



TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Date: 30.04.2015

To
Ms. Priyanka Upadhyay
B/113, Transist Camp, Sahara Studio,
Siddharth Nagar, Goregaon (West),
Mumbai, 400104

Dear Madam,

Subject: Your appointment as the independent director of First Winner Industries Limited

We would like to inform you that the Members of First Winner Industries Limited (the Company) at the Extra Ordinary General Meeting (EGM) of the Company held on April 30, 2015, have appointed you as an Independent Director for the purposes of the Companies Act, 2013 (the Act) and the Rules framed there under (hereinafter referred to as the Act), for 5 (five) consecutive years ending October 28, 2019.

1. Role and Duties

This letter sets out the terms of your appointment as an Independent Director. The terms of your appointment, as set out in this letter, are subject to the extant provisions of the:

- I. applicable laws, including the Act and Clause 49 of the Standard Listing Agreement, as amended from time to time (Listing Agreement) and;
- II. Articles of Association of the Company.

Apart from attending the meetings of the Board and the Committees of which you are a Member, you are requested to devote such time, as appropriate for you to discharge your duties effectively.

2. Committees

The Board of Directors of the Company, may from time to time, appoint you as a member of any Committee.

3. Remuneration

In accordance with the provisions of the Act, you will be paid remuneration by way of sitting fees for attending the meetings of the Board and the Committees thereof.



4. Reimbursement of Expenses

In addition to the remuneration mentioned in paragraph 3 above, you will, also be reimbursed for travel, hotel and other incidental expenses incurred by you in attending the meetings of the Board and Committee thereof and, in discharge of your duties.

5. Conflict of Interest

As per the requirements of the Act, you are required to disclose your other directorships, appointments and interests to the Board.

In the event, there is a conflict of interest which is likely to change your status as an Independent Director, then the same be informed immediately to the Chairman and the Company Secretary.

6. Codes/Policies

You are requested to comply with the Regulations and the Policies of the Company as applicable to the Directors.

7. Directors' and Officers' Liability Insurance

Presently, the Company has no D&O liability insurance policy. However, if the Company takes such a policy then a copy of the same will be supplied to you on request.

8. Confidentiality

All information acquired during your tenure is confidential to the Company and should not be released at any point of time, either during your tenure or thereafter (by whatever means) without prior clearance from the Chairman unless required by law. The Company may request you to surrender all the documents and other materials made available to you by the Company.

Yours sincerely,
First Winner Industries Limited

A handwritten signature in blue ink, appearing to read 'Rinku Patodia', is written over a horizontal line.

Rinku Patodia
Managing Director

Received

A handwritten signature in blue ink, appearing to read 'Rupa Patodia', is written below the word 'Received'.