

TERMS & CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

**(Pursuant to the Companies Act, 2013 and Regulation 46(2)(b) of the SEBI
(Listing Obligations and Disclosure Requirements) Regulations, 2015)**

BENCH MARK INFOTECH SERVICES LIMITED

(Formerly Bench Mark Infotech Services Private Limited)

CIN: U72200WB2007PLC112476

**Registered Office: P-118, Swami Swarupananda Sarani, 4th Floor,
Kolkata 700054, West Bengal**

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1. Appointment

The appointment of the Independent Director is subject to the provisions of the Companies Act, 2013, the rules made thereunder, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Articles of Association of the Company and other applicable laws, as amended from time to time. The Independent Director shall not be liable to retire by rotation during the tenure of appointment.

2. Term of Appointment

The Independent Director shall hold office for the term approved by the Members of the Company, subject to applicable laws.

3. Role and Duties

Provide independent judgement; safeguard stakeholders' interests; uphold corporate governance; review financial reporting and risk management; monitor integrity of financial statements; evaluate management performance; ensure legal compliance; perform duties under Schedule IV of the Companies Act, 2013.

4. Board and Committee Meetings

Attend Board and Committee meetings regularly and devote sufficient time to discharge responsibilities effectively.

5. Code of Conduct

Comply with the Company's Code of Conduct, Code for Prevention of Insider Trading, Code of Fair Disclosure, Companies Act, 2013, SEBI LODR Regulations and all applicable laws.

6. Fiduciary Duties

Act honestly, diligently, in good faith and in the best interests of the Company while exercising due care, skill and independent judgement.

7. Conflict of Interest

Disclose any actual or potential conflict of interest and abstain from participating where such conflict exists.

8. Confidentiality

Maintain confidentiality of all non-public information obtained during tenure except where disclosure is required by law.

9. Performance Evaluation

Performance shall be evaluated annually in accordance with applicable laws.

10. Remuneration

Entitled to sitting fees, reimbursement of expenses and commission, if approved and permissible. No stock options except as permitted by law.

11. Independent Professional Advice

May seek independent professional advice at the Company's expense where necessary, subject to applicable approvals.

12. Directors' & Officers' Insurance

The Company may provide D&O Liability Insurance, if considered appropriate by the Board.

13. Familiarisation Programme

Participate in familiarisation programmes conducted by the Company.

14. Resignation and Removal

Resignation/removal shall be governed by the Companies Act, 2013, SEBI LODR Regulations and other applicable laws.

15. Compliance

Comply with all applicable provisions of the Companies Act, 2013, SEBI Act, SEBI LODR, SEBI PIT Regulations, Secretarial Standards and other applicable laws.

16. Governing Law

These terms shall be governed by the laws of India.

BENCH MARK INFOTECH SERVICES LIMITED

Date: _

Place: Kolkata