



Extraordinary Together

19/04/2022

Debolina Konar
Bangalore

Sub: Offer cum Appointment Letter

Dear Debolina Konar,

We are delighted to invite you to be part of Zee Family and join us as **Tech Lead** with **Zee Entertainment Enterprises Limited**, on the following terms and conditions.

1. You will join the company at the mentioned office on or before **23/05/2022**.

2. Band & Pay Grade

Band: PM

Pay Grade: PM-I

3. Location:

You will be located in **Bangalore** at the time of your joining. However, the location of your services is subject to transfers anywhere in India or in any other department, office or establishment owned or managed by the Company including subsidiaries.

4. Hours of Work:

You shall be required to work during working hours of the Company as laid out in the Employee Policy guidelines.

5. Remuneration:

Your compensation on a Total Cost to Company ("TCTC") basis will be **Rs. 42,00,000/- (Rupees Forty Two Lakh Only) per annum** and will be payable as under:

a) Fixed Pay: Rs. 35,70,000 /- (Rupees Thirty Five Lakh Seventy Thousand Only) per annum.

This includes Basic Salary and other allowances, benefits, perquisites, retinals etc., as per the compensation policy of the company.

In the year of joining and leaving the Company, the Fixed Pay will be pro-rated based on the number of days you are in the employment of the Company.

a) Target Variable Pay Rs. 6,30,000/- (Rupees Six Lakh Thirty Thousand Only) per annum.

The pay-out of variable pay is contingent upon your achieving the business results as against the target set. This is an indicative figure for the financial year and is based upon individual, department and company achievement of objectives and subject to the year's variable payout guidelines. The Variable Pay will be paid to you only if you are on the rolls of the Company on the date of disbursement. This will not be applicable on a pro rata basis in case of your exit

Zee Entertainment Enterprises Limited

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

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during the financial year.

The TCTC has been detailed out with components as per your current band eligibility in **Annexure I**.

Please note that the components within each category of payments are discretionary and the Company has the right to change these components any time without notice.

Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

Please sign and return to the Company a copy of this letter containing **Annexure I (salary breakup)**, as well as the detailed **“Terms & Conditions of Employment” Annexure II** and **Declaration & Undertaking Annexure III** as confirmation of your acceptance and return it to the undersigned within ten days from the date of issue.

This offer letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within one week from issue of this letter.

The detailed terms and conditions of your employment are attached with this letter. We look forward to your joining our team for a long, successful and pleasant association.

For **ZEE ENTERTAINMENT ENTERPRISES LIMITED**

A handwritten signature in black ink, appearing to read "Animesh Kumar".

Animesh Kumar
President – HR & Transformation

I have read and understood all terms and conditions relating to my offer / employment and declare that I hereby unconditionally and irrevocably accept the same.

A handwritten signature in black ink, appearing to read "Debolina Konar".

Signature & Name: Debolina Konar

Date: 23/05/2022



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Annexure I

| SALARY BREAKUP | | | |
|---|--|-------------|-------------|
| NAME | Debolina Konar | DESIGNATION | Tech Lead |
| BAND | PM | PAY GRADE | PM-I |
| LOCATION | Bangalore | W.E.F. | 23/05/2022 |
| SR.NO. | COMPONENTS | MONTHLY | ANNUAL |
| 1 | BASIC SALARY | 1,48,800 | 17,85,600 |
| 2 | PERSONAL ALLOWANCE | 46,244 | 5,54,928 |
| 3 | HOUSE RENT ALLOWANCE | 59,520 | 7,14,240 |
| 4 | CHILDREN EDUCATION ALLOWANCE | 200 | 2,400 |
| SUB-TOTAL | | 2,54,764 | 30,57,168 |
| 5 | COMPANY'S CONTRIBUTION OF PROVIDENT FUND | 17,856 | 2,14,272 |
| 6 | LEAVE TRAVEL ALLOWANCE | 14,880 | 1,78,560 |
| 7 | BOOKS & PERIODICALS | 3,000 | 36,000 |
| 8 | CONVEYANCE REIMBURSEMENT | 7,000 | 84,000 |
| GROSS SALARY | | 2,97,500 | 35,70,000 |
| 9 | VARIABLE PAY | | 6,30,000 |
| TOTAL COST TO COMPANY | | 2,97,500 | 42,00,000 |
| Apart from the above you are eligible for: - | | | |
| Privilege leaves annually | | | 25 days |
| Per Annum Medical Insurance for Self, Spouse and 2 dependent children up to 25 years of age | | | 3,00,000/- |
| GLT & GPA coverage | | | 25,00,000/- |

For ZEE ENTERTAINMENT ENTERPRISES LIMITED

Animesh Kumar
President – HR & Transformation

I have read and understood all terms and conditions relating to my offer / employment and declare that I hereby unconditionally and irrevocably accept the same.

Signature & Name: Debolina Konar

Date: 23/05/2022

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Annexure II

TERMS & CONDITIONS OF EMPLOYMENT

1. This offer given under this letter is subject to your acceptance on the following terms and conditions laid out below:

a. **Responsibility:** While employed by the Company, you agree to work on a full-time basis exclusively for the Company and agree that you shall not, while you are employed by the Company, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the Company or interferes or could reasonably interfere with your duties to the Company without our prior written permission. You further agree that in case you are engaged in any other business, you will terminate all relations with the business, active or passive before the joining the Company.

b. **Verification of Particulars:** In case particulars mentioned in your application and the representation and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

c. **Confidentiality:** You acknowledge that during your employment you will continue to have access to Confidential Information (as defined below) of the Company and/or its affiliates, associate and/or its group companies and/or received by the Company from any third parties including but not limited to its clients, customers, suppliers, agents etc., which is confidential to the Company and/or affiliates, associate companies and/or such third parties. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise.

"Confidential Information" means and includes, information which is confidential and proprietary to the Company and/or Affiliates and/or to certain third-parties with which the Company and/or Affiliates has relationships, and disclosed to or obtained by you from the Company and/or Affiliates and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Company and/or Affiliates and/or its Competitors (present or potential) such as Company's Intellectual Property; trade secrets, content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of

Company personnel; the Company's organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this Agreement; or

other information not in the public domain pertaining to the Business or affairs of the Company or of any of its Affiliates; but does not include information: (i) that is in the public domain other than by your breach of this agreement and/or of any other agreement to which you are bound by; (ii) that was previously known by you, as established by written records by you prior to receipt of such information from the Company and (iii) that was lawfully obtained by you from a third party without any obligations of confidentiality to Company;

a. You hereby acknowledge that Company has explained that such Confidential Information is the valuable property of the Company/affiliates and/or their customers and is critical to the business of the Company and may constitute a 'Trade Secret' of the Company on account of being commercially sensitive and not readily available to others engaged in a similar business as that of the Company and if disclosed shall cause irreparable harm to the Company and/or its affiliates, associate companies, group companies, suppliers, customers, clients or agents.

b. You shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, anytime, to any Person or competitor of the Company/Affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill your duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

c. Notwithstanding the aforesaid provisions, you may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that you shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

d. On Termination / Resignation, you will be required to return to the Company or to its nominees, all Confidential Information, including copies whether digital and or physical, and any other material containing or disclosing any Confidential Information which is in your possession, power and control as and when required by the company and before your last working day in the Company. You will neither destroy nor retain any copies of such Confidential Information. Until such time, as all such Confidential Information is returned, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold your salary, emoluments or other dues. Further, you shall compensate the Company for any misuse of the Confidential Information.

e. You will not improperly use or disclose any

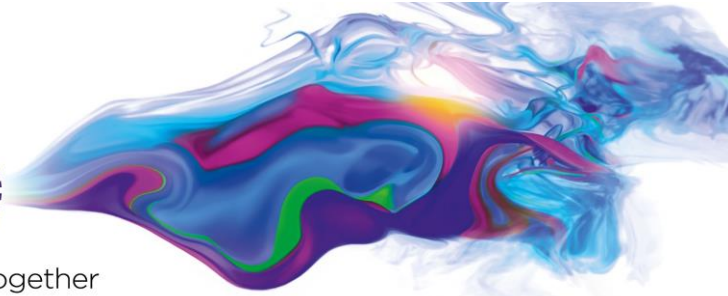
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confidential information or trade secrets, if any, of any former employer or any other person to whom you have an obligation of confidentiality, and you will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom you have an obligation of confidentiality, unless consented to in writing by such former employer or person.

