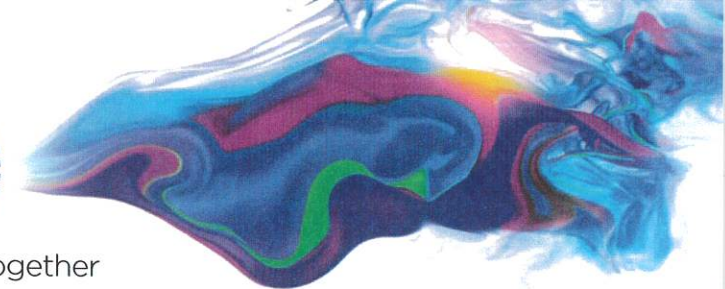
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based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

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 of the 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 Act, and duties of directors as provided in the Act (including Section 166) and as provided in the SEBI LODR. 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.

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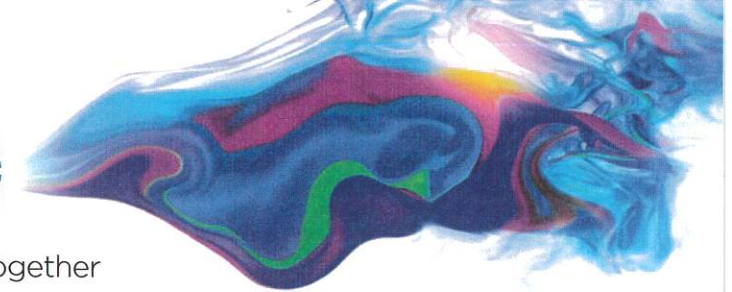
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4. Remuneration

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 to which you may be nominated as a member. The sitting fees payable for attending meetings of the Board currently is Rs. 1,00,000/- 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

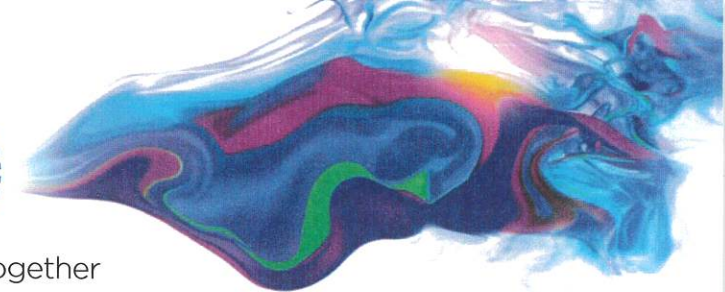
As an Independent Director of the Company, you agree to comply with the ZEEL Code of Conduct for Directors and Senior Executives. For your reference, the Code of Conduct for Non-Executive Directors briefly includes the following:

- 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,





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- 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 SEBI LODR, 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 SEBI LODR and independence from the management and will be disclosed in the Company's Annual Report. However, the



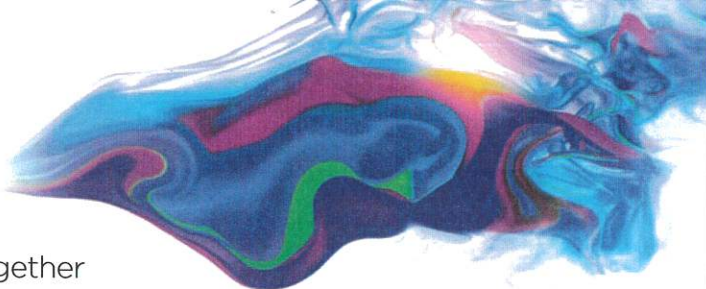
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actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/Committee. An indicative list of factors that may be evaluated as part of this exercise shall include:

- 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 the Act, upon any change in circumstances which may affect your status as an Independent Director.
- provide declaration under Regulation 25 (8) of the SEBI LODR ; 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.

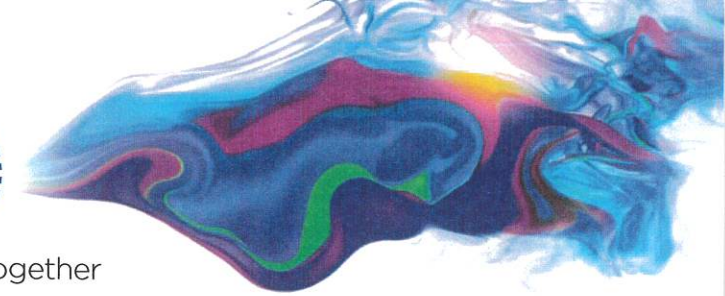
10. Confidentiality

- 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.





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- 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 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 the Act or you fail to meet the criteria for "independence" defined under SEBI LODR, 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

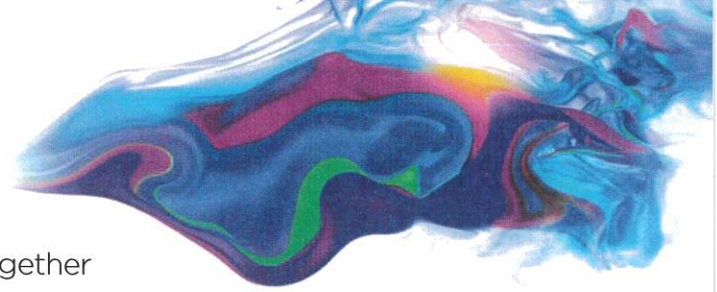
- 13.1. This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.



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- 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 SEBI LODR, terms of your appointment as Independent Director along with your detailed profile as may be required will be uploaded/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


Ashish Agarwal
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: Shishir B Desai
Date: December 18, 2023
Place: Mumbai



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December 18, 2023

Mr. Venkata Ramana Murthy Piniseti
Villa no: 4, Divya Swapna
Kalpataru, C Gidwani Road
Chembur,
Mumbai - 400074

Dear Mr. Venkata Ramana Murthy Piniseti

Sub: Appointment as an 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 (the "**Act**") and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR**"), 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 December 17, 2023.

As per applicable provisions of the Act, and SEBI LODR your appointment as an Independent Director of the Company for a period of three years will have to be approved by the shareholders within a period of three months from the date of your appointment.

Pursuant to SEBI LODR and Schedule IV of the 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 officeholder 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 Act and SEBI LODR (as amended from time to time) and (ii) the Articles of Association of the Company ("**AOA**").

1. Appointment

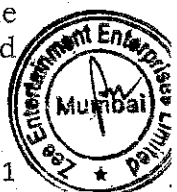
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Re-appointment, if any, at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. Your re-appointment would be considered by the Board

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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;
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- 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 of the 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 Act, and duties of directors as provided in the Act (including Section 166) and as provided in the SEBI LODR. 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.

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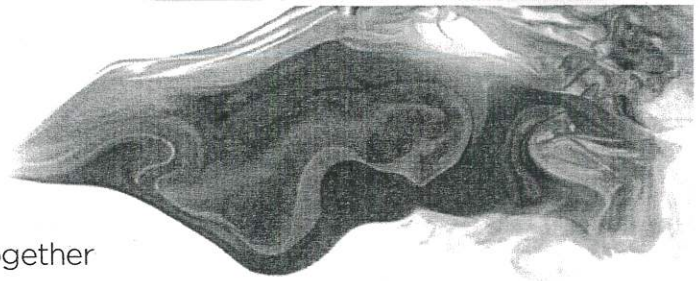
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4. Remuneration

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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,

A handwritten signature in blue ink, consisting of a stylized 'T' shape followed by a horizontal line.

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- 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 SEBI LODR, 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 SEBI LODR and independence from the management and will be disclosed in the Company's Annual Report. However, the

A blue ink handwritten signature, possibly "A", is written over the end of the paragraph in section 8.

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- 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 the Act, upon any change in circumstances which may affect your status as an Independent Director.
- provide declaration under Regulation 25 (8) of the SEBI LODR ; 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.

Zee Entertainment Enterprises Limited

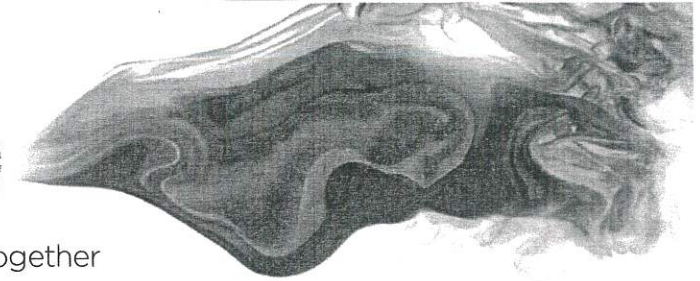
Regd. Office : 18th Floor, A-Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai - 400 013, India

P: +91 22 7106 1234 | F: +91 22 2300 2107 | CIN: L92132MH1982PLC028767 | www.zee.com





Extraordinary Together



- 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 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 the Act or you fail to meet the criteria for "independence" defined under SEBI LODR, 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.

A handwritten signature in blue ink, consisting of a stylized 'T' followed by a horizontal line and a small upward tick at the end.



Zee Entertainment Enterprises Limited

Regd. Office : 18th Floor, A-Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai - 400 013, India

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Extraordinary Together

- 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 SEBI LODR, terms of your appointment as Independent Director along with your detailed profile as may be required will be uploaded/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


Ashish Agarwal
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: Venkata Ramana Murthy Piniseti
Date: December 18, 2023
Place: Mumbai

TRANSFER MEMBERS

CONTRACTORS, KID & HOLDING

Name of the Company : Lee Entertainment Enterprises Limited

(TO BE MAINTAINED SEPARATELY FOR EACH

Director Identification Number : 00020403
(optional for key managerial personnel)

Present name and surname in full : Adesh kumar Gupta.

Any former name or surname in full :

Father's Name : Late Rajeshwar Kumar Gupta

Mother's Name : Late Shyama Rani Gupta

Spouse's Name (if married) and Surname in Full : Usha Adesh Gupta

Date of birth : 11/09/1956

Residential address :

Present : 701, Tagore Avenue Tagore Road, Santacruz (West)

Mumbai - 400 054

Permanent :

Details of securities held in the Company, its holding company, subsidiaries,

[illegible]

PERSONNEL AND THEIR SHAREHOLDING

(Appointment and Qualification of Directors) Rules, 2014]

Registered office address : 18th Floor, A Wing, Marathon Futuress, R.M.Toshi, Mary Jockey Paul
mum-13

DIRECTOR AND KEY MANAGERIAL PERSONNEL)

Nationality (including the nationality of origin, if different) : Indian

Occupation : Business

Date of the board resolution in which the appointment was made : University resolution dated December 30, 2015

Date of appointment and reappointment in the company : (Regularised and appointed as director in AUM 26/1/16)

Date of cessation of office and reasons therefor : Ceased as an Independent Directors on 29/12/21

Office of director or Key Managerial Personnel held or
relinquished in any other body corporate

Membership number of the Institute of Company Secretaries of India in case of Company Secretary, if applicable :

Permanent Account Number (Mandatory for Key Managerial Personnel if not having DIN) :

subsidiaries of the company's holding company and associate companies:

[illegible]

ADD: 11/1/07

TRANSFER
MEMBERS

... ..



[Pursuant to section 170 of the Companies Act, 2013 and rule 17 of the Companies

(TO BE MAINTAINED SEPARATELY FOR EACH

Permanent :

[illegible]

(Appointment and Qualification of Directors) Rules, 2014]

DIRECTOR AND KEY MANAGERIAL PERSONNEL)

Permanent Account Number (Mandatory for Key Managerial Personnel if not having DIN) : AETPJ4694J

[illegible]

[Pursuant to section 170 of the Companies Act, 2013 and rule 17 of the Companies

(TO BE MAINTAINED SEPARATELY FOR EACH

Permanent :

[illegible]

18th Floor 'A' wing, marathen Futurool, N. m. Joshi
murg, Lower Parel, mumbai - 13

Registered office address :

Permanent Account Number (Mandatory for Key Managerial Personnel if not having DIN) : ACLPP0538R

[illegible]

[Pursuant to section 170 of the Companies Act, 2013 and rule 17 of the Companies

(TO BE MAINTAINED SEPARATELY FOR EACH

Permanent :

[illegible]

(Appointment and Qualification of Directors) Rules, 2014]

DIRECTOR AND KEY MANAGERIAL PERSONNEL)

Permanent Account Number (Mandatory for Key Managerial Personnel if not having DIN) :

[illegible]

[Pursuant to section 170 of the Companies Act, 2013 and rule 17 of the Companies

(TO BE MAINTAINED SEPARATELY FOR EACH

Permanent :

[illegible]

(Appointment and Qualification of Directors) Rules, 2014]

DIRECTOR AND KEY MANAGERIAL PERSONNEL)

Permanent Account Number (Mandatory for Key Managerial Personnel if not having DIN) : AACPM16089

[illegible]

[Pursuant to section 170 of the Companies Act, 2013 and rule 17 of the Companies

(TO BE MAINTAINED SEPARATELY FOR EACH

Permanent :

[illegible]

(Appointment and Qualification of Directors) Rules, 2014]

DIRECTOR AND KEY MANAGERIAL PERSONNEL)

Permanent Account Number (Mandatory for Key Managerial Personnel if not having DIN) : AAIPM8597Q

[illegible]

Nature of interest or concern / Change in interest or concern	Shareholding (if any)	Date on which interest or concern arose / changed	Signature (MD / Director / Secretary / Whole time Director), Place & Date
Director		(Res wef 22.12.2014) 30.06.1995	B
Director & shareholder	340971 (25%)	(Res wef 01/01/2015) 17.5.2000	
Director		23.09.2004	
MD & CEO		01.01.2005	
Director & member	9960 (19.92%)	01.03.2007	
Director		24.07.2008 (Res wef 30.07.2014)	

[Pursuant to section 189(1) of Companies Act, 2013]

CHARGES

CONTRACT

CONTRACT

CONTACT

and rule 16(1) of Companies (Meetings of Board & its Powers) Rules, 2014]

CONTACT

CONTACT

CONTACT

CONTACT

A. Contracts or agreements with any related party under section 188 or in which any director is

[illegible]




B. Name of the bodies corporate, firms or other association of individuals as mentioned under

Names of the Companies / bodies corporate / firms / association of individuals	Name of the interested director
(Now Indian Broadcasting & Digital Foundation) Indian Broadcasting Foundation (Now Prozone Janta Properties Ltd) Prozone Capital Shopping Centres Ltd. Agrani Satellite Communications Ent. (Gibraltar) Ltd (Defunct) (Name changed to Jayneel Infrastructure & Multibusiness Pvt Ltd) Jayneel Capital Private Limited. ICL Lions Pvt Ltd. Creative Gaming Solutions Pvt Ltd. Media Research Users Council. 2B Tube Ltd, Cyprus. → STAND CANCELLED. Zee Media Corporation Limited. Indian chapter of International Advertising Association.	Mr. Punit Goenka.

concerned or interested under sub-section (2) of section 184

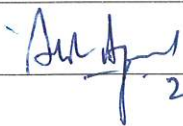
[illegible]

sub-section (1) of section 184, in which any director is having any concern or interest

Nature of interest or concern / Change in interest or concern	Shareholding (if any)	Date on which interest or concern arose / changed	Signature (MD / Director / Secretary / Whole time Director), Place & Date
Director		03.09.2010	
Director		20.04.2012	
Director			
Shareholder	29,44,348 (48.80)	15.09.2011	
Shareholder	2143 (21.43%)	20.05.2001	
Shareholder	5000 (50%)	14.03.2008	
Director		(Resigned w.e.f 27/07/16) 25.09.2015	
Director		CAPP	 7/10/16
Director			NOT OFFICIALLY TAKEN IN 2B TUBE LAB.
Director + Chairman		appointed on 24/5/19) (Resigned w.e.f 22/7/20)	 7/10/19
Director		appointed on 24 sep 18)	 27/08/19

