

October 07, 2022

OFFER CUM APPOINTMENT LETTER

Varuna Sridhar
Chennai

Dear **Varuna**,

We take pleasure in inviting you to join **Times Internet Limited** ("Company" which expression shall include its successors and assigns) as **Graphic Designer** at **Officer-2** in our **Department/Business** team.

Your appointment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth herein below and otherwise incorporated herein by way of reference ("**Appointment Letter**" or "**Agreement**"). Please provide your acceptance by returning a signed copy of this letter.

Your acceptance of this Appointment Letter will form an employment contract that is valid and binding agreement of employment between Company and you, and you will be bound by the terms and conditions stipulated and referred herein below.

1. Date of Commencement:

This appointment will commence from **9/1/2022** or in exceptional cases, Company may, at its sole discretion, allow you to join the Company on such other date as communicated by the Company. The terms and conditions set forth herein will become effective as of the Joining Date, and will supersede and replace any prior agreement, arrangement, negotiation or communication, written or oral, between the Company and you.

2. Reporting:

You will report to **Rachna Mittal**. The Company follows a matrix system of organisation in which colleagues are expected to report and relate to seniors and peers at various levels. You will ultimately be responsible and accountable to the Company's Chairman and CEO Group.

3. Probation/ Confirmation:

You will be on probation for a period of six months from Joining Date unless confirmed by a formal written communication from Company. The Company reserves the right to extend this probationary period if it so desires. Until such communication is issued, you will be deemed to be on probation. Company reserves the right to terminate your services during the probation period without assigning any reason with a prior written notice of 15 days, or immediately by paying 15 days' basic salary in lieu of such notice period. You may also terminate the services under this Agreement by giving a 15 days' prior notice to Company in writing.

4. Place of Work and Training:

Your initial place of work will be **Chennai**. However, the Company has the right to transfer you from one location to another or from one function to another of the Company or to its affiliates/ group companies. The decision of the Company in this regard will be final and binding. Further, you may be required to attend any trainings at any place(s) as directed by the Company.

5. Remuneration:

Your total target remuneration will be **Rs.880003/- (Rupees Eight Lakh Eighty Thousand And Three Only)** per annum ("**Compensation**"). The details of the Compensation is stated in **Annexure I** of this Appointment Letter.

6. Employee Benefits:

You will be eligible for Employee Benefits based on your level and as annexed hereto as Annexure II of this Appointment Letter.



TIMES INTERNET LIMITED

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7. Work timings and Leave:

The business hours of the office you work at will apply to you and these will be advised on commencement of your employment with the Company and any change to the same. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team you may be working for. You will be advised by your Reporting Manager or Function about such requirements at the time of joining and from time to time during the course of your employment, as applicable. Certain business teams also operate on a 24/7 basis and hence may have rotational shifts or related requirements for their respective team members. If you are required to contribute to any works, inputs in addition to works assigned to you, you will not be paid extra for the same.

Any grant of leave by the Company will be governed by the Company's leave policy which is included under **Annexure II**. Your Reporting Manager's approval will be required prior to you availing any leave.

8. Confidentiality Obligations:

As an employee of the Company, it is likely that you will be exposed to confidential and / or proprietary information related to (but not limited to) operations, products and services of the Company and its clients. Therefore, you expressly agree to comply with the Confidentiality Terms contained in this Agreement, including **Annexure III** of this Appointment Letter, during and after the term of your employment with the Company.

9. Intellectual Property Rights:

As an employee of the Company, it is likely that you will create works on behalf of and for the Company. You hereby agree to comply with the Intellectual Property Rights terms contained in this Agreement, including in Exhibit B of Annexure IV during and after the term of your employment with the Company.

10. Exclusivity of Services:

During your employment, you will devote your full time, attention and abilities to your job duties during working hours, and act in the best interest of the Company at all times. You will not, without the written consent of the Company, be in any way directly or indirectly engaged or concerned in any other business or undertaking. In addition to the foregoing, you will comply with the exclusivity obligations under the Code of Conduct attached hereto as Annexure IV.

11. Non-Solicitation and Non-Compete

11.1. During employment, as also after leaving the Company, you undertake not to solicit, in any way directly or indirectly, any client, business partner or employees of the Company or induce them to change or terminate their arrangement, including employment, with the Company. During your employment with the Company and also anytime post termination of this Agreement, by way of resignation or otherwise, you will not recruit, select or influence in any way, any employee of the Company or anyone working with us on contract basis, to join you or your future employment, as an employee or partner or any other form of work association.

11.2. During your employment with the Company and for a period of one year thereafter, you will not engage in, or have any direct or indirect interest in any person, firm, corporation or business (whether as an employee, officer, director, agent, security/share holder, creditor, consultant, partner or otherwise) that is competitive with the business of the Company, including, without limitation, with any existing and potential clients, customers, business partners of the Company.

12. Code of Conduct:

You hereby agree to abide by the Code of Conduct terms contained in Annexure IV as amended and updated from time to time.

13. Other Company Policies:

Other Company policies as published on the Company's internal platform/ employee portal, including the Information Security Management Systems Policy, as amended and further rules and policies as framed by the Company from time to time, will be applicable to your service conditions. These are incorporated herein by way of reference and form an integral part of this Agreement. You hereby agree to abide by and adhere to these policies.



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14. Retirement:

Your retirement from the services of the Company will be on completion of 58 years of age, provided the management of the Company is satisfied about your physical fitness for efficient performance of your duties once you attain the age of 55 years. Where the management of the Company is not satisfied about your physical fitness, the age of retirement will be on completion of 55 years.

15. Documentary Proof and Background Screening:

You hereby represent that all information provided by you, to the Company or its agents is true and correct. Your employment with the Company is subject to (i) you providing authentic and valid documents and (ii) the completion of satisfactory background checks. In the event, the background checks and documents reveal that you have given false information, Company reserves the right to immediately terminate your employment without notice, or, if your employment has not commenced, to immediately revoke any offer of employment that may have been made to you. You hereby grant your irrevocable consent to Company for conducting such background checks and to authorise and engage third parties to conduct the background checks and activities connected therewith.

16. Foreign Nationals:

In the event you are not an Indian national and under any law are required to obtain work permit/ visa/ permission from appropriate authority/ government, you are to ensure that all such requirements are completed prior to Joining Date. You are required to ensure all future correspondence and permissions for continued stay in India is procured from the appropriate authority as per the governing laws and are complied with. The Company may ask for photocopies and/or original documents for review which you will provide promptly. It is hereby clarified that, possessing appropriate visa/ work permit is the essence of this employment arrangement. In the event it is found that you do not possess appropriate permissions/ documentations, Company reserves the right to forthwith terminate your employment without any prior notice, with immediate effect, without any liability towards the Company.

17. Termination of Employment:

17.1. Upon confirmation of your employment with the Company, (i) Company may terminate this Agreement by giving 30 days prior notice in writing to you or terminate immediately by paying 30 days basic salary in lieu of such notice period; (ii) you may also terminate this Agreement by giving 30 days prior notice in writing to the Company.

17.2. The Company reserves the right to terminate your employment forthwith without advance notice and without any payment for such severance, or take any action with respect to your employment in the event (as determined by the Company):

- (i) you are found involved in any activity which includes or amounts to insubordination, misconduct, indiscipline, illegal strike, negligence, violation of assignments, moral turpitude, or any violation of applicable laws;
- (ii) you have violated or are in breach of any terms of this Agreement or Company's rules and policies including the Code of Conduct;
- (iii) you are in breach of any of your duties, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to the Company;
- (iv) you are or are likely to be in breach of applicable laws or there is initiation of any legal proceedings against you by any statutory, judicial or other authority;
- (v) you take habitual and/or unauthorised leaves;
- (vi) you commit any act detrimental to the interest of the Company;
- (vii) you are convicted for any offence under any law for the time being in force in any jurisdiction

You understand that the termination under this clause will be effective from the date mentioned in the termination notice, or in absence of the same, the date of the said termination notice. It is hereby clarified that you will not be entitled to any prior notice period or salary in lieu thereof in case of termination or other actions taken by the Company for the aforementioned reasons and no other benefits will accrue to you unless otherwise specified under applicable laws.



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17.3. Prior to termination of your employment, by any reason whatsoever, you will return papers, documents, financials, policies, plans, business, or other aspect of Company including Confidential Information, which may be in your possession, nor will you retain any copies thereof or extracts therefrom, to the complete satisfaction of the relevant business head. However, termination of this Agreement and/or such return of Confidential Information will not relieve you from your obligations incurred or outstanding before the termination of this Agreement. Upon termination of this Agreement, you will be required to execute such forms and documents and comply with such other formalities as required by the Company.

18. Other Covenants and Undertakings:

You covenant and recognize that:

- (i) You have read and understood the terms of this Agreement and freely consent to its terms;
- (ii) The terms of this Agreement are reasonable, legitimate and necessary for the purpose of preserving the goodwill, proprietary rights and going concern value of the Company.
- (iii) 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 written approval of the Company.

19. Employee Data Protection:

You hereby authorize the Company to collect, process and transfer employee-related information obtained by the Company for the purpose of proactively managing the employment relationship.

20. Relief:

You further acknowledge that any breach of the terms and obligations under this Agreement or other terms of employment will result in immediate and irreparable injury to the Company and its affiliates/group companies and the remedy under applicable law for any breach of the provisions of this Agreement is and will be inadequate, and therefore in the event of a breach or threatened breach by you of this Agreement or other terms of employment, the Company will be entitled to an injunction restraining you from breaching or otherwise violating any provision of your employment or other equitable relief in favour of the Company. You hereby waive your right to seek injunctive relief against the Company.

21. Indemnity

Without prejudice to any right/ remedy of the Company under this Agreement or under law or equity, you will be liable to indemnify, defend and hold harmless the Company, its affiliates, and their respective directors, officers, representatives, employees, managers and members (collectively, the “**Indemnified Persons**”) from and against any and all claims, actions, losses, proceedings, damages (including reasonable legal and lawyer’s fees) by any of the Indemnified Persons (including third party claims) which arise out of or are connected with any (i) misrepresentation in, inaccuracy in or breach by you of any term of this Agreement, Company’s policies or any direction issued by the Company (ii) anything done or omitted to be done including due to fraud, negligence, default or misconduct by you; (iii) any action, suit of any nature against you.

22. Miscellaneous:

22.1. Other Representations and Warranties:

You represent and warrant to the Company that:

- (i) The execution, delivery and performance of this Agreement by you does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which you are a party or by which you may be bound; (ii) No action, suit, investigation, claim or proceeding of any nature are pending or threatened against you. Neither has a legal notice, warrant, charge sheet, arrest warrant been issued to you nor are you a party to any (whether civil, criminal, administrative, governmental, regulatory or other) legal proceedings, investigations, requisition or dispute, nor has any order been passed against you by any court or government authority convicting you of any offence or breach of any law. You undertake to immediately disclose to the Company of any action, suit, investigation, claim or proceeding of any nature are pending or threatened against you



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(iii) Upon the execution and delivery of this Agreement by the Company and you, this Agreement will be the valid and binding obligation of you, enforceable in accordance with its terms.

22.2. General: (i) The relationship between the Company and you being employer-employee is entirely governed by this Appointment Letter and no other instruments will govern the same; (ii) This Agreement will be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and the Company will be subject to exclusive jurisdiction of courts of Delhi; (iii) You hereby agree to keep the management of the Company informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the Company on your last known address (as intimated by you in writing) will be deemed to have duly served notwithstanding the fact that you have changed your address. All notices issued by you to the Company or by the Company to you will be sent either by first class registered or recorded delivery post, courier through a recognised service provider or through email transmission, provided in case of email transmission, the notice is also sent by registered post / courier within the next working day after email transmission. The date of service (other than by email) shall be deemed to be the day following the day on which the notice was posted. In case of notice by email, the date of service will be the date of such email transmission, if such email is sent within working hours, and the next working day after email transmission in case such email is sent post completion of working hours; (iv) Failure of the Company to insist upon strict adherence of any term of this Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the rights thereafter to insist upon strict adherence to that term or any term of this Appointment Letter; (v) In case any one or more of the provision or a part thereof contained herein is held, by a court of competent jurisdiction, to be invalid, unenforceable, illegal in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part thereof, and this Agreement shall, to the fullest extent permissible under applicable law, be reformed and construed as if such invalid, unenforceable, illegal provision had never been contained herein, and such provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent possible; (vi) This Appointment Letter shall be assignable by the Company to a third party. Neither this Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries and/or legal representatives without the Company's prior written consent; (vii) The headings used in this Appointment Letter are used for convenience of reference only and shall not be considered a part of this Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions; (viii) The provisions regarding confidentiality, intellectual property rights, indemnity, representations and warranties, covenants, non-compete and non-solicit, termination of employment, relief, this clause (Miscellaneous) and other provisions that are by implication essential to survive shall survive termination or expiry of this Agreement.; (ix) The remedies under this Agreement are cumulative and do not exclude other remedies to which Company is lawfully entitled.

We welcome you to our organization and look forward to a long and fruitful association with you and hope you will find your employment with us a rewarding experience.

With best wishes,

Yours sincerely,

For **Times Internet Limited**



Signatory Authority

Acceptance:

I have gone through the aforesaid terms and conditions / terms of appointment including the annexed documents such as Compensation terms, Code of Conduct and its Exhibits including Social Media Policy and Guidelines and Intellectual Property Rights terms, Confidentiality terms, as well as the Company policies referred herein and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

Signature

Date:

Full Name

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Annexure I
Compensation

1. Compensation Break-Up:

The details of your Compensation break up are as follows:

SALARY COMPUTATION	
Components	Per Annum
Basic	220008
HRA	109992
Flexi Component	160000
PF	26401
Gratuity	10582
Special Allowance	265020
TFP	792003
Variable Pay	88000
TTR	880003

TFP-Total Fixed Pay

TTR-Total Target Remuneration

Variable pay will be based on individual, team and business performance as determined by management and would be payable only if you continue to be an active full-time employee (should not have resigned/serving notice) of the Company on the date of such disbursement.

Acceptance

I have gone through the aforesaid compensation breakup and the same is acceptable to me.

Signature

Date:

Full Name



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Annexure II
Employee Benefits

All the full time regular employees of the Company are eligible for our employee benefit program starting from first of the month following their date of joining or on such date as specifically laid out in this document.

This document captures a summary of the key benefits.

Details mentioned below are as per current company policies and are subject to change in future at the sole discretion of the Company and will be duly intimated to the employees.

More details regarding benefits and related policies can be obtained from People Center (a web portal for Employees) post joining.

Employee medical insurance

Family Floater: The Company offers medical insurance cover of Rs. 500,000 (family floater) for employees and their dependents (Spouse, 2 Children and Dependent Parents to the maximum of 5 of the stated members) during their employment with the Company. Employees can cover either parents or parents-in-law (but not a combination).

Voluntary Top Up: Employees can also opt for voluntary top-up scheme for the dependents declared under the group medical insurance plan (apart from self, it could cover Spouse, 2 children and dependent parents/parents-in-law) by paying an additional premium. This is an additional cover over and above the defined sum-insured. Employees can opt for any of the sum-insured options from Rs.2 lacs to Rs. 15 lacs by paying annual premium as offered by the insurance company.

Employee accidental insurance

The employees are covered under Group Personal Accident Insurance equivalent to a minimum of Rs. 20 Lakh or One Year's Total Target Remuneration (TTR) whichever is higher.

Employee life insurance

The employees are covered under Group Life Insurance equivalent to twice the annual TTR of the deceased employee with a minimum cover of Rs.10 Lakh and maximum of Rs.3 Crores. It is clarified that; this benefit is only for employees and NOT for his/her dependents.

Leave

Casual leave - An employee is eligible for 10 casual leave in a year. New hires who join the organization after January 1st would be eligible for prorated number of casual leave.

Sick Leave - An employee is eligible for 10 Sick Leave in a year. Leaves will be accrued on the pro-rata basis by the end of each quarter. Sick leave can be accumulated up to 45 days.

Privileged Leave - An employee is eligible for 21 Privileged Leaves in a year. Leaves will be accrued on the pro-rata basis by the end of each quarter. Privileged leave can be accumulated up to 90 days.

Maternity Leave - Female employees would be eligible for a paid maternity leave of up to six months, i.e., 26 weeks.

Paternity Leave - A male employee would be entitled to 7 days of paid paternity leave.