- f. You will comply with and do all things necessary to permit the Company to safeguard its Confidential Information and you shall promptly inform the Company of any potential or accidental disclosure of Confidential Information and shall take all steps, together with the Company, to retrieve and protect the said Confidential Information.
- g. Your obligations contained in this Clause shall survive even after the expiry of the Termination Date / Resignation Date and will be fully enforceable thereafter.
- 2. **Authorizations for activities:** You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

- 3. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer, client or member of the investment community or media or in any communication.
- 4. **Work-For-Hire:**
 - a. You agree and confirm that all services rendered by you in terms of your employment with the Company and all products of such services including without limitation all works and any other materials developed, created and/or submitted by you, together with the results and proceeds of your services, in connection with and/or in the course of your

employment herein ("**Material**") as an employee of the Company shall be deemed to be work made in the course of your employment under a contract of service ("**Work- For-Hire**") and shall be owned by the Company throughout the world in perpetuity. Accordingly, you agree and confirm that the Company is and shall be the author and owner of all right, title and interest in and to the Material, including but not limited to all copyrights in the Material (and all renewals and extensions thereof), with the right to use, reproduce, copy, alter, change, edit, improve, adapt, create derivate works, translate, communicate to the public, license, sub-license, assign, sell, transfer, market, promote, exploit the Material commercially and/or non-commercially (in whole or in part) in any mode, media, format or manner (now existing or hereinafter developed) that the Company may at its sole discretion determine.

Furthermore, you also agree and confirm that all rights over all the intellectual property of the Company both at present as well as in future shall exclusively vest with the Company as the sole and absolute owner of such intellectual property. Without prejudice to the foregoing, where the Company is not deemed to be the owner of any Material, all rights in the Material shall be deemed to be assigned in favor of the Company in perpetuity and throughout the world. Nothing contained in Section 19(4) of the Copyright Act, 1957 (as amended) shall apply to the assignment granted herein. You expressly agree that all your right, title and interest in and to any and all inventions, works of authorship, development, concepts, improvements, designs, discoveries, ideas, trademarks and/or trade secrets, whether or not registerable under copyright or other laws, which may be solely and/or jointly conceived developed and/or reduced to practice, and/or cause to be conceived and/or developed and/or reduced to practice, during your period of employment with the Company shall stand assigned to the Company as soon as the same comes into existence and shall be owned by the Company in perpetuity throughout the world. You agree to execute and sign any and all documents as may be reasonably required by the Company for the purpose of perfecting/registering the rights, if required, at any time, failing which you agree that Company may execute such documents on your behalf as your lawfully appointed attorney in this regard.

- b. At the reasonable request and at the sole expense of the Company, you shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written



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assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.