[Pursuant to section 189(1) of Companies Act, 2013]

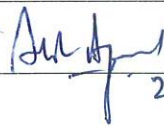
Names of the Companies / bodies corporate / firms / association of individuals	Name of the interested director
	R. Gopal
Sundaram Clayton Limited	
TVS Motor company limited	
TVS Credit Services limited	
Ana Asc Private limited	
Hindustan Power Projects Pvt Ltd	
Optinell Investments Pvt. Ltd. (Strike off)	
Power	

Nature of interest or concern / Change in interest or concern	Shareholding (if any)	Date on which interest or concern arose / changed	Signature (MD / Director / Secretary / Whole time Director), Place & Date
Member of AC & APC , Chairman of KMC Director Chairman (1/4/12) - Chairman of AC	-	21.7.2016	 26/11/2019 Member
Director Chairman of AC, S.R.G. member of CSR	-	30.04.2019	
Additional Director (Independent)	-	20.07.2019	
Director	-	10.02.2017 (Resigned 22/10/20)	
Director	-	30.08.2017	
Director	-	20.11.2018	
Director	-	12.12.2018	

~~concerned or interested under sub-section (2) of section 184~~

[illegible]

sub-section (1) of section 184, in which any director is having any concern or interest

Nature of interest or concern / Change in interest or concern	Shareholding (if any)	Date on which interest or concern arose / changed	Signature (MD / Director / Secretary / Whole time Director), Place & Date
Member of AC & APE, Chairman of MC Director Chairman (1/4/12) - Chairman of AC	-	21.7.2016	 26/11/2019 Mumbai
Director - Chairman of AC, S.R.S. member of CSR	-	30.04.2019	
Additional Director (Independent)	-	20.07.2019	
Director -	-	10.02.2017 (Resigned 22/10/20)	
Director -	-	30.08.2017	
Director -	-	20.11.2018	
Director -	-	12.12.2018	
Director	-	30.11.2021	
Director	-	7.9.2022	
Director	-	04.2.2023 24.3.2023	

DIRECTORS / KMP & Holding

MEMBERS

TRANSECO

DIRECTORS / KMP & Holding

DIRECTORS / KMP & Holding

DIRECTORS / KMP & Holding

DIRECTORS / KMP & Holding

DIRECTORS / KMP & Holding

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DIRECTORS / KMP & Holding

[Pursuant to section 170 of the Companies Act, 2013 and rule 17 of the Companies

(TO BE MAINTAINED SEPARATELY FOR EACH

Permanent :

[illegible]

(Appointment and Qualification of Directors) Rules, 2014]

DIRECTOR AND KEY MANAGERIAL PERSONNEL)

Permanent Account Number (Mandatory for Key Managerial Personnel if not having DIN) :

[illegible]

APPLI - ALLOT

MEMBERS

TRACER

DIRECTORS / KMP & Holding

Figure 1

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

10

1

DIRECTORS / KMP & Holding	MEMBERS	APPLI - ALLOT
TRANSEER		

DIRECTORS / KMP & Holding

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DIRECTORS / KMP & Holding	MEMBERS	APPLI - ALLOT
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TRANSCENDENTALISM

DIRECTORS / KMP & Holding

MEMBERS

DIRECTORS / KMP & Holding

MEMBERS

A. Contracts or agreements with any related party under section 188 or in which any director is

[illegible]

B. Name of the bodies corporate, firms or other association of individuals as mentioned under

[illegible]

CONTRACTS AND BODIES ETC. IN WHICH DIRECTORS ARE INTERESTED

and rule 16(1) of Companies (Meetings of Board & its Powers) Rules, 2014]

concerned or interested under sub-section (2) of section 184

[illegible]

sub-section (1) of section 184, in which any director is having any concern or interest

