

DATED []

ITV plc

- and -

[Director]

DEED OF INDEMNITY

DATED

PARTIES

1. ITV plc (registered number 4967001) whose registered office is the The London Television Centre, Upper Ground, London, SE1 9LT (the "**Company**"); and
2. [Director] of [] (the "**Director**").

RECITAL

Pursuant to a resolution of the Company's Board of Directors, the Company has agreed to indemnify the Director on the terms set out in this deed.

OPERATIVE PROVISIONS

1. Definitions

The definitions in the Schedule apply in this deed.

2. Directors' and officers' insurance

- 2.1 The Company shall use its reasonable endeavours to purchase (if it has not done so already) and maintain for the Director, while the Director is a director or officer (or holds an equivalent position under the laws of any relevant jurisdiction) of any Group Company and for a period of six years after he ceases to hold any such position, directors' and officers' liability insurance. As and when any such insurance falls for renewal in accordance with its terms, or the existing policy expires and the Company seeks to obtain alternative cover, the Company shall use its reasonable endeavours to effect such renewal, or obtain such alternative cover, on terms under which the amount and scope of cover shall be comparable to the cover arranged by equivalent companies renewing or replacing their own directors' and officers' liability insurance at or around the same time. The Company shall ensure that the Director is provided at all times with a copy of the Company's current directors' and officers' liability insurance policy, in so far as it relates to him, or a summary of the terms thereof.

- 2.2 Nothing contained in this deed modifies any obligation imposed upon the Director under the terms of the Company's directors' and officers' liability insurance in force from time to time and nor will the terms of this deed take precedence over any other obligation, whether under the policy or otherwise, that the Director might have to assist the Company in complying with any obligations that it may have under the terms of such policy.

3. Indemnity

- 3.1 Subject to clause 4, the Company shall (to the fullest extent permitted by English law) indemnify and keep indemnified the Director on demand against all actions, claims, liabilities, charges, demands, proceedings, investigations and judgements which may be made against him or which he may suffer or incur as a consequence of, or which relate to or arise from, directly or indirectly, his powers, duties or responsibilities as a director or officer (or

equivalent position under the laws of any relevant jurisdiction) of any Group Company together with all reasonable costs and expenses (including legal and professional fees) and tax incurred in relation thereto.

3.2 Without prejudice to the generality of the indemnity set out in clause 3.1 and subject to clause 4, the Company shall to the fullest extent permitted by English law pay the reasonable legal and other expenses incurred by the Director in defending any proceedings (whether civil or criminal) or in connection with any application under section 661(3) or (4) or section 1157 of the Companies Act 2006 on an "as incurred" basis provided that, other than in the case of civil proceedings brought by any person other than the Company and any Associated Company, the Director shall repay any amount so paid or advanced in the event that the Director is convicted, judgement is given against him in the proceedings or the court refuses to grant the Director relief on the application, on the date on which the conviction, judgement or refusal of relief (as applicable) becomes final.

3.3 For the purposes of clauses 3.2 and 4, a conviction, judgement or refusal of relief becomes final:

- (a) if not appealed against, at the end of the period for bringing an appeal;
or
- (b) if appealed against, at the time when the appeal (or any further appeal) is disposed of,

and an appeal is disposed of if it (or any further appeal) is determined and the period for bringing any further appeal has ended or if it is abandoned or otherwise ceases to have effect.

3.4 All sums payable by the Company hereunder shall be paid free and without any rights of counterclaim or set-off and without deduction and withholding on any ground whatsoever, save only as may be required by law or where the right of counterclaim or set-off arises as a result of the Director's failure to fulfil those obligations described in clause 2.2. If any such deduction or withholding is required by law, the Company shall be obliged to pay to the Director such amount as will ensure that after any such deduction or withholding has been made the Director shall have received a sum equal to the amount that the Director would otherwise have received in the absence of any such deduction or withholding.

4. Exclusions and Limitations

The Company shall not be liable to make any payment to the Director under the terms of this indemnity in relation to any liability attaching to the Director in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any Associated Company of which he is, or was at the relevant time, a director, and which is incurred by the Director:

- (i) to the Company or to the Associated Company (as applicable); or
- (ii) to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising); or

- (iii) in defending any criminal proceedings in which he is finally convicted;
or
- (iv) in defending any civil proceedings brought by the Company or any Associated Company, in which final judgement is given against him; or
- (v) in connection with any application under section section 661(3) or (4) or section 1157 of the Companies Act 2006 in which the court finally refuses to grant him relief.

5. Conduct of claims

5.1 If the Director becomes aware of any circumstances which may lead to the Company being required to make any payment under clause 3, the Director shall:

- (a) as soon as practicable, give written notice of such circumstances to the Company;
- (b) not make any admission of liability, agreement or compromise with any person in relation to any such circumstances without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed; and
- (c) consult the Company regarding the conduct of any claim arising in connection with such circumstances and provide the Company with such information and copies of such documents relating to any such claim as the Company may reasonably request.

5.2 In the event of any payment under this deed, the Company shall be subrogated to the extent of such payment to all of the Director's rights of recovery against third parties (including any claim under any applicable directors' and officers' insurance policy) in respect of the payment and the Director shall execute all papers required and shall do everything that may be necessary to secure any rights, including:

- (a) the execution of any documents necessary to enable the Company effectively to bring an action in the name of the Director; and
- (b) the provision of assistance as a witness.

6. Shareholder actions

Without prejudice to any of the other provisions of this deed, and following a request to do so by the Director, the Company shall enforce, on the Director's behalf, the submission of each member of the Company to the exclusive jurisdiction of the courts of England and Wales with regard to all disputes between any such member and the Director (in the Director's capacity as director or other officer or agent of the Company or its Subsidiary Undertakings (as defined in section 1162 of the Companies Act 2006) or former director or other officer or agent of the Company or its Subsidiary Undertakings), as provided in article 165 of the Company's articles of association or in any other equivalent provision which may from time to time be incorporated into its articles of association.

7. Miscellaneous

- 7.1 The successors and personal representatives of the Director shall be entitled to the benefit of this deed.
- 7.2 This deed shall be governed by and construed in accordance with English law. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any disputes or differences arising under this deed.

SCHEDULE

Definitions

The following definitions apply in this deed including the recitals:

- “Associated Company” means any company which is from time to time a subsidiary of the Company, the Company's holding company or a subsidiary of the Company's holding company;
- “Group Company” means the Company, any subsidiary of the Company from time to time and any body corporate of which:
- (a) at the relevant time the Company or any of its subsidiaries owns more than 20% but less than or equal to 50% of the issued and outstanding voting shares; and
 - (b) the Director is from time to time, at the specific request of the Company, or any of its subsidiaries, a director or officer (or equivalent under the laws of any jurisdiction); and
- “subsidiary” and “holding company” have the meanings set out in section 1159 of the Companies Act 2006.

EXECUTED

AS A DEED by **ITV plc**

acting by:

Director

Director/Secretary

EXECUTED

AS A DEED by the Director

in the presence of:

Witness signature:

Witness name:

Witness address: