**MAIN TERMS OF APPOINTMENT FOR NON-EXECUTIVE AND INDEPENDENT DIRECTORS OF VLH LTD**

1. **APPOINTMENT**
	1. Non-executive or independent directors (the “Directors”) of VLH Ltd (the “Company” or “VLH”) are appointed by either:
		1. the board of directors of the Company (the “Board”) filling a casual vacancy created by the removal, resignation or disqualification of a director; or
		2. the shareholders of the Company by way of an ordinary resolution at a duly convened annual meeting of shareholders (“AMS”) or special meeting of shareholders (“SMS”) (together referred to as “General Meeting of Shareholders” or “GMS”).
	2. Appointment as a Director of the Company should under no circumstances be construed as a contract of employment.
	3. Directors appointed by the Board to fill in a casual vacancy shall hold office until the next AMS whereby the latter will be eligible to stand for appointment by shareholders.
	4. Directors appointed to the Board by shareholders shall hold office until the next AMS whereby all directors are eligible to stand for re-election.
2. **DUTIES**
	1. A Director should faithfully and diligently perform his/her duties under the laws of Mauritius.
	2. A Director shall be allowed to seek professional advice at the expense of the Company in view of fulfilling its duties and responsibilities as a director of the Company. However, Directors should seek advice of the Chief Executive and Chief Finance Officer on the process for seeking professional advice.
3. **BENEFITS**
	1. As a principle, a Director of the Company who is employed by the Rogers Group are not entitled to any directors’ fees.
	2. The Directors’ fee of any Director who is not employed by the Rogers Group shall be agreed between that Director and the Board.
4. **TIME COMMITMENT**
	1. Time commitment of two to three hours per board meeting.
	2. Each non-executive/independent director is expected to spend adequate time reading the board pack circulated to the directors of the Board ahead of each board meeting.
	3. The Director is expected to consult with the Chairman before accepting additional commitments that might affect the time able to devote to the role as a Director of the Company.
5. **CONFLICT OF INTEREST**
	1. A Director who has business interests other than those of the Company shall declare any interest conflicting with those of the Company as soon as the latter is aware of same.
	2. When a Director becomes aware of any potential conflict of interest, the latter shall disclose same to the Chairman and the Company Secretary of the Company as soon as possible to be recorded in the minutes of proceedings of the next board meeting.
6. **CONFIDENTIALITY**
	1. All information related to the Company acquired during the appointment as Director is confidential to the Company and should not be released either during the directorship or following termination of directorship, to third parties without the prior clearance of the Chairman of the Company.
	2. This section refers to information that has not already been disclosed by the Company and is already in the public domain.
7. **INDEMNITIES AND INSURANCE**
	1. The Director will be covered by the Directors’ and Officers’ liability insurance policy to which the Company has subscribed to. The policy provides cover to the risks arising out of the acts or omissions of the Director. However, fraudulent, malicious or willful acts or omissions are excluded from the scope of the insurance policy.
8. **DATA PROTECTION**
	1. The Director consents to the Company holding and processing the latter’s personal data for legal, administrative and management purposes and in particular for the procession of any sensitive personal data (as defined by the Data Protection Act 2017).
9. **REMOVAL OF DIRECTOR**
	1. A Director can be removed from office with immediate effect by way of an ordinary resolution of the shareholders of the Company.