[illegible]

[Pursuant to section 189(1) of Companies Act, 2013]

A. Contracts or agreements with any related party under section 188 or in which any director is

[illegible]

B. Name of the bodies corporate, firms or other association of individuals as mentioned under

Names of the Companies / bodies corporate / firms / association of individuals	Name of the interested director
Cerebray Integrated Technologies Limited	Uttam Prakash Agarwal
Trinity Alternative Investment managers Limited	
Intensive Fiscal Services Private Limited	
Mirex Asset Trustee company	

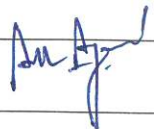
CONTRACTS AND BODIES ETC. IN WHICH DIRECTORS ARE INTERESTED

and rule 16(1) of Companies (Meetings of Board & its Powers) Rules, 2014]

concerned or interested under sub-section (2) of section 184

[illegible]

sub-section (1) of section 184, in which any director is having any concern or interest

Nature of interest or concern / Change in interest or concern	Shareholding (if any)	Date on which interest or concern arose / changed	Signature (MD / Director / Secretary / Whole time Director), Place & Date
Independent Director		29/09/2023	
Nominee Director		13/11/2021	
Independent Director		16/08/2010	
Independent Director		26/09/2019	

[illegible][illegible]

[Pursuant to section 189(1) of Companies Act, 2013]

A. Contracts or agreements with any related party under section 188 or in which any director is

[illegible]

B. Name of the bodies corporate, firms or other association of individuals as mentioned under

Names of the Companies / bodies corporate / firms / association of individuals	Name of the interested director
	Vitram Prakash Agarwal
Cerebra Integrated Technologies Limited	
Trinity Alternative Investment managers Limited	
Intensive Fiscal Services Private Limited	
Mixere Asset Trustee company	


CONTRACTS AND BODIES ETC. IN WHICH DIRECTORS ARE INTERESTED

and rule 16(1) of Companies (Meetings of Board & its Powers) Rules, 2014]

concerned or interested under sub-section (2) of section 184

[illegible]

sub-section (1) of section 184, in which any director is having any concern or interest

Nature of interest or concern / Change in interest or concern	Shareholding (if any)	Date on which interest or concern arose / changed	Signature (MD / Director / Secretary / Whole time Director), Place & Date
Independent Director		29/09/2023	
Nominee Director		13/11/2021	
Independent Director		16/08/2010	
Independent Director		26/09/2019	

A. Contracts or agreements with any related party under section 200 of the

[illegible]

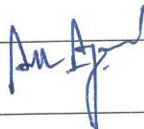
B. Name of the bodies corporate, firms or other association of individuals as mentioned under

Names of the Companies / bodies corporate / firms / association of individuals	Name of the interested director
	Uttam Prakash Agarwal
Cerebra Integrated Technologies Limited	
Trinity Alternative Investment management managers Limited	
Intensive Fiscal Services Private Limited	
Mixere Asset Trustee company Private Limited	
3i Infotech Limited.	

Details of voting on such resolution

[illegible]

sub-section (1) of section 184, in which any director is having any concern or interest

Nature of interest or concern / Change in interest or concern	Shareholding (if any)	Date on which interest or concern arose / changed	Signature (MD / Director / Secretary / Whole time Director), Place & Date
Independent Director		29/09/2023	
Nominee Director		13/11/2021	
Independent Director		16/08/2010	
Independent Director		26/09/2019	
Independent Director		16/03/2022	

[Pursuant to section 189(1) of Companies Act, 2013]

TRANSFER

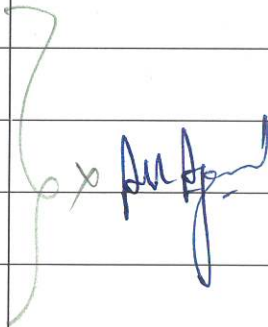
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УДК 62-50

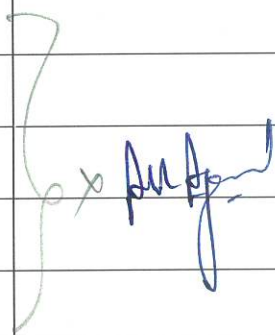
CONTRACT

concerned or interested under sub-section (2) of section 184

sub-section (1) of section 184, in which any director is having any concern or interest

Nature of interest or concern / Change in interest or concern	Shareholding (if any)	Date on which interest or concern arose / changed	Signature (MD / Director / Secretary / Whole time Director), Place & Date
Director		16/08/2023	
Director		16/08/2023	
Director		17/03/2008	
Director		28/07/2008	
Director		08/07/2007	

[illegible]

interest or concern / n interest or concern	Shareholding (if any)	Date on which interest or concern arose / changed	Signature (MD / Director / Secretary / Whole time Director), Place & Date
tor		16/08/2023	
tor		16/08/2023	
or		17/03/2008	
or		28/07/2008	
tor		08/07/2007	



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December 18, 2023

Mr. Uttam Prakash Agarwal
A/2904, Vishnu Shivam Tower
Thakur Village, Kandivali East
Mumbai - 400101

Dear Mr. Uttam Prakash Agarwal

Sub: Appointment as an 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 (the "**Act**") and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR**"), 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 December 17, 2023.

As per applicable provisions of the Act, and SEBI LODR your appointment as an Independent Director of the Company for a period of three years will have to be approved by the shareholders within a period of three months from the date of your appointment.

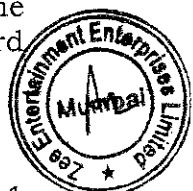
Pursuant to SEBI LODR and Schedule IV of the Act, the Company is required to issue a formal letter of appointment. This letter, therefore, sets out the terms of your appointment as an Independent Director of the Company. Your relationship with the Company will be that of an officeholder and not one of 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 Act and SEBI LODR (as amended from time to time) and (ii) the Articles of Association of the Company ("**AOA**").

1. Appointment

Your appointment is for an initial term of 3 (three) years i.e. up to December 16, 2026, unless terminated earlier or extended, subject to receipt of shareholders' approval within a period of three months from the date of your appointment. ("**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



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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

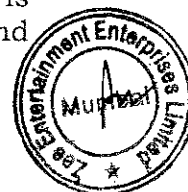
2.1. As member of the Board, you along with the other Directors, will be collectively responsible for meeting the objectives of the Board which include:

- Compliance with the requirements of the 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 Act, and duties of directors as provided in the Act (including Section 166) and as provided in the SEBI LODR. 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.



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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 to which you may be nominated as a member. The sitting fees payable for attending meetings of the Board currently is Rs. 1,00,000/- 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,



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- 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

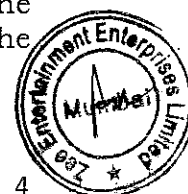
The Company may, if required, conduct formal induction program for its Independent Directors which may include any or all of the following:

- 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 SEBI LODR, 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 SEBI LODR and independence from the management and will be disclosed in the Company's Annual Report. However, the



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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.

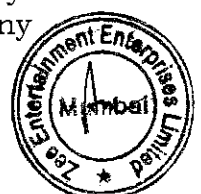
9. Disclosures, other directorships and business interests

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 the Act, upon any change in circumstances which may affect your status as an Independent Director.
- provide declaration under Regulation 25 (8) of the SEBI LODR ; 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.



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- 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

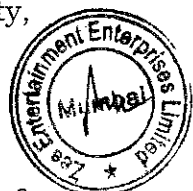
- 11.1. Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Non-Executive Directors in the 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 the Act or you fail to meet the criteria for "independence" defined under SEBI LODR, 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.



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- 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 SEBI LODR, terms of your appointment as Independent Director along with your detailed profile as may be required will be uploaded/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


Ashish Agarwal
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: Uttam Prakash Agarwal
Date: December 18, 2023
Place: Mumbai