

BENCHMARK COMPUTER SOLUTIONS LIMITED

Add: Unit No 2, 2nd Flr, Jyoti Wire House, Plot No 23a Shah Indl. Estate,
Veera Desai Road, Andheri (W) Mumbai 400053

Email Id: accounts@benchmarksolution.com CIN:U72000MH2002PLC137752

LETTER OF APPOINTMENT FOR ADDITIONAL DIRECTOR DESIGNATED AS INDEPENDENT (NON-EXECUTIVE)DIRECTOR

Date: 14/07/2023

To,

Girish Kumar Joshi

916, 9th Floor, K D Heights, Building No. 4, Opposite Laxmi Narayan Temple,
Kathiyawadi Chowk, Malad East, Mumbai - 400097

**Sub.: Appointment as an Additional director designated as Independent (Non-Executive)
Director of M/s BENCHMARK COMPUTER SOLUTIONS LIMITED.**

Dear Sir,

We welcome you on Board, as an Additional director designated as Independent (Non-Executive) Director of the Company, and value the beginning of a new association.

In line with the new Companies Act, 2013, appointment of Additional Independent Directors is required to be formalised through a letter of appointment. Thus, your appointment as an Additional Independent Director will be in accordance with and subject to statutory and other provisions. Specifically, we would like to mention the following:

1. TERMS OF APPOINTMENT:

- Your appointment is for a period of 5 consecutive years commencing from July 14, 2023 (subject to Members' approval at the ensuing Annual General Meeting of the Company);

-In compliance with provisions of section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.

-Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.

2. DUTIES:

- In addition to your role as Director on the Board, the Board may nominate you as the Chairman/ Member of other Board Committees, as it may deem fit from time to time.

-Schedule IV of the new Companies Act, 2013 prescribes certain duties for Independent Directors. We request you to kindly take note of the same.

-You shall act in accordance with the Company's Articles of Association as may be amended from time to time.

-You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.

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-You will also have duties and obligations usually associated with office of Independent Director.

-The Board may prescribe any further duties and responsibilities, including as per the Provisions of the applicable regulations.

3. STATUS OF APPOINTMENT:

-You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees (subject to deductions of applicable taxes)for meetings of the Board and its Committees as may be decided by the Board.

-The sitting fees shall be paid to the Non-Executive Independent Director as decided by Board from time to time.

4. CONFLICT OF INTEREST:

- It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

-In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to both the Chairman as well to the Board.

5. DISCLOSURE OF INTEREST:

- Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.

6. CODE OF CONDUCT:

- During the appointment you are required to comply with regulations as contained in Schedule IV under Companies Act, 2013, including the Code of Conduct.

7. 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 unless required by law. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

8. NOTICE PERIOD FOR RESIGNATION:

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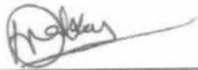
-You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board. In terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies, Mumbai.

9. GENERAL:

- This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Mumbai.

This letter takes effect from July 14, 2023 being the date of your appointment. We request you to take a note of this letter. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

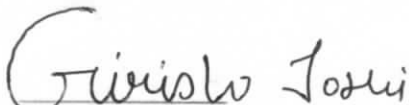
Yours sincerely,
By and on behalf of Board of directors
For BENCHMARK COMPUTER SOLUTIONS LIMITED



DHANANJAY VRINDAVAN WAKODE
Director
DIN: 02286601
Place: Mumbai
Date: 14/07/2023



I have read and agree to the above terms regarding my appointment as an Additional director designated as Independent (Non-Executive) Director of **M/s BENCHMARK COMPUTER SOLUTIONS LIMITED.**



Mr. Girish Kumar Joshi
DIN: 09659780

Date: 14/07/2023
Place: Mumbai