



**TERMS AND CONDITIONS OF APPOINTMENT
OF NON-EXECUTIVE DIRECTORS**



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1. APPOINTMENT

- 1.1 The appointment is for a period of 1 year until the next Company's Annual Meeting of Shareholders unless terminated earlier by either party giving reasonable verbal or written notice.
- 1.2 Reappointment at the end of the term shall be subject to the Constitution of the Company, the approval of the Board and to election by the Company's shareholder by ordinary resolution at the Annual Meeting of Shareholders.
- 1.3 Reappointment would be considered by the Board based on the outcome of the performance evaluation process and the directors continuing to meet the non-executive/independence criteria.
- 1.4 All Directors are required to actively contribute to the work of any Board Committees, established to assist the Board in the oversight and control of the Company.
- 1.5 The appointment may be terminated with immediate effect in case the directors
 - a) commit a material breach of his obligations under this terms and reference; or
 - b) commit any serious or repeated breach or non-observance of his obligations to the Company whether statutory, fiduciary or common-law; or
 - c) are guilty of any fraud or dishonesty or acted in a manner which, in the opinion of the Company acting reasonably, bring or are likely to bring the directors or the Company into disrepute or are materially adverse to the interests of the Company; or
 - d) are convicted of any arrestable criminal offence [other than an offence under road traffic legislation in Mauritius or elsewhere for which a fine or non-custodial penalty is imposed]; or
 - e) are declared bankrupt or have made an arrangement with or for the benefit of the directors' creditors; or
 - f) are disqualified from acting as a director pursuant to Section 133 of the Companies Act 2001; or
 - g) are disqualified from acting as a director pursuant to Section 21.6 of the Company's Constitution.

2. TIME COMMITMENT

- 2.1 The Company anticipates a time commitment of around 15 days per year after the induction phase. This will include attendance at Board meetings, at Board committees, the Annual Meeting of Shareholders, the annual budget and strategy Board meetings, meetings as part of the Board evaluation process, trainings and development programmes.
- 2.2 There is always the possibility of additional time commitment in respect of preparation time and ad hoc matters which may arise from time to time, and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, committee or shareholder meetings.
- 2.3 Directors should seek the Chairperson's consent before accepting additional commitments that might affect their time commitment in the Company.

3. DUTIES

- 3.1 As a non-executive, the director will have the same general legal responsibilities to the Company as any other director. The Board as a whole has the collective responsibility to promote the success of the Company and is expected to:
- 3.1.1 Set out the strategic objectives, policies and corporate values and, ensure that they are communicated throughout the organisation to continue to build sustainable value for the shareholder.
 - 3.1.2 Retain full and effective control over the Company and its capital resources and ensure that procedures, practices and effective internal system of controls are in place to enable risk to be assessed and managed in view to protect the Company's assets and reputation.
 - 3.1.3 Encourage a culture that promotes ethical and responsible decision making throughout the organisation and ensure that the Company complies with all the relevant laws, regulations and codes of business practice.
 - 3.1.4 Approve the budget at least annually and any major capital expenditures, major contracts, acquisitions and divestments.

3.2 The non-executive director will play an important role in the following key elements:

Strategy

3.2.1 To challenge and to assist in improving proposals on strategy;

Performance

3.2.2 To examine the performance of management in achieving the set objectives and monitor the reporting of performance;

Risk

3.2.3 To ensure that financial information of the Company is reliable and that appropriate and efficient financial controls and systems of risk management are in place;

People

3.2.4 To monitor the performance of executive director/s, to contribute in decisions in appointing and, where necessary, removing executive director/s, and to ensure that a succession planning is in place.

4. FEES

Directors' fees which are paid cover all duties, including service on any Board committee and certain additional responsibilities that may be requested.

5. OUTSIDE INTERESTS

It is accepted and acknowledged that non-executive directors may have business interests other than those of the Company and that they have declared any conflicts that are apparent at present. In the event that the non-executive directors become aware of any further potential or actual conflicts of interest, these should be disclosed to the Chairperson as soon as they become apparent.

6. CONFIDENTIALITY

All information acquired during the mandate is confidential to the Company and should not be released, communicated, nor disclosed either during the mandate or following termination (by whatever means), to third parties without the Company's prior clearance.

The directors should not use confidential information of the Company for their personal benefits.

7. INDUCTION

Immediately after appointment, the Company will provide a comprehensive, formal and tailored induction.

8. REVIEW PROCESS

The performance of individual directors and the whole Board and its committees is evaluated on a regular basis.

9. INSURANCE AND INDEMNITY

The Company, through its ultimate holding company, MCB Group Limited, has directors' and officers' liability insurance in place and it is intended to maintain such cover for the full term of your appointment.

10. INDEPENDENT PROFESSIONAL ADVICE

Circumstances may occur when it will be appropriate for non-executive directors to seek advice from independent advisers at the Company's expense. The Company will reimburse the reasonable cost of expenditure incurred by the directors for independent advice sought.

11. DATA PROTECTION

The Company will be holding and processing information about non-executive directors for legal, personnel, administrative and management purposes. The non-executive directors agree to the transfer of such personal information to other companies in the Group or to other third parties inside or outside Mauritius for administration (KYC and reference) purposes.