

To,

Date:

(Name)

(Address)

Sub: Appointment as Independent Director of Cosmo Films Limited under Companies Act, 2013

Dear Sir,

We are pleased to inform you that the shareholders of the Company at the 37th Annual General Meeting held on 25th September, 2014 have passed the resolution for your appointment as an Independent Director of the Company, pursuant to the Companies Act, 2013.

As per the requirement of the Companies Act, 2013, the above is being formalised through this letter of appointment.

This letter sets out the terms of your appointment as an Independent Director (I.D). The terms of your appointment, as set out in this letter, are subject to the provisions of the (i) applicable laws, including Act (as amended from time to time) and (ii) Articles of Association of the Company ("AOA").

1. Appointment:

1.1 Your appointment will be for a term up to 5 (five) years and shall take effect from September 25, 2014, subject to your fulfilling the criteria for being an Independent Director and not being disqualified to be a Director. ("Term")

1.2 As an Independent Director you will not be liable to retire by rotation.

1.3 During your tenure as an Independent Director, you may be nominated on one or more of the Board Committees as may be constituted from time to time.

2. Role, Duties and Responsibilities:

2.1 Your Duties and liabilities as Independent Director will be as per the applicable laws, Company's policies and the Articles of Association of the Company. You should strive to attend all the scheduled quarterly Board Meetings, Committee Meetings and other meetings and provide your expertise and experience in the functioning of Board and the Committees of the Board you may be nominated.

2.2 You shall abide by the 'Code For Independent Directors' as outlined in Schedule IV under section 149(8) of the Act and duties of directors as provided in the Act (including Section 166). For your ready reference, the relevant provisions have been extracted and attached to this letter as "Annexure-A".

2.3 You shall also abide by the Code of Internal Procedures and Conduct for prevention of Insider Trading framed under SEBI (Prohibition of Insider Trading Regulation), 1992. Further, for your ready reference the same is attached to this letter as “Annexure-B”

3. Directors’ fees/ Remuneration:

3.1 A sitting fee will be paid to you for attending each meeting of the Board as well as the committee meeting attended by you, as per the provisions of Section 197 of the Act 2013 and the Articles of Association, as fixed by the Board from time to time;

3.2 You will be entitled to claim reimbursement for your entire travelling, hotel and other incidental expenses incurred by you in performance of your duties, as per the provisions of the Act, 2013.

4. Review:

Your Performance evaluation shall be done by the Board of Directors annually, without your participation. You will participate in reviewing the performance of non-independent directors and the Board as a whole, performance of the Chairperson and other Independent Directors.

5. Indemnity and Insurance:

While acting in your capacity as a Director of the Company, the Company will provide you an appropriate insurance cover under Directors & Officers Liabilities Insurance Policy.

6. Disclosures, other directorships and business interests

During the Term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information’s as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing directorships.

During your Term, you agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect your status as an Independent Director.

7. Confidentiality

7.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during or after the Term) any confidential information concerning the Company and any Group Companies with which you come into contract by virtue of your position as a Non-Executive Independent Director of the Company.

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

8. Acceptance of Appointment

Please confirm your acceptance by signing and returning the enclosed copy of this letter.

We thank you for your continued support and commitment to the Company.

Yours Sincerely,
For **Cosmo Films Limited**

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

Place:

Date: