



we win

WWL/CS/2022/013

Date: 03rd February 2022

LETTER OF APPOINTMENT

To,

Awdhesh Shah

(DIN: 00184656)

HC-10, Abhiruchi Parisar,

Old Subhash Nagar,

Bhopal (M.P.) 462023

Sub: Your appointment as an Independent Director on the Board of We Win Limited.

Dear Sir,

We are pleased to inform you that, the members of We Win Limited (hereinafter referred to as "the Company") vide Shareholders Approval pursuant to the resolution passed by the shareholders of the company on 03rd February 2022 through Postal Ballot, have approved your appointment as an Independent Director on the Board of the Company w.e.f. 15th March, 2022 for a term of five (5) years.

This letter of appointment set out the terms and conditions covering your appointment, which are as follows:

1. Preliminary:

Your appointment is subject to the following:

- (i). During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every financial year under Section 149(7) of the Companies Act, 2013("Act") stating that you meet the criteria of Independence.
- (ii). In case of happening of any event, if you cease to meet the eligibility criteria for Independent Director, you shall promptly inform the company of the same and shall cease to become an Independent Director of the Company.
- (iii). So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a chairman or committee member will not exceed the limit stipulated under the Act and the Listing Regulations, if applicable

We Win Limited

(Formerly Surevin BPO Services Ltd.)

(CIN: L74999MP2007PLC019623)

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(including any statutory modification or re-enactment thereof, for the time being in force).

- (iv). So long as you are an Independent Director of the Company, you will ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act.
- (v). You will ensure compliance with other provisions of the Act and the Listing Regulations as applicable to you as an Independent Director.

2. Term of Appointment:

- (i). Your appointment is for a term of five (05) consecutive years, w.e.f. 15th March, 2022 and shall not be liable to retire by rotation.
- (ii). Upon completion of the initial term of five (05) years, your appointment as Independent Director can be renewed for another term in accordance with the provisions of the Act and applicable Listing Regulations.
- (iii). If your appointment is not so renewed, then upon completion of initial term it shall terminate automatically, with immediate effect and without compensation.
- (iv). Continuation of your appointment or extension of term and remuneration is also subject to performance evaluation carried out by the Board/Committee of the Board and any relevant statutory provisions relating to the removal of a Director/ Vacation of Office/ Disqualification of Director.
- (v). You will not be an employee of the company and this letter shall not constitute a contract of employment.

3. Expectation of the Board:

- (i). As an Independent Director you are expected;
 - to take decisions objectively and solely in the interests of the Company;
 - facilitate Company's adherence to high standards of ethics and corporate behaviour;
 - guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes, required if any;
 - guide the Board in monitoring and managing potential conflicts of including misuse of corporate assets and abuse in related party transactions;
 - guide the Board in ensuring the integrity of the Company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.
- (ii). The Board expects your active participation by providing vision and expert director which will enable the company to achieve excellent performance and growth.

- (iii). You may be required to serve on one or more Committees of the Board. You will be provided with the relevant terms of reference on your appointment to such a committee. Any such appointment will be covered in a separate communication.
- (iv). It is expected that taking into account all other commitments you may have, you are able to, and will, devote sufficient time to your duties as a Non-executive Independent Director.
- (v). You are expected to stay updated on how best to discharge your roles, responsibilities, and duties and liabilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.

4. Code of Conduct, Functions and Duties:

- (i). You shall abide by the Code of Independent Director as laid down under Schedule IV of the Act and applicable Listing Regulations or any amendments thereto. A copy of the Schedule IV is attached for ready reference.
- (ii). You will be expected to perform your duties, whether statutory or fiduciary, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience. You will have all the usual duties of an independent director under the Act and applicable Listing Regulations.
- (iii). You are expected to abide by the provisions specified in Schedule IV under Section 149(8) along with the provisions of section 166 of the Act and also of provisions/requirements of applicable Listing Regulations.
- (iv). You will disclose any direct or indirect interest which you may have in any matter being considered at a board meeting or committee meeting and you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest.
- (v). Unless specifically authorised to do so by the Board, you will not enter into any legal or other commitment or contract on behalf of the Company.

5. Liability:

As an Independent Director you will be liable only in respect of such acts which had occurred with your knowledge, attributable through Board process, and with your consent or connivance or where you had not acted diligently.

6. Remuneration:

Subject to applicable provisions/requirements of the Act and Listing Regulations (including any statutory modification or re-enactment thereof, for the time being in force) you will be entitled to;

- Sitting fees for attending meetings of the Board or Committees thereof, as may be determined by the Board from time to time;

- Reimbursement of expenses for participation in the Board and Other meetings and profit related commission, as may be approved by the Board and the shareholders from time to time.


5. **Miscellaneous:**

- (i). You will have access to confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), ("Confidential Information").
- (ii). You acknowledge that all information/ confidential information acquired during your appointment should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without prior clearance from the company.
- (iii). If any information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.
- (iv). You acknowledge the need to hold and retain company information (in whatever format you may receive it) under appropriately secure conditions.
- (v). This letter of appointment is governed by and will be interpreted in accordance with Indian Law and your engagement shall be subject to the jurisdiction of the Indian Courts.

If you are willing to accept these terms of appointment relating to your appointment as a non-executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning a copy of this letter to the Company.

Yours faithfully,

For We Win Limited
For & On Behalf
WE WIN LIMITED


(Abhishek Gupta)
Managing Director
(DIN: 01260263)

Managing Director



Encl: Code of Independent Director as laid down under Schedule IV of the Companies Act, 2013.

I hereby acknowledge receipt of and accept the terms set out in this Letter.



Awdhesh Shah

(DIN: 00184656)

Dated: 03/02/2022