

Draft Letter of Appointment to be issued to Independent Directors on Appointment

[on the letter head of company]

Date *[Insert date of issuing the letter]*

To,

[insert name of independent director]

[insert address],

Dear Sir,

Sub: Appointment as Independent Director

We are pleased to inform you that at the Annual General Meeting / Extra-ordinary General Meeting *[delete whichever is not applicable]* held on *[insert date of the AGM]*, shareholders have approved your appointment as an Independent Director of the Company to hold office for five consecutive years from *[insert tenure commencement date]* upto *[insert tenure commencement date]*.

Your appointment shall be governed by the standard terms and conditions for appointment of independent directors of the company appended herewith as **Annexure** to this letter and shall be subject to the extant provisions of the applicable laws, including (i) Companies Act, 2013 (ii) Clause 49 of the Listing Agreement with Stock Exchanges and (iii) Articles of Association of the Company

We are confident that the Board and the Company will benefit immensely from your rich experience and thank you for your continued support and commitment to the company.

Yours sincerely,

For Radaan Mediaworks India Limited

Chairperson and Managing Director

RADAAN MEDIAEORKS INDIA LIMITED

Standard Terms and Conditions for Appointment of Independent Directors of the Company

A. Preliminary

1. During the tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149 (7) of the Companies Act, 2013("Act") stating that you meet the criteria of Independence.
2. So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a chairman or committee member will not exceed the limit stipulated under the Act and the Listing Agreement.
3. So long as you are an Independent Director of the Company, you will ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act.
4. You will ensure compliance with other provisions of the Act and the listing Agreement as applicable to you as an Independent Director.

B. Term

Your appointment will be for an initial term not exceeding 5 years as mentioned in the the Appointment Letter dated *[mention the date of the letter]*, unless terminated earlier or extended as per provision of applicable laws.

C. Committees

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more 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 regulations.

D. Code of Conduct and Duties and Responsibilities

1. You will abide by the Radaan Code of Conduct for Board of Directors and Senior Management Personnel as applicable from time to time.

2. You will abide by the guidelines of professional conduct, role, function and duties as an Independent Directors provided in Schedule IV of the Companies Act, 2013.

3. You are expected to stay updated on how best to discharge your roles, responsibilities, and duties and liabilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.

4. You are expected to:

(i) take decisions objectively and solely in the interests of the Company;

(ii) facilitate Company's adherence to high standards of ethics and corporate behavior;

(iii) guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes, required if any;

(iv) guide the Board in monitoring and managing potential conflicts of interest of Management, Board Members and Stakeholders, including misuse of corporate assets and abuse in related party transactions;

(v) guide the Board in ensuring the integrity of the Company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.

E. Performance Evaluation

Your reappointment or extension of term and your remuneration will be recommended by the Nomination and Remuneration Committee of the Board, pursuant to a performance evaluation carried out by the Board.

F. Remuneration

1. You will be entitled for sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time.
2. You will also be entitled to reimbursement of expenses incurred by you in connection with attending the Board meetings, Board Committee meetings, general meetings and in relation to the business of the Company towards hotel accommodation, travelling and other out-of-pocket expenses.
3. Pursuant to applicable law, you will not be entitled to any stock options.

G. Insurance

1. The Company provides all its Directors with, and pays the premiums for, Directors and Officers insurance cover while acting in their capacities as Directors. The present amount of the Insurance cover is Rs.5 crores.(Rupees Five Crores).
2. The copy of the policy can be furnished on request to the Company Secretary.

H. Training

You will be entitled to the benefit of a training program to familiarize yourself with the business and affairs of the Company, growth plans, the peculiarities of the industry in which the Company operates, its goals and expectations and long term plans and objectives.

I. Miscellaneous

You will have access to confidential information, whether or not the information is marked or designated as “confidential” or “proprietary”, relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), (“**Confidential Information**”).

You shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.