



Sylph Education Solutions Ltd.

Regd. Off.: ST-4, 22, Press Complex,
A.B. Road, Indore-452008 (M.P.) INDIA,
Tel./Fax: 91-0731-2571452,
Mob. No. +91-9425322352
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info@sylphedu.com Url: www.sylphedu.com
CIN: U80302MP2010PLC023011



Terms & Condition of appointment of Independent Director

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

The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

Their appointment and tenure as Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013 and the listing agreement.

Committees

The Board of Directors (the Board) may, if it deems fit, invite they for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Their appointment on such Committee(s) will be subject to the applicable laws and regulations.

By accepting this appointment, they confirm that they are able to allocate sufficient time to meet the expectations from their role to the satisfaction of the Board.

Role and Duties

As a member of the board, their role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement.

In terms of Section 166 of the Companies Act, 2013, they shall

- I. Act in accordance with the Company's Articles of Association.
- II. 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, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment.
- III. Exercise their duties with due and reasonable care, skill and diligence.
- IV. Not involve them self in a situation in which they may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- V. Not achieve or attempt to achieve any undue gain or advantage either to them self or to their relatives, partners or associates.
- VI. Not assign their office as Director and any assignments so made shall be void.

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They shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013, and duties of directors as provided in the said Act and as per the SME Listing Agreement. For their ready reference, the relevant provisions have been extracted and attached to this letter as Annexure A.

Remuneration, etc.

Fees/Commission:

They will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and/or approved by the Shareholders from time to time.

Reimbursement of Expenses:

In addition to the remuneration described, hereinabove, the Company will, for the period of their appointment, reimburse them for travel, hotel and other incidental expenses incurred by them in the performance of their role and duties.

Code of Conduct & other compliances

During the appointment, they will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Code of Conduct and Ethics for Directors and Senior Executives and Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect their status as an independent director, they shall give a declaration to that effect confirming that they meet the criteria of independence as provided in Section 149(6) of the Companies Act, 2013.

Conflict of Interest

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

In the event that their 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 judgment that they are independent, this should be disclosed to both the Chairman and the Secretary.



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Confidentiality

All information acquired during their appointment is confidential to Sylph Technologies Limited and should not be released, either during their appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, they shall surrender any documents and other materials made available to them by the Sylph Technologies Limited.

Their attention is also drawn to the requirements under the applicable regulations and the Sylph Technologies Limited Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of Sylph Technologies Limited. Consequently they should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

Evaluation

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors. Their appointment and re appointment on the Board shall be subject to the outcome of the evaluation process.

Disclosure of Interest

They shall disclose material interest that in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record their interest appropriately and our records are updated. A general notice that they are interested in any contracts with a particular person, firm or company is acceptable.

Termination

They may resign from their position at any time and should they wish to do so, they are requested to serve a reasonable written notice on the Board.

Continuation of their appointment is contingent on their getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. They will not be entitled to compensation if the shareholders do not re-elect them at any time.

Their appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.