Loss of pregnancy - A woman employee suffering from illness arising out of miscarriage may be granted leave of 6 weeks.

Adoption Leave and Surrogacy Leave policy

Eligible female employee is entitled to 18 weeks of paid leave from the date of handover of the child.

Eligible male employee is entitled to 7 days of paid leave, to be availed within the first month of arrival of child.

Child care

An employee can place their child between the age of 6 months to 5 years in any day care facility convenient to them and can claim reimbursement of monthly day care fees upto Rs. 4,000 per month. Tax applicable on the claims will be borne by the employee.

Employee transportation policy

Cab facility is provided to employee travelling between 8PM to 8AM.

Acceptance

I have gone through the above terms and the same are acceptable to me.

Signature

Full Name

Date:



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Annexure III
Confidentiality Terms

1. As an employee of the Company, you may receive and/or be exposed to certain Confidential Information. ***"Confidential Information"*** shall mean all information of whatever nature (financial, technical, commercial, legal or otherwise), whether or not in writing, whether or not proprietary or marked specifically as "Confidential", and disclosed by the Company to you, either directly or indirectly or obtained by you during the course of your employment with the Company. Confidential Information shall include, without limitation, information that relates to the business of the Company, its partners, customers, affiliates, vendors, contractors, pricing, marketing strategies, suppliers, employees, any data whatsoever, either created by you or otherwise including but not limited to data related to products, services, advertising, marketing in relation to the Company; any and all ideas or information conceived, originated, adapted, discovered, discussed, developed, acquired including any idea or information that could reasonably be expected to prove useful or valuable to the Company, proposals, draft agreements, letters of intent, correspondence and communication, meeting notes, presentations, prices, rates, costs, data, drawings, passwords and program designs, Developments, Intellectual Property Rights, any information received in relation to the Company whether in whole or in part, and regardless of the medium by which such information is supplied (including all copies and derivative works subsequently generated from such information). Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means.
2. You hereby agree and understand that, during your employment with the Company, and even thereafter, you will maintain strict confidentiality of all the Confidential Information and will not either directly or indirectly disclose the same to any other party/ persons whatsoever, other than in reference to the business of the Company and in the course of your duties, without express written permission/ authorisation of the Company. You will use the Confidential Information only for, or in relation to, performance of services in accordance with the terms of this Agreement; You hereby acknowledge and understand that, the breach of these provision will seriously jeopardise Company's interests.
3. Any Confidential Information disclosed or acquired hereunder will remain the absolute property of the Company or the originator of such Confidential Information. You agree that you will not acquire any right, whether expressly or by implication, under any patent, copyright, trademark or other intellectual property right or any other right or title to or licence in respect of Confidential Information.
4. You agree that you will exercise the same degree of care that you utilize to protect your own Confidential Information of a similar nature which will be no less than reasonable care, to protect the secrecy of and avoid disclosure and use of Confidential Information disclosed by the Company. You will cooperate with the Company and use your best efforts to prevent any misuse, misappropriation or unauthorized disclosure of Confidential Information. You agree to notify the Company of any misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to your attention.
5. You shall not divulge any Confidential Information, secrets connected with the trade, business, process or interests of the Company or part with any information to the detriment of the Company's interests, nor will you make any statement to the press/media on any of the issues on behalf of the Company or otherwise without prior written approval of the Company.

Acceptance: I have gone through the aforesaid Confidentiality terms and have understood fully the contents and intends and all the terms and conditions are fully satisfactory and acceptable to me.

Signature
Full Name

Date:



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Annexure IV
Code of Conduct

The purpose of this Code of Conduct (the “Code”) is for you to conduct business in accordance with the applicable laws, regulations, rules and with the highest standard of ethics and values. The matters covered in this Code are of utmost importance to the shareholders and other stakeholders of the Company. You shall be duty-bound to follow the provisions of this Code in letter and spirit. Accordingly, you are expected to read and understand this Code and uphold these standards in your business dealings and activities. The principles described in this Code are general in nature, you should also review Company’s other policies and procedures for more specific instructions.

I. APPLICABILITY

This Code is applicable to all the employees of Times Internet Limited and its subsidiaries. For the purpose of this Code the term “Company” shall mean and include “Times Internet Limited” or its other subsidiary companies, as applicable.

This Code is an integral part of your employment and breach of any provision of this Code shall be deemed to be a breach of the terms of employment and will be viewed seriously.

All existing conflicts of interest should be reported in the form in Exhibit D.

This Code may be updated or modified from time to time at Company’s discretion and will be published on Company’s internal platform/ employee portal. Employees hereby agree and undertake to read and comply with such modified Code. Each year, as part of annual review, employees of the Company will be required to sign an acknowledgment indicating their continued understanding of and compliance of the Code.

II. HONEST AND ETHICAL CONDUCT

i. The Company expects all employees to act in accordance with the highest standards of personal and professional integrity, honesty and ethical conduct, while working at the Company’s or its subsidiaries premises, at offsite locations, at Company’s or its subsidiaries sponsored business and social events, and/or at any other place where the employees represent the Company or its subsidiaries.

ii. The Company considers honest conduct to be conduct that is free from fraud and/or deception. The Company considers ethical conduct to be conduct conforming to be accepted professional standards of conduct. Ethical conduct includes ethical handling of actual or apparent conflicts of interest between personal and professional relationships.

iii. The Company expects all employees to comply with the applicable laws, rules and regulations. Violations of applicable governmental laws, rules and regulations may subject employees to individual criminal and/or civil liability. Such individual violations may also subject the Company to civil and/or criminal liability and/or the loss of business.

Company principles and its endeavor towards various categories have been outlined below:

1. EMPLOYEES

Company endeavors to maintain diversity in working environment where there is a mutual trust and respect, and everyone feels responsible for the performance and reputation of the Company. The Company recruits, engages on contract and / or promotes employees on the sole basis of the qualifications and abilities needed for the work to be performed. The Company endeavors to maintain safe and healthy working environment. We respect the dignity of the individual and the right of employees to freedom of association in compliance with law.

For detailed integrity attitudes expected from employees, refer Exhibit A of this Code.

2. CONSUMERS

Company is committed to provide quality products and services at reasonable prices. Consumer complaints and disputes will be resolved fairly and speedily without undue cost or burden.

3. STAKEHOLDERS

Company will conduct its operations in accordance with generally accepted principles of good corporate governance. We will provide timely, regular and reliable information on our activities, structure, financial situation and performance to all stakeholders.

**TIMES INTERNET LIMITED**

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Branch Office: Times Center, FC-6, Sector-16A, Film City, Noida-201301, U.P., India. Tel: +91-120-6776999. Fax: +91-120-6198113

Registered Office: Express Building, 9-10 Bahadurshah Zafar Marg, New Delhi-110002 Tel: +91-11-23302000/49372000

CIN: U74999DL1999PLC135531

4. BUSINESS PARTNERS

Company is committed to establishing mutually beneficial relations with our suppliers, customers and business partners. In our business dealings we expect our business partners to adhere to business principles consistent with our own.

5. COMMUNITY INVOLVEMENT

Company strives to be a trusted corporate citizen and, as an integral part of society, to fulfill our responsibilities to the societies and communities in which we operate.

6. PUBLIC ACTIVITIES

Company is encouraged to promote and defend their legitimate business interests. Company will cooperate with governments and other organizations, both directly and through bodies such as trade associations, in the development of proposed legislation and other regulations which may affect legitimate business interests.

7. THE ENVIRONMENT

Company is committed to making continuous improvements in the management of our environmental impact and to the longer-term goal of developing a sustainable business. Company will work in partnership with others to promote environmental care, increase understanding of environmental issues and disseminate good practice.

8. INNOVATION

In our innovation to meet consumer needs we will respect the concerns of our consumers and of society. We will work on the basis of sound science applying rigorous standards of product safety.

9. COMPETITION

Company believes in vigorous yet fair competition and supports the development of appropriate competition laws. Company and its employees will conduct their operations in accordance with the principles of fair competition and all applicable laws and regulations.

III. INTELLECTUAL PROPERTY RIGHTS

You shall comply with the intellectual property rights terms provided in Exhibit B of this Code.

IV. SOCIAL MEDIA USAGE POLICY AND GUIDELINES

You shall comply with the Social Media Usage Policy and Guidelines provided in Exhibit C of this Code.

V. VIOLATION OF THE CODE

Part of the employee's job, and of his / her ethical responsibility, is to help enforce this Code along with its Exhibits. Employees should be alert to possible violations. Any breaches of the Code must be reported in accordance with the Company policy. The Company expects employees to bring to their attention, or to that of senior management, any breach or suspected breach of these principles.

Provision has been made for employees to be able to report in confidence and make any protected disclosure under the Company's Whistle Blower Policy arising out of unethical behavior, actual or suspected, fraud or violation of the Company's Code of Conduct and Ethics policy.

As per Whistle Blower Policy, protected disclosure can be made and addressed to the Whistle Blower Committee by e-mailing on the Company's e-mail id at whistleblowertil@timesinternet.in or sending a written complaint in a sealed envelope written/typed in English/Hindi to "Whistle Blower Committee, Times Internet Limited, Ecstasy Park, Plot 391, Udyog Vihar, Phase III, Gurugram – 122016, Haryana.

The Company will take appropriate action against any employee whose actions are found to violate the Code or any other policy of the Company as per the procedure outlined under the Company's Whistle Blower Policy.

VI. WAIVERS AND AMENDMENTS OF THE CODE

We are committed to continuously reviewing and updating our policies and procedures. Therefore, this Code is subject to modification. Any amendment or waiver of any provision of this Code must be approved by the Company's Board of Directors.



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VII. NO RIGHTS CREATED

This Code is a statement of certain fundamental principles, ethics, values, policies and procedures that govern the employees of the Company in the conduct of the Company's business. It is not intended to and does not create any rights in any employee, customer, client, supplier, competitor, shareholder or any other person or entity.

VIII. ACKNOWLEDGMENT OF RECEIPT OF CODE OF CONDUCT

All new employees at the time of joining and existing employees on an annual basis should sign the Code, as modified from time to time, and submit to Company, indicating that they have received, read and understood, and agree to comply with the Code. In addition, all existing conflicts of interest should be reported in the form in Exhibit D.

IX. INTERPRETATION

The Company will be responsible for interpretation of the provisions of the Code. Any exception to the enforcement of this policy needs to be approved by the HR Head. The decision of the Company shall be final and binding.

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Exhibit A**INTEGRITY ATTITUDES**

Employees of our Company have always been expected to follow accepted norms of responsible management. Following is part of the Code, devised for all employees of the Company.

1. Employees shall disclose all their interests including investments in any companies and their relatives' interests to ensure that they perform their duties in unbiased and objective manner.
2. The employees shall not borrow from or lend money within the Company.
3. The Company appreciates those who keep away from smoking and drinking and discourages all forms of substance abuse. As part of healthy living, only vegetarian food is served in Company's offices and Guest Houses. Consumption of any non-vegetarian food and any alcoholic beverage is discouraged on Company premises, and consumption of any psychotropic substance is not permitted on Company premises.
4. Employees should not accept any gifts that may be offered and shall adhere strictly to the Company's policy on gifts. Employees should desist from accepting gifts, favors, concessional benefits such as loans, discounts, preferential shares and the sort from corporate bodies or other entities that they deal with in their professional capacity. Though nothing of value should be accepted, a commonsensical approach can be adopted towards accepting, say a modest box of sweets, inexpensive pens, diaries, calendars and such other tokens of courtesy.
5. All invitations for sponsored trips should come to the Business Head/ Functional Head for nominating a representative of the Company. Under no circumstances should the individual employee accept such an invitation on his / her own. The name of the host/inviting agency and the fact of that trip was sponsored by it should be mentioned at the conclusion of subsequent articles. Given the sensitive nature of political journalism and employment with a media organization, no hospitality from an individual politician or party should be accepted. In order to preserve its independence, Company would not like its employees to accept the hospitality of governmental or non-governmental institutions in India. In cases where, for convenience any company or other institution needs to be used, the Company will pay an amount equal to the ordinary commercial costs of similar facilities.
6. Every employee should ensure that professional objectivity is not influenced by personal likes, dislikes, friendship and ideologies. They should refrain from being members of political organizations.
7. In the event an employee's contract/ appointment with the Company is terminated or expires, the employee should not recruit, select or influence in any way, any employee of the Company or anyone working with the Company on contract, to join them as an employee or partner or any other capacity, association.
8. Employees will work exclusively for and in the interest of the Company. They shall not divulge any secrets connected with the trade, business, process or interest of the Company or part with any information to the detriment of the Company's interests.
9. Involvement in political activities, community affairs, demonstrations and social causes that could cause a conflict of interest with the discharge of professional duties should be avoided. The employee concerned should bring any situation of a potential conflict of interest (such as covering activities of a club organization of which one is a member) to the attention of the Business Head / Functional Head.
10. Reports, which might be damaging to an individual or organization, should not be carried without every effort being made to contact the affected party and obtain his / her / its views. In case no comment is available, the effort made to speak to the affected party should be reflected in the report.
11. An employee or executive should not use the normal requirement of protecting the confidentiality of his / her sources as cover to write unsubstantiated or sensational reports. The employee concerned must be armed with enough information and argument to satisfy the Business Head / Functional Head about the authenticity of his / her report, should the occasion for any doubt or question arise. While an employee or executive should make every effort to ensure objectivity and accuracy, the company should publish corrections and acknowledge errors.
12. (a) An employee (in market facing functions) will declare to his / her Functional Head / Business Head his / her total shares holdings/ interests in listed/unlisted Companies as per the protocols in place;
(b) An employee who holds shares in a particular Company must inform his / Functional Head / Business Head before writing a story and or article related to that company/said industry. Trading by an employee or executive on the basis of privileged and/or confidential information is a gross violation of professional ethics;
(c) All employees (in market facing functions) must not engage in or facilitate any direct or indirect dissemination or misuse of the Confidential Information, be it for market transactions or otherwise;

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(d) All employees (in market facing functions) should disclose and obtain prior approval from CEO for making investments in shares of any unlisted Company (including making of any angel funding/venture funding etc.). Employees shall not permit their names to be used, either directly or indirectly, by such investee companies without prior approval as stated above;

(e) Specified employees to declare, as per the protocols in place, from time to time, their dealings in listed securities, unlisted securities, real estate etc., if they are working /worked on any story/article on the said entity in the case of Journalists. If any employee has dealt with or are also dealing with an entity as a client, they should reclude themselves from investments in such entities, and if they decide to proceed with such investment, the same may only be effected with prior approval from CEO. Market facing executives should also transparently disclose to their reporting managers any conflicts of interest while working on any advertisement deals;

(f) Employees should avoid conducting business of the Company with a close relative or with a business in which a relative is associated in any significant role. The employment of relatives in the same department or in positions that have a financial dependence or influence is discouraged and an exemption must be obtained from CEO. The term "Relative" shall have the same meaning defined in the Companies Act, 2013.

Note: Employees of the Company to include, the immediate family, friends, associates or any family trusts or other investment vehicle if the relevant investment is established to have been influenced by the executive concerned.

(g) The Company strives to maintain a healthy work environment which is free from any undue influence or harassment, where employees can perform effectively and achieve their full potential. As you and your colleagues spend considerable time together at the workplace, some of you may develop personal, intimate, romantic or physical relationships. When workplace relationships present a conflict of interest with the Company's objectives, they evoke deep concern. Any such workplace relationships which may jeopardize efficiency, security, morale or supervisory frameworks are accordingly strongly discouraged by the Company.

13. You shall not directly or indirectly supervise any colleague if you develop any personal, intimate, romantic or physical relationship with such colleague - even if it is brief or casual. This requirement shall be applicable even when you are NOT in a position to influence such colleague's work profile. If you develop any personal, intimate, romantic or physical relationship at the workplace, or have or develop a family relationship with a colleague, you shall immediately disclose such relationships to the HR department of the Company through a communication sent to the email: personalrelationships@timesinternet.in within 15 days (of forming such a relationship). The matter will be kept confidential and suitable advice / instruction shall be shared with you in accordance with the Company's policies.

14 Notwithstanding the above, if any complaint is made against a person (making such disclosure) under any of the Company's policies - including the policy on Prevention, Deterrence and Redressal of Sexual Harassment at the Workplace - the Company may, at its discretion, take suitable and appropriate action in accordance with the applicable policies and provisions of law.

