

[Date]

[Director name and address]

Dear [Name]

Your appointment to the board of ITV plc (the "Company") as a non-executive director will take effect from [date]. I am writing to set out the terms of your appointment. It is agreed that this is a contract for services and is not a contract of employment.

Appointment

Your appointment as non-executive director will be for an initial term of three years commencing on [date], unless otherwise terminated earlier by and at the discretion of either party upon one month's written notice. Continuation of your contract of appointment is contingent on your election at the next ITV plc AGM on [date] and on satisfactory performance and re-election at subsequent ITV plc AGMs.

Non-executive directors will typically be expected to serve two three-year terms, although the board may invite you to serve an additional period.

Time commitment

Overall we anticipate a time commitment of between 12 to 18 days per annum after the induction phase. This will include attendance at board meetings, board committee meetings, the AGM and an annual board away day. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.

By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role. The agreement of the Chairman should be sought before accepting additional commitments that might impact on the time you are able to devote to your role as a non-executive director of the Company.

Role

Non-executive directors have the same general legal responsibilities to the Company as any other director. The board as a whole is collectively responsible for the success of the Company. The board:

- Provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- Sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
- Sets the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.

All directors must take decisions objectively in the interests of the Company.

In addition to these requirements of all directors, the role of the non-executive director has the following key elements:

- Strategy. Non-executive directors should constructively challenge and help develop proposals on strategy;
- Performance. Non-executive directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- Risk. Non-executive directors should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible; and
- People. Non-executive directors are responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing, and where necessary removing, executive directors and in succession planning.

Fees

As from [date], you will be paid a fee of £55,000 per annum and an additional fee for your service on board committees as specified below, which will be paid quarterly in arrears, to be subject to an annual review by the board.

Member of the Audit Committee:	£5,000 per annum (£15,000 if Chairman)
Member of the Remuneration Committee:	£5,000 per annum (£15,000 if Chairman)
Member of the Nomination Committee:	£5,000 per annum (£15,000 if Chairman)

The Company will reimburse you for all reasonable and properly documented expenses you incur in performing the duties of your office.

Outside interests

It is accepted and acknowledged that you have business interests other than those of the Company and you have declared all such interests and any conflicts or potential conflicts at present. In the event that you become aware at any time in the future of any potential conflicts of interest, these should be disclosed to the Chairman and Company Secretary as soon as apparent.

The Board of the Company has determined you on appointment to be independent according to provision A.3.1 of the Combined Code.

Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination by whatever means, to third parties without prior clearance from the Chairman.

Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

Induction

As soon as practicable after appointment, the Company will provide a comprehensive, formal and tailored induction. We will also arrange for site visits and meetings with senior and middle management and the Company's auditors. We will also offer major shareholders the opportunity to meet you.

Review process

The performance of individual directors and the whole board and its committees is to be evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chairman as soon as is appropriate.

Insurance

The Company has directors' and officers' liability insurance and it is intended to maintain such cover for the full term of your appointment. A copy of the policy document is available on request.

A form of indemnity will be provided to you under separate cover together with a summary of the terms of the directors' and officers' liability insurance policy.

Independent professional advice

Occasions may arise when you consider that you need professional advice in the furtherance of your duties as a director. Circumstances may occur when it will be appropriate for you to seek advice from independent advisors at the Company's expense. A copy of the board's agreed procedure under which directors may obtain such independent advice is available on request. The Company will reimburse the full cost of expenditure incurred in accordance with such policy.

FSA Disclosure Rules

During the course of your directorship, you may have access to inside information about the Company and/or other publicly traded companies. "Inside information" is information of a precise nature about publicly traded companies (or their securities) which is not generally available but which, if it were generally available, would be likely to have a significant effect on the price of those securities (or any related investments). For this purpose, securities are defined widely and include shares, debts securities, options and futures and related investments including spread bets.

You will be aware that you owe a duty to the Company to keep any such inside information strictly confidential and only to make use of such information for the purposes of performing your duties as a director of a member of ITV plc.

You should also be aware that it can be a criminal and civil offence while in possession of inside information to deal in securities (or related investments) or to encourage another person to do so. It can also be a civil offence to disclose inside information to another person otherwise than in the proper course of the exercise of your directorship.

You will be provided with a copy of the ITV Inside Information Policy and Dealing and Disclosure Policy.

The FSA Disclosure Rules require us to seek your confirmation (in the form of the acknowledgement below) that you agree to abide by these policies.

By signing this letter you:

- (a) acknowledge your legal and regulatory duties as a person in possession of inside information (summarised above);
- (b) confirm that you are aware of the sanctions attaching to the misuse or improper circulation of inside information;
- (c) declare that you understand that any breach of your legal duties will render

