



DRONE IMAGING & INFORMATION SERVICES OF HARYANA LTD.

Community Centre, Phoosgarh, Ward No. 4, Karnal (Haryana) 132001

Web Site: www.driishya.org

CIN: U74999HR2021SGC098039, E-Mail: csdriishya@gmail.com

To

Sh. _____
Independent Director, DRIISHYA
DIN- _____
House No.- _____

Memo No. ____/CS/DR/____

Dated: _____

Subject: Terms & Conditions of Appointment of Independent Directors.

Sir,

We are pleased to inform you that State Government of Haryana (GoH) has appointed you as Independent Director on the Board of Directors of the Company vide order _____ in pursuance to provisions of Article 11.3 of Article of Association of the Company. As per the requirements of Companies Act 2013 (herein after referred as "Act") and rules made thereunder, the above is being formalized through this letter of appointment setting out the terms and conditions covering your appointment.

1. Appointment:

- i) Your term of appointment as Independent Director (Part Time Director) on the Board of Directors of the Company will be exactly in accordance with the Order issued by State Government of Haryana and subject to the maximum permissible Directorships that one person can hold under the relevant provisions of the Act, as may be amended from time to time.
- ii) This appointment is subject to meeting the criteria for being an Independent Director and not being disqualified to be a Director under the Act as may be amended from time to time.

2. Role, functions and Duties, Responsibilities:

You shall help in bringing an independent judgement to bear on the Board's deliberation and be required to undertake and discharge role, functions and duties in accordance with the applicable provisions of the Act more particularly under the provisions of sections 164 to 167 and the **Code of Conduct** of Independent Directors as prescribed under Schedule IV of the Act, being guide to professional conduct, and any modification/revisions thereto, time to time and subject to applicability of its provisions on the Government Companies. **(Copy Attached at Annexure-I).**

3. Expectation of the Board:

- i) The Board expects a time commitment from your good self and your active participation by providing vision and expertise in relation to the Company's strategy, performance, and risk management as well as ensuing high standards of financial probity and corporate governance.
- ii) The Company/Board of Directors may request you to be part of one or more Board Committees for active participation in the decision-making process.
- iii) You shall strive to attend the meetings of the Board of Directors and the Committees of the Board of which you may be the member, meeting of Independent Directors as well as the General Meetings of the Company.

4. Sitting fees and reimbursement of TA/DA:

Sitting fee and reimbursement of TA/DA for attending meetings of the Board and Committees of the Board, where you are member, will be paid as per the approval of the Board of Directors of DRIISHYA/ State Govt.

5. Confidentiality:

All information/documents/processes/procedures in relation to the Company acquired during your appointment and tenure as an Independent Director is to be treated as confidential and should not be disclosed to third party/parties in any manner, whatsoever, without the written permission of the Chairperson/Chief Executive Committee/Chairperson & Chief Executive Committee, DRIISHYA and unless required by law.

6. Discontinuation/termination:

- i) Your Directorship on the Board of the Company shall terminate or cease in accordance with law/Articles of Association of the Company (as may be amended from time to time) or by the State Government of Haryana.
- ii) Upon completion of the present term, your appointment shall cease automatically unless you are re-appointed for further period.

7. Miscellaneous:

- i) This letter is issued based on the Act, Rules and other Regulations prevalent at the time of appointment. Any change in the above, shall automatically entail change in terms of conditions.
- ii) The Board of Directors or Chairperson or Chief Executive Committee of the Company is empowered to review and change the terms and conditions of this letter. Any changes, thereof, will be informed to the Independent Directors in the due course of time.
- iii) Your relationship with the Company will be that of an Independent Director on the Board of the Company and neither constitute a contract for employment/service nor a service contract.
- iv) The procedural formalities and compliances, pertaining to Independent Directors under the Act and relevant circulars/notifications etc. will be informed to you from time to time by the Company Secretary office, DRIISHYA. You may also address your queries, clarifications, if any, relating to this letter, to that office.

We are confident that the Board and Company will be benefitted immensely from your rich experience. You are requested to acknowledge the above cited appointment.

We look forward for your valuable contribution and guidance to the growth of Company.

Thanking you,

**Yours sincerely,
For and on behalf of the Board**

**Chief Executive Officer
DRIISHYA**