15. An employee of the Company should not acquire flats/house/land at concessional rate courtesy any government quota. In case there are any who have already acquired such property out of such a quota, they should declare to the Company the acquisition along with the price paid. employees occupying government accommodation on rent should confirm to the newly announced guidelines of the Press Council of India in this regard: payment by the employer, declaration to the government on March 31 of every year of details regarding salary, property acquired etc.: vacation of accommodation on expiry of allotment, etc. Information on all these aspects should be declared to the Functional Head / Business Head.

16. An advisory committee of employees selected by the Functional Head / Business Head will be set up to inquire into complaints of misdemeanor or bias against any employee. The committee may call upon the employee in question to submit a list of his/her assets or a record of his/her investments or any relevant document should the need arise. The Functional Head/Business Head will carefully consider the committee's recommendations before taking any action.

17. Employees in the Company are likely to be pampered, mollycoddled and felicitated by the government and other organs of state or sections of the civil society for their PR.

The same should not be expected from the Company as the relationship with the Company is strictly employer-employee. When senior members of the government including ministers visit employees on ritualistic occasions such as anniversaries, birthdays, etc. for their PR purpose, the concerned employee being in employment of a high visibility leader media organization will not look forward to the same from the Company.



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18. Likewise, other organs of the State, including, government or institutions may propitiate employees to do specialized writings on the plea that only they can do such a specialized writing on laudable subjects such as military, national integration etc. In such case, employees should be aware that when they take up such assignments it is in deviation and conflict with their relationship with the Company. If ever they are permitted to make such a contribution for the nation, it will then obviously, be the contribution of the Company, and they will be duty bound to project and represent so that the Company gets due acknowledgement.

19. Employees are involved in the processing of news and handling of events of importance to people involving public or special celebrity groups. They thus occupy a position of importance to these groups which will obviously make reverential gestures to them for their PR need. They will not expect the same from the Company.

20. The Company has often welcomed former employees back for work, and it is a matter of record that people have left and returned. The Company has often been involved in India's most coveted events. This being so, it has never felt the need to hold farewell events which, obviously, have no rationale or appeal given the Company's engagement in mega events which are sponsored as well as entertaining. People in the Company have little or no time to attend such ritualistic farewell events. Joining such farewell parties either by Directors or senior members of the organization is, indeed, not tenable given the choice to attend so many mega events of the Company as part of their duty or otherwise. Employees should respect protocols and culture of the organization as different from that of other organizations. The Company does not encourage practices, designations etc. followed by other organizations. It does not want any practices/appurtenances from the other organizations. That is why it does not allow security guards saluting to its staff (Government/Military/Police) or bowing by the staff as applicable in other states (law). Its appreciation is more based on contribution and talent than bowing and saluting. It does not encourage over courtesies and under courtesies because the same delays the process. The Company's courtesies and protocols are meant to expedite the transactions. People who perform over courtesies tend to cause divisiveness in the organization.

21. Journalists being in the vanguard of journalism would often be cajoled to write on the basis of sentiment about the nation, military, state etc. They should be aware that such appeals are stock appeals and should not in any manner distract them from their basic and core duty to the Company. They may also be appealed to write speeches to leaders on such similar grounds including propitiating their ego as being the best writer or intellectual. This also should not detract them from their basic and core duty to the Company. Journalists should not expect the same felicitation and praise from the Company's internal system because their relationship with the outside world is different from their relationship with the Company.

22. Employees shall work exclusively for and in the interest of the Company and should not engage in any part-time work or engage in any other work, business, occupation of consultation of any kind or accept any employment whether free or paid, directly or indirectly in any other Company. Employees shall work exclusively for and in the interest of the Company and should not engage in any part-time work or engage in any other work, business, occupation of consultation of any kind or accept any employment whether free or paid, directly or indirectly in any other Company without prior written information to the Company. Likewise, they should not accept any invitation, whether honorary or paid, to appear on television or on radio.

23. Without limiting the generality of the foregoing, any form of endorsement (whether paid or unpaid and whether the product is received as a gift or is purchased by the employee) on social media handles (verified or not verified) is prohibited along with on the bio, description and introduction section of Facebook, Twitter, Instagram and other social media handles. Company also prohibits promoting/review/talk about/the products purchased by employees themselves or received as gifts.

24. Employees shall hold themselves in readiness for any training at any place or places whenever required.

Acceptance

I hereby confirm that I have read and understood the above terms and will ensure to abide by the same.

Signature

Date

Full Name

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Exhibit B**Intellectual Property Rights Terms**

1. **"Developments"** mean collectively, any/all work performed, created, written, made, given, conceived or reduced to practice by you during your employment with Company and all proceeds/result of the employment services, including all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, concepts, proprietary computer software designs and hardware configurations, proprietary technology, live projects/features(whether or not made public by the Company), new product and service ideas, mask works, databases, object code, source code, computer programs, formulae, techniques, trade secrets, graphics or images, text, photographs, illustrations, film, articles, stories, features, cartoons, books, audio, video, logos, brand names, other items, literary, dramatic or artistic work and audio or visual works and all other works of authorship, whether or not patentable or copyrightable, that are written, created, made, given, conceived or reduced to practice by you (alone or jointly with others) or under your direction or supervision during the term of this Agreement. Developments include any/ all results / proceeds of your services to the Company (at any stage of development) as well as any such elements as may at any time hereafter be added and incorporated therein, and all versions thereof in any form, all Derivative Works and all Intellectual Property Rights in relation to the Developments and Derivative Works.
2. Developments are hereby specifically commissioned by the Company as part of this Agreement and that your services hereunder are done on a "work-made-for-hire" / commissioned basis.
3. As between the Company and you, the Company will be the first owner of all Developments, and the Company possesses the absolute and exclusive ownership, authorship, copyright, control and right in perpetuity and throughout the universe in and to the Developments, during your employment for any/all purposes, including, without limitation, any rights arising under any Intellectual Property Rights including the copyright laws of India or any other jurisdiction. Company's rights hereunder will include the exclusive right to own, reproduce, distribute, license, communicate to public and otherwise market and exploit the Developments in any manner or media, now known or hereinafter created. Without limiting the foregoing, the exclusive first ownership rights to all intellectual property made by you during the course of your contract / appointment with the Company including but not limited to all column names, slugs, blurbs which now or later becomes synonymous with the Company and/ or its products vests in perpetuity with the Company and will survive the tenure of your contract / appointment with the Company.
4. The Company can make any and all uses of the Developments and may authorize others to do so without limitation. It is hereby clarified that, if for any reason it is determined that your services or the Developments do not qualify as a "work-made-for-hire" within the meaning of Copyright Act, 1957 (or in any other jurisdiction) then, in consideration of your compensation agreed herein, you will be deemed to have hereby irrevocably transferred and assigned to the Company all rights, title and interest throughout the world in perpetuity in and to all Developments. You hereby waive any/ all claims of right in and to the Developments and any part thereof. You hereby irrevocably agree that the Company will have the unlimited right to vary, change, alter, modify, add to and/or delete or not use the Developments.
5. All the right in the Developments will continue to vest with the Company even after the termination/discontinuation or end of the contract period. You will not be entitled to any residual copyright or other Intellectual Property Right in the same. The Company would have all exclusive and universal rights to use, sell, publish, reproduce, republish, resell or reuse in any newspaper, magazine in any language or in any medium (including but not limited to print, publishing, electronics, television, radio, internet, digital, web,etc.) the Developments, articles, stories, features, cartoons, photographs, illustrations, graphics, books, audio transcripts, audio and or visual work, logos, brand names, other items if written, given or created by the you during the course of the contract period, without any payment to you. All Developments, whether in digital, analog or any other format will be submitted by you to the Company, without any demand, as the same remains the property of the Company. The Company will be free to make use of your contributions or work or exploit the same in any manner in any or all of the media whether it is portals or internet, radio, television, broadcasting or DTH and any other emerging form or media driven by technology or otherwise without any further payment to you.