5. **Safe-Keeping:** You will be responsible for the safe-keeping of the Company's property and its return in good condition/order, which may be in your use/custody/care/charge. In the event of any loss of Company's property in your possession, the Company reserves the right to assess the loss and recover the same from you. Besides, the Company may take such other action as it deems proper to recover the damage.
6. **Indemnity:** You shall defend, hold harmless, indemnify and keep indemnified the Company, its officers, directors, employees from any and all losses, claims, damages suffered or alleged against the Company, arising out of or relating to any of your acts, omissions, inactions, violation of any applicable laws, regulations, breach of any of the terms, conditions of this Agreement and any claims from any third party in relation to infringement of any intellectual property rights, proprietary rights or privacy rights of such third party.
7. **Moral Rights:** You hereby irrevocably and unconditionally waive all moral rights you may now or in the future have in any Proprietary Property.
8. **Insider Trading:** You as a part of the Company will not trade in the stock or other securities of any firm/company/institution/organization etc. at any time possessing unpublished price sensitive information about the Company/Affiliates/Subsidiaries. In compliance with Securities and Exchange Board of India (Prohibition of Insider Trading) Regulation, 2015, the Company has in place a Code of Prohibition of Insider Trading which is required to be adhered to you.
9. **Non-Solicit:** During the term of your employment and for a period of one (1) year thereafter collectively, the non-solicitation Period, you shall not directly or indirectly, individually or on behalf of any person other than the Company, aid or endeavor to solicit or induce any of the Company(ies) or its affiliates employees to leave their employment with the Company or such affiliates in order to accept employment with yourself or any other person, corporation, limited liability company, partnership, sole proprietorship or other entity. If the restrictions set forth in this section would otherwise be determined to be invalid or unenforceable by a court of competent

jurisdiction, the parties intend and agree that such court shall exercise its discretion in reforming the provisions of this letter to the end that you will be subject to a non-solicitation covenant which is reasonable under the circumstances and enforceable by the Company. It is agreed that no adequate remedy at law exists for the parties for violation of this section and that this section may be enforced by any equitable remedy, including specific performance and injunction, without limiting the right of the Company to proceed at law to obtain such relief as may be available to it. The running of this Non-Solicitation Period shall be tolled for any period of time during which you will be in violation of any covenant contained herein, for any reason whatsoever.

10. **Code of Conduct:** The Code of Conduct sets out the standards of behavior expected from you during official working or non-working hours, in the workplace and other places, alone or when associated with office colleagues and/or business associates, while in official work or otherwise. This has been defined by the management, which you are required to go through during your joining formalities and update yourself from time to time as and when management revises the Code. You are also required to live and demonstrate the core values of the organization. It may be also noted that the Code of Conduct also include the following acts:
 - a. Use or possession of alcohol, illegal drugs, or any other controlled substances or being under the influence of the same in any workplace of the Company during working hours are strictly prohibited.
 - b. Prohibition of using abusive language in workplace and discriminating race, gender, sexual orientation, handicap, religion, political views or any other reason including engaging in sexual relations with any employees, clients (former or existing clients), vendors etc. and from forming relationships, whether personal or professional.
 - c. You will be required to abide by all the respective laws of the land during official visit within India or abroad by taking responsibility to adhere to the conducts and laws of each such country(ies) and ensure that you do not breach the same in any manner whatsoever.
11. **Policies and Standard:** Company has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by the prevailing policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole



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discretion of Company and that these policies do not form a part of this letter. It is agreed that if Company introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this letter.

- 12. Amount in lieu of Notice Pay Recovery or Joining Bonus:** Payments / reimbursements made towards recovery of notice period by your previous employer and / or joining bonus and / or relocation expenses by us if any, will be recovered in full in the event of your separation from the company before completion of two (2) years of joining.

- 13. Termination:** The Company will have the right to terminate this appointment:

- (i) By giving notice period of **60 (Sixty)** days' in writing or payment of pro rata days, in lieu thereof, in an event the Company is under liquidation, the department you are deployed in is closed down, or without assigning any reason whatsoever.
- (ii) Without giving any notice, if the termination by the Company is due to non- adherence of code of conduct, misconduct, act or omission involving moral turpitude, act of indiscipline and/or upon your breach on any of the terms of this appointment letter. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time period in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.
- (iii) **Medical Fitness:** The management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.

For termination as attributed in clause (i) above you will be paid Total CTC excluding variable and company's contribution to provident fund in lieu of the notice period which will be applicable as per the prevailing Company policy for your respective band/pay grade.

- 14. Resignation:** You will have the right to resign from the services of the Company by providing a notice of **60 (Sixty)** days' and serving the Company for the entire notice period. Waiving of such notice period will be at the sole discretion of the Company and in such cases the Company will not be liable to pay any compensation in lieu of the notice period. The

recovery towards shortfall in notice period shall be calculated on the Total CTC excluding variable and company's contribution to provident fund.

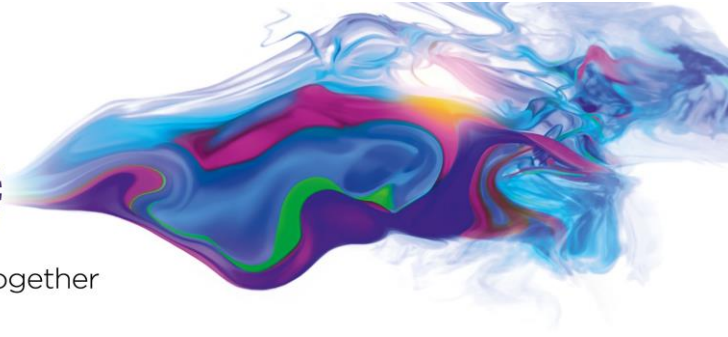
- 15. Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly for a period of three months from the date of separation in any industry or business involved in similar / competing business of Zeel or any of its Group Companies.
- 16. Statutory Benefits:** You will be entitled to other statutory benefits as applicable to your Pay Grade from time to time.
- 17. Leave:** You will be entitled to leave as applicable to you as per the Company policy.
- 18. Absenteeism:** If you remain absent without applying or obtaining approved leave or remain absent beyond the period of leave originally granted or subsequently extended, such absence shall be treated as your having voluntarily terminated your appointment without giving any notice unless you — (a) return to work within eight (8) days of the commencement of such absence, and (b) give an explanation to the satisfaction of the management regarding such absence.
- 19. Retirement Age:** You will automatically retire from employment on completing the age of sixty (**60**) years which shall be calculated as per the Date of Birth submitted by you with supporting documentation to that effect in the record of the Company during your joining formalities.

GENERAL

- a. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at your base location and
- b. that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.
- c. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, you will continue to be subject to each of the terms and conditions of this letter



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and any other(s) executed pursuant to the preceding paragraph.

- d. You agree that your sole and exclusive remedy for any breach of this letter or any other agreement by the Company will be limited to monetary damages and that you will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
- e. You hereby represent and warrant to Company that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining Company, breach any non-disclosure, proprietary

rights, non-competition, non-solicitation or other covenant in favor of any third party.

- f. You acknowledge that the services provided by you to the Company are unique and you further agree that irreparable harm will be suffered by the Company in the event of your breach or threatened breach of any of your obligations under this letter, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining you from engaging in or continuing any such breach hereof. Any claims asserted by you against the Company shall not constitute a defense in any injunction action, application or motion brought against you by the Company.

I have read and understood all terms and conditions relating to my Offer/employment and declare that I hereby unconditionally and irrevocably accept the same

Debolina Konar

Signature & Name:

Debolina Konar

Date:

23/05/2022



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Annexure III

DECLARATION & UNDERTAKING

1. The company gives enough focus on corporate governance and ethical practices at the workplace; you also agree that credential checks are fundamentally a good process to ascertain the background of the employee to be able to support the organizational process of ethics at the workplace. Therefore, you agree that the Company can do necessary credential checks/reference checks to ascertain your credential fit to occupy the position in the organization.
2. This offer is also contingent upon successful completion of a background check, including a check of your employment reference. This offer can be refined based on data received in the background check.
3. You declare that you do not have any immediate relatives working in ZEEL. "Relatives" is defined as the relative would mean being the blood relations of the employee (your and your spouse's parents, brother, sister and their children).
4. You declare that you do not have any legal/court cases pending against you in India or any part of the world.
5. You declare that you are not in the directorship of any company and/or in business of any kind including an acting or sleeping partner with any partnership firm. You also agree that you will take prior written permission of the company before engaging yourself as Director/Partner going forward.

Debolina Konar

Signature & Name:

Debolina Konar

Date:

23/05/2022