

Policy owner	Board of Directors, Delegat Group Limited
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Applicability	Delegat Group and its subsidiaries

## LETTER OF APPOINTMENT

Dear.....

### Board Appointment

Further to our recent discussions, I am pleased to advise that the Board has requested I formally invite you to join them as a director of Delegat Group Limited.

The following sets out the terms of your appointment. If acceptable to you, please sign the enclosed duplicate copy of this letter acknowledging your acceptance and return it to the Chief Financial Officer in the envelope provided. The offer of directorship will be effective from the date of acceptance.

### Requirements and Expectations

#### Charter and Policies

Attached to this letter of offer is a copy of the Board Charter and accompanying Policies which form an integral part of the Company's governance process. Governance is a dynamic issue and accordingly the Charter is reviewed regularly which may mean that the requirements of your involvement, as with your fellow Directors, may change from time to time.

The Company's website carries a copy of the Charter and the various Policies that have been adopted by the Board and with which you commit to comply in accepting appointment as a Director.

#### Your Time Commitment

Your ongoing time commitment to the directorship includes:

- attendance at Board meetings (expected to be six times per year);
- attendance at additional meetings on an "as required" basis;
- participation on Board Committees;
- appropriate preparation prior to meetings;
- continuing education relating to your appointment (for which support will be provided by the Company).

The Company currently has two identifiable Board Committees:

- Audit and Risk;
- Remuneration.

It is intended you will be appointed to both committees and for the..... Committee as its Chairperson.

The Delegat group of companies is a global organisation. To ensure that Directors have a full appreciation of the reach of the Delegat group of companies, on-site visits to different regions will be undertaken – often at the same time as Board Meetings.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the commitments expected of the role.

### **Term of Appointment of Directors**

The NZX Listing Rules, as reflected in the Constitution, govern the method of appointment of Directors, the term of their appointment, and termination of their office.

Other than Directors who are appointed by the Board as an addition to the existing directors or to fill a casual vacancy, Directors are appointed by shareholders.

### **Shareholder Approved Appointments**

The length of term of an appointment approved by shareholders is a function of the number of directors on the Board and the period during which they have held office. This is because, with the exception of one executive director, the number of longest serving directors nearest to one-third of their number must retire at the Annual Meeting each year. A Director who has retired pursuant to these “rotation” rules is eligible for re-election by the shareholders.

Neither the Listing Rules nor the Constitution impose any restriction on the number of terms which a Director may serve, nor has the Company adopted any protocol which restricts directors from serving multiple terms. However, the Company will follow market best practice and will respond to its needs from time to time when considering future appointments.

### **Board Appointed Directors**

The term of office of a Director appointed to the Board as an additional Director or appointed to fill a casual vacancy expires at the Annual Meeting next following the appointment. At that meeting the retiring Director may seek election subject to the approval of the shareholders.

### **Your Board Appointment**

Your appointment is [**option:** as an additional director] [**option;** to fill a casual vacancy]. Accordingly at the next Annual meeting of the Company proposed for [ ] November/December 20[ ] you are required to stand for election by the shareholders. The Board has undertaken to support your election at that meeting of shareholders.

## **Remuneration of Directors**

Directors' fees are based on a fees pool approved by shareholders.

The present director's fee is \$..... pa with an additional fee of \$..... pa for chairing the..... Committee. These are gross payments. All directors' fees are paid in cash.

Directors' fees are reviewed bi-annually referencing market conditions and will be paid half-yearly in advance, in January and July (less any applicable New Zealand withholding tax). In the event that you hold office for part of a year, fees will be pro-rated accordingly.

The Company will reimburse all reasonable costs incurred by you in attending Board Meetings, including airfares and accommodation when necessary. In addition, any reasonable expenses incurred to entertain guests in the interest of the Company, will be reimbursed.

The Company does not have a policy of paying retirement benefits on cessation of office.

## **Indemnification and Insurance**

You will