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The term “Intellectual Property” shall mean and include any and all copyright in including all other artistic, literary, dramatic, vocal and musical materials, including any cinematographic films or recordings, background score, song elements; trademarks, trade names, Developments, object code, source code, patents, domain names, service marks, brands, designs, including all set designs, all confidential and proprietary information, knowledge, technology, computer programs, software, any licenses and permissions; goodwill, know-how, concepts, and all other intellectual property and other ancillary assets as recognised under applicable law, and in industry usage or otherwise;

“Intellectual Property Rights” or “IPR” means all rights in any Intellectual Property, in each case whether registered or unregistered and including all applications for registrations, and rights to apply and make such applications, and any extensions or renewals thereof, including all rights provided by international treaties and conventions, rights of distribution, reproduction and all other exploitation rights, and any goodwill in relation to or in connection with the same, or such other similar or equivalent rights or forms of protection which subsist or will subsist in the future in any part of the world.

6. You further acknowledge that the Company will be the sole and exclusive owner of all Derivative Rights and will have the sole and exclusive right to produce any Derivative Works based on the Developments, as the Company in its sole discretion may decide.

“Derivative Works” means all subsequent works based on the Developments including any underlying works therein, including but not limited to remakes, adaptations, prequels, sequels etc. and any/all other derivative works of any kind, in any/all languages throughout the territory of the world and in all medium, mode or method of exploitation or distribution of any audio or audio-visual content whether in existence or which may come into existence in the future;

“Derivative Rights” shall mean the exclusive right to produce Derivative Works based on the result and proceeds of your employment services, as per the sole discretion of the Company.

7. To the extent the assignment of Intellectual Property Rights in the Developments is not held valid by operation of law in any territory of the world, in respect of any mediums, mode or methods of exploitation that are currently not in existence or in commercial use, in addition to and notwithstanding the rights granted hereinabove, you hereby also grant to the Company, an irrevocable, exclusive, sub-licensable, and perpetual license to and in respect of all product of the employment services and all parts thereof, for the entire territory of the world, for such mediums, modes or methods of exploitation that may be present or developed in the future. You agree that the compensation payable to you under this Appointment Letter includes the consideration of the license in the product of your employment services under this clause, the sufficiency of which you hereby acknowledge.

8. You further agree and acknowledge, that a failure or delay on the part of the Company to exercise any rights over the Developments or any parts thereof, as contemplated herein shall not cause the assignment of any rights in such Developments, as applicable, to lapse, including under Section 19(4) of the Copyright Act, 1957.

9. Without limiting the generality of the foregoing, in consideration to the valuable remuneration / payment / other benefits made under this Agreement, all your posts or any material created or any work in any media, including but not limited to on social networking, micro blogging, video publishing, other social platforms, mobile platforms, internet websites like www.facebook.com or www.twitter.com, or Times Group blogs, or any other blog, or discussion forums, or newsgroups or mailing lists, through any means or under any name, directly or indirectly, all intellectual property rights in such material or work, shall vest solely with the Company in perpetuity. It is also agreed that you shall create or post any material or work in any media only with prior written approval of the Company, which may be allowed on a case to case basis, subject to prevailing Company policies. All acronyms and passwords used for creating or posting any such material or work shall be deemed to be the sole property of the Company. Notwithstanding anything contained in this clause, you may operate any internet user account in a personal capacity. However, you shall not post any news and other related material including, but not limited to photographs of workplace, office, shareholders, other employees of the Company or their place of residences on such personal internet user account and you shall always comply with the Social Media usage guidelines and policies updated by the Company from time to time.



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10. In the event, the Company approves posting of any material or work in any media, as stated above, all posts by you shall be made under a name / acronym which contains the Company's trademark or any other mark that is allowed by the Company, as a prefix or a suffix. You shall not alter the allowed name / acronym or any related password(s) without written permission of the Company, to be given by Company's relevant brand director or publisher. For the consideration under this Agreement, and in light of the fact that such posting shall be advertised by the Company in its sole discretion and at its expense in various media, you agree that any and all goodwill that is generated from your said posting, all content of the material or work created for such posting, the platform of such posting and related followership of people / unit of friends / readership, acronyms and passwords shall also be owned by the Company as the first rights holder and that you shall do everything required, both legally and morally, to ensure that such rights subsists in perpetuity with the Company.

11. In pursuance to the above, the Company owns all Intellectual Property Rights in official communications made by / with you in any media while performing your duties including but not limited to social media accounts or messages, emails, audio/ video recordings, WhatsApp messages or other official communications made through any electronic digital media in digital form or on devices (laptop/ mobile/ flash drive / hard disk or any other personal storage devices by whatever name called). Accordingly, during the term of this contract or in the event of its termination, all documents / files / information / conversations specifically prohibited herein will be retained by the Company. Any such official communication will not be permitted to be taken out of the office premises and may be deleted / altered from your personal accounts / devices at the Company's discretion. It is agreed that the Company may permit taking out of office only such information and/or conversations which are not proprietary to the Company or such data which is private in nature and is not arising out of your official obligations under this contract.

12. You hereby release, waive, discharge, absolve, agree to hold harmless and covenant not to sue the Company or its parent, holding, associate and subsidiary companies, their respective directors, agents, assigns, employees, licensees and successors from and against any and all claims, suits, actions, demands, liabilities and damages of any kind whatsoever arising out of or in connection with the employment or product of employment, including, without limitation, any and all claims for copyright infringement, invasion of privacy, violation of the right of publicity or of moral rights, and/or defamation. Without limitation of the foregoing, in no event will you be entitled to, and you hereby waive any right to, enjoin, restrain or interfere with use of the product of your employment services or the exploitation of any of the Company rights as provided herein.

13. You will make full and prompt disclosure to the Company of all Developments.

14. You agree that in the event of any emergency where intellectual property created by you is sought by the government then it will be done with due written permission of the competent authority of the Company.

15. You will cooperate fully with the Company, both during the term of this Agreement or anytime thereafter, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Developments. You agree to sign, both during and after the term of this Agreement, all papers, including without limitation copyright applications, waiver forms, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in the Developments.

16. You will not incorporate or permit to be incorporated in any Developments or disclose to anyone in the Company, any Prior Invention (as defined below). A "**Prior Invention**" is any development or work that you have, alone or jointly with others developed or reduced to practice prior to this Agreement or any other confidential or proprietary information that belongs to any third party.

17. You agree not to use, refer or include in Developments or Derivative Works or any other works/assignments/engagements carried out during the course of your employment with the Company or distribute or publish in any form and manner, on any forum or platform, the following content/images/works:

- i. Anything including any content/images/works which is the subject matter of or infringes any patent, copyright, trademarks or any other IPR of any third party, whether under Indian or International laws/ statutes or common law principles;



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CIN: U74999DL1999PLC135531

- ii. Restricted or protected codes, specifications, concepts, confidential or protected information or trade secrets of any third party;
- iii. Any other information which you are prohibited from using by virtue of any confidentiality, non-disclosure or other agreement/ arrangements with any third party or any information or content that you do not have the rights to use;
- iv. Anything which disturbs/violates or is not in consonance with public order, decency or morality or amounts to contempt of court, defamation or incitement to an offence.
- v. Any illegal or unlawful content or information
- vi. Any content or information that is otherwise harmful or prejudicial to Company's reputation or goodwill

18. In case of breach of any of the terms and conditions of this Exhibit B, including due to your gross negligence, willful misconduct or bad faith, you agree to indemnify the Company, its affiliates and their respective directors, officers, representatives, employees, managers and members and keep them harmless against any and all liabilities, claims, proceedings, damages, actions, penalties, suits by third parties for damages, property (IPR) damages, losses, and expenses including judgments, costs and reasonable counsel fees."

Acceptance

I have gone through the aforesaid IPR Terms and have understood fully the contents and intends and all the terms and conditions are fully satisfactory and acceptable to me.

Signature
Full Name

Date:



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Exhibit C**Company's Social Media Policy and Guidelines**

Recognizing the growing importance of social media, the Company has defined a social media policy applicable to all employees.

Social media is frequently changing, so rather than setting hard rules, please see the following guidelines and principles as mentioned below that we expect employees to follow.

Please note that our policy is constantly evolving and is based on best practices followed by international publishers and content creators and our own experience and wisdom as the worlds' leading website.

Further, these guidelines supplement other Company policies and standards and may be updated from time to time. The updated guidelines will be published on the Company's internal platform/ employee portal from time to time and you hereby agree to comply with the same.

A. General Guidelines

While we value employee privacy and a diversity of perspectives across our workforce, your activities on social media may be linked to the Company or impact its reputation or goodwill or the work environment. Hence, you should follow the below guidelines:

1. Unless specifically authorized by Company in writing, do not post, share, advocate anything on Company's behalf or any content that can be perceived as being endorsed by the Company. Make it clear that any views or opinions expressed are your personal views or opinions. Be mindful of and check the accuracy and authenticity of content that you post, share or advocate at all times.
2. Do not use any of the Company's trademarks, tradenames, logos, office photos, a personal photograph of other employees with office background or any other material that may bear direct or indirect reference to the same in your social media profile photo or at any other place that may mistakenly portray it as the publication's official social media channel.
3. Do not (a) spread unconfirmed news or rumours; (b) reveal Company's confidential information including any customer or team members information; (c) post or share any information that could jeopardize the safety of staff, like the exact location of reporting in a sensitive situation; (d) include the name of the Company or its group companies or any of their products, services or platforms on any of your social media usernames or accounts (d) market/ promote - any prohibited substances/ products (like guns, alcohol, tobacco), any software piracy systems (warez, cracking, etc.), hacking, gambling, phreaking, emulators, ROM's, etc, any illegal activities, deceptive practices, activities generally understood as Internet abuse.
4. Do not post, disseminate, share or advocate any content/ information that — (a) does not belong to you or infringes upon any third party rights, including intellectual property, proprietary, privacy, or publicity rights; (b) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; (c) Is threatening, abusive, sexually explicit, contains hate material, material promoting violence or discrimination of any kind; (d) Is false and can cause annoyance, inconvenience, danger, obstruction, insult, injury, criminal intimidation, enmity, hatred or ill will; (e) Is misleading, profane, indecent, or otherwise objectionable or offensive; (f) Harm minors in any way; (g) Violates any law for the time being in force including without limitation laws governing Information Technology and material on the internet; (h) Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature or knowingly and intentionally communicates information which is patently false or misleading but maybe reasonably perceived as a fact; (i) and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; (j) Impersonate another person; (k) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource (l) Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; (m) is otherwise harmful or prejudicial to Company's reputation or goodwill (n) violates any terms of the relevant social media platforms.

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5. Do not conduct any activity for financial or commercial gain through your social media account or on any social networks while you are in employment with the Company.

B. Editorial Standards

Social media is fast and dynamic, and as a Company representative, you are personally held to the same high editorial standards of accuracy and objectivity in what we report, that our media outlets expect. To that end, on all public, personal, and private accounts under your name:

1. Do not share, post, like, or otherwise advocate or disseminate messages that are illegal, disruptive, offensive, harassing, spam, pornographic or threatening in nature, including offensive comments about race, gender, appearance, disabilities, age, sexual orientation, religious beliefs and practice, political beliefs, national origin, or unauthorized disclosure of confidential material.
2. Do not spread unconfirmed rumours online, regardless of whether other journalists or news outlets have shared the reports. Stay with facts.
3. Assume internal discussions and meetings are 'off-the-record', unless otherwise stated.
4. If you are posting a message or email from a third party (such as a reader), make it explicitly clear in all posts that the content being shared is not your own. In any case, you must also check the accuracy of the content, as you will be responsible if you republish.
5. Be accurate in headlines and summaries for your stories, or other work, when posting them. It is easy to sensationalize or oversimplify, but this should be avoided.
6. Do not reveal confidential information that you or others are working on.
7. Do not post on social networks, any information that could jeopardize the safety of staff, like the exact location of reporting in a sensitive situation.
8. One must practice integrity and professionalism, and also respect privacy and impartiality when posting online.
9. You shall not post any material which is against the interest of the news channel/ brand you work for and the Company. Your posts shall not contain any material which reveals trade secrets and internal working including but not limited to people movement within the Company or confidential information like product launches of the Company or any suggestion / hints or views on any kind of internal or external gossip in any manner whatsoever.
10. If writing to viewers, subscribers, consumers is part of your official assignment at the Company, then as a representative of the Company, and keeping in mind that the Twitter handle may use prefixes or suffixes like "Times Network, TIL, Economic Times, Times Internet, ET, etc." and that it is part of your official assignment, you will post/tweet/retweet in line with the views published by the respective news channel/ brand you work for and complement/ supplement the views or news coverage or news reporting in the said news channel/ brand

C. Opinions and Biases

As a journalist, your responsibility is to write and inform the public, as a representative of the Company. Whether right or wrong, your posts on social media, both personal and corporate, can be interpreted to be a representation of the Company, and you will be held to a higher level of scrutiny for your voiced views than a regular citizen. You must operate your accounts, aware of how your story or comment will be received by different segments of society, home and abroad. To that end, on all public, personal, and private accounts under your name, you should not:

1. Declare views on political, controversial, or contentious issues, or take part in organized action in support of such causes or movements, either by writing, liking, favouriting, or supporting a post. Newsroom staff members who are not columnists or editorial writers must avoid posting opinions on social media outlets that would raise questions about their objectivity. You should not state your political preferences, or say anything that would compromise your impartiality.
2. Write in a way that seeks to predict – election results, match results, stock market, or otherwise.
3. Like, favour, recommend, or support comments or posts from politicians, bureaucrats, or anyone in a partisan or controversial position.
4. Write demeaning statements on anyone (such as teams, companies, or celebrities) that reflect badly on the organization.
5. Repost or retweet updates from others that can be perceived as an implicit endorsement of a specific viewpoint or fact.
6. Criticize or disparage the work of colleagues or competitors on social media.



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D. Mechanisms of Publishing

As journalists of the Company, our job is to ensure that our publications, online and offline, continue to remain thought leaders. As you publish on social media:

1. Link to the original news content on our respective website, rather than directly uploading or copying and pasting the material.
2. Do not publish exclusive text, photo, or video material online, until it has been published on our respective properties, from which it can be shared on social media.
3. Journalists are encouraged to blog on various subjects, but it must be done on the Company's web platforms. Publishing content on blogs must follow guidelines as stated for other social networks.

E. Account Management

1. Employees can either keep two accounts – a Personal and a Company Account (only if approved by Company)– or just one account (Single Account). In either case, all accounts managed by the employee will be subject to the same editorial standards outlined in this document. We suggest you keep a Single Account, as it is easier to manage, and you can aggregate followers in one place.
2. If you leave the Company, your Personal Account or your Single Account belongs to you.
3. Please inform your editors on whether you plan to keep separate accounts, and if so, all content related to your primary role at the Company should be posted solely on your Company Account.
4. The intellectual property rights of all content posted on your Single Account so long as you are employed by the Company and all content posted on Company Account shall vest with the Company,
5. If required, the Company may request access to sign in credentials to your Company Account or Single Account, to tweet or post critical information, with your consent.
6. Include the name of your publication (TOI, ET, etc) in your Twitter, Facebook, or other social media usernames for a Single Account or Company Account, as approved by Company. On Twitter, the easiest way to do this is to append your publication's abbreviation as a suffix to your existing username / handle. If you leave the Company in the future, you must change this.
7. Do not use your publication's logo in your social media profile photo, or at any other place that may mistakenly portray it as the publication's official social media channel. Use a personal photograph.
8. Even though you post from the personal handle, and there is a disclaimer that the views are personal, the fact that the world knows you as an employee of this company must be kept in mind while posting. It cannot be totally different from what the company's stated policy/belief is.
9. The list of followership of people / unit of friends / readership linked to the Company User Account shall be deemed to be an integral part of the Company Account and the Company shall have unhindered access to the same.

F. Sourcing of Information through Social Media

1. Information on social networks needs to be verified like any other information.
2. One must work to verify the authenticity of people and organizations before attributing facts or quotes to them obtained from social media networks.
3. One should use content / photographs from non-company websites only when (i) the content / image is in the public domain and is no longer subject to copyright protection, (ii) the copyright holder has given explicit permission; or (iii) if such use is 'fair' under established fair use principles. If you think you should be able to use copyrighted text, images, video or audio files based on 'fair use' principles, please consult your Editor and / or the Legal team first.
4. Conduct journalism in the open – Identify yourself and what you are doing. Use straightforward means to obtain information and photographs. Resorting to any other means should be approved and reviewed by an editor before you proceed.
5. Understand that users or sources may view your participation in a group as your acceptance of its views. Be clear that you are looking for story ideas or collecting information.
6. Consult an editor before using social networking sites to contact children and others who may not be able to fully comprehend the consequences of speaking to a journalist.



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G. Interacting with Readers

1. Any substantive criticism of our content should be taken seriously and one must notify reporting manager/supervisory editors as soon as possible.
2. Further, one must notify supervisory editors as soon as possible of any errors or potential errors, whether in their work or that of a colleague.
3. A thoughtful note from a reader / viewer that leads to a correction by us deserves an email of thanks.
4. If someone offers a criticism of a story or image but has their facts wrong, you should reply at least once to clarify the facts. However, it is best to avoid back-and-forth exchanges with angry people that become less constructive with each new round. Journalists have the option of blocking or muting people only in case they become abusive or threatening on social media.
5. Abusive, bigoted, obscene, and / or racist comments should be flagged to the senior editors.
6. When one encounters criticism, do not take it personally, and never make statements on behalf of your publication or the Company.
7. One should be a good listener and foster connections with readers who engage productively.

H. Corrections

1. You should assume that even if you delete a post, it is still public record, available to anyone who would have screenshotted the post, or kept an archive.
2. If you delete a post for factual inaccuracy, please notify your editor and issue a correction post thereafter. Do not try to hide the error by not acknowledging the deleted message.
3. In general, deleted posts can be viewed as trying to hide something, so please be transparent as / when you delete a post.

I. Intellectual Property Rights

1. It is agreed by you that the posts being made by you are a part of your responsibilities under your Contract with the Company and that the Company Account and related posts and content are the intellectual property owned by the Company.
2. As long as you are employed by the Company, the intellectual property and goodwill of your posts on the Company Account will belong to the Company.
3. If you leave the Company, the content created by you during your employment with the Company belongs to the Company. It cannot be used by your new employer or you and cannot be utilized for any other commercial purpose. All content and information in your possession even if not posted also belongs to the Company.
4. As the Company Account is the property of the Company, the Company shall be free to popularize the same on various media. All intellectual property rights existing and generated in relation to the Company Account while in employment with the Company shall vest with the Company in perpetuity. You shall not claim any rights or IPR in the Company Account or your posts and shall not in any case alter the username or display name of the Company Account.
5. The word 'TOI / ET / NBT / TIL/ Times Internet/ TIL Indiatimes' or any other trademark of the Company used as a part of Company Account is owned solely by the Company and has been allowed to be used as a specific license by the Company. You shall not claim any rights over the same in any manner whatsoever. You shall not take any action which brings any disrepute to the licensed trademark of the Company.

J. Advertising / Subscription Revenue

1. Any and all advertisement or other revenue generated at or by the Company Account shall be owned by the Company and if the same is available with you at any time, you shall pass it to the Company.

K. Other Corporate Guidelines

1. If you leave the Company, you retain the rights to your own handle or username. However, the extension in the screenname that identifies your affiliation with any Company publication must be removed upon departure.
2. You should be mindful that any opinions or personal information you disclose about yourself or your colleagues will be linked to your publication. The need for care applies all the time, on all accounts and services, regardless of 'privacy' settings, the intended audience, or if it is a 'direct' or 'private' message. Posts or direct messages on various social media sites like Facebook or Twitter, that one may think are restricted, can be easily and quickly shared with much wider audiences. Hence, these guidelines should be complied at all times, on all social media platforms and for all your interactions over the internet.



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3. As an organization, the Company needs to build stronger ties with consumers on social media, and we expect that our employees regularly engage with consumers on social media by active participation.
4. The posts made by you, both professional and personal in nature, shall always be in compliance with the laws of India, including but not limited to the laws governing IT in India and the guidelines governing and regulating material on the internet including its modification, quarantine or removal.
5. As long as you are employed by the Company, you are advised not to use social media for making customer service complaints as you might get special consideration because of your status as a Company reporter or editor.
6. With your consent, the Company would like to enable automated posting of stories that you have written or edited to your social media handles during your Contract with the Company.
7. As social media evolves, this policy too will evolve and basis feedback and interaction, we will continue to refine it.

L. Quick Guidelines on do's and don't's

1. Official Handle

Journalists should follow the below on Company's official handles-

- Do not go against the paper's views/ line i.e. the official handles should carry same sentiment as Company papers/ websites or stories and cannot be contradictory.
- Do not use the official handles to promote yourself or your own story or a colleagues' story.
- You should back the stories of the Company and other employees in various channels or news print, tv etc.

Please report any misrepresentation, non-compliance of the Code to the Company

2. Personal handle

Journalists should follow the below on their personal handles-

- Don't have any comment on news, politics, civic or crime.
- Don't make any news related comments and anything to do with news and current affairs has to be restricted to the official handle and Applicable Company guidelines should be followed.
- You should also exercise extreme caution during elections what you promote can be misunderstood.

3. Code of Conduct or guidelines pertaining to online / social media usage

- Employees may be active on social media, but while posting content and views, they must clearly call out their online posts as personal views only, so that the Company is not held liable for any repercussions that the employees' content or personal views may generate. This should be part of the bio/description of Facebook and Twitter handles, whether verified or not.
- Any sensitive Company information the employee may be privy to should not be shared in an online community. Divulging any company information is prohibited.
- Proper copyright laws should be observed by employees when posting online. Plagiarism cannot be tolerated under any circumstances.
- Comments and views relating to racial, ethnic, sexual, religious, and physical disability slurs will not be tolerated.
- One must practice integrity and professionalism, and also respect privacy and impartiality when posting online.
- Journalists must make all possible attempt to verify their content with credible sources before posting them online.
- Even though the person posts from the personal handle, and there is a disclaimer that the views are personal, the fact that the world knows you as an employee of this Company must be kept in mind while posting. It cannot be totally different from what the company's stated policy/belief is.
- We cannot be a fan of any politician and express that on social media. WE NEED TO BE NEUTRAL. READERS ARE OUR MASTERS, NOT POLITICIANS.
- FOR ENTERTAINMENT JOURNALISTS: They cannot be fans of movie stars on social media.
- NEUTRALITY - No commercial content to be tweeted or retweeted from personal or official handle unless it is part of Company's request or commercial deal by the Company.

4. HOW TO USE QUOTES ON TWITTER/FB/SOCIAL?

- Each quote must start with the Name and Designation of the person being quoted.
- Each quote must give the source of the quote, if the source is external.
- If the source is internal, you should specify- *as told to (state the name of property/publication).*
- The idea is that it should be clear right in the beginning that it's a quote and NOT something that is OUR statement.

At times, the Editor can modify it based on the demand of the situation

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- Stories being shared on social networks should NOT tag anyone from within the group/ Company. The person's photograph should also NOT be visible in the pictures being shared.
- If the story on social networks features an internal resource, such a story should NOT be PINNED.
- For special stories/analytical pieces/opinions pieces/shows: Its fine to name TOI journalists in social media posts.
- The journalist concerned in such cases will not be tagged or retweeted, only named in the post.
- The above points are not for all posts, it holds good only for standout stories/pieces which show domain expertise.

M. If you are in breach or non-compliance of this Code of Conduct, Social Media Policy and Guidelines or of any applicable laws, you shall be solely liable and shall keep the Company harmless and indemnified at all times. Further, in such events, the Company shall also have a right to take any disciplinary action against you including to terminate your employment forthwith.

Acceptance

I hereby confirm that I have read and understood the above policy and guidelines and will ensure to abide by the same.

Signature

Date

Full Name



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Exhibit D**ACKNOWLEDGEMENT FORM**

I have received and read the Company's Code of Conduct including all its exhibits. I understand that there may be additional policies or laws specific to my job. I agree to comply with the Company's Code of Conduct including all exhibits, policies and applicable laws. If I have questions concerning the meaning or application of the Code, any Company policies, or the legal and regulatory requirements applicable to my job, I know I can consult the HR department and that my questions or reports to these sources shall be maintained in confidence. I know I can make use of Whistle Blower Policy of the Company, if required.

Disclosure of existing conflicts of Interest:

- 1
- 2
- 3
- 4

(Please attach separate sheet if required)

Employee Name : **Full Name**

Employee No. :

Signature :

Date

Please sign and return this form to your HR Business Partner in case of disclosure of existing conflict of interests.

Acceptance

I have gone through the aforesaid additional terms and the Code of Conduct and have understood fully the contents and intends and all the terms and conditions are fully satisfactory and acceptable to me.

Signature :

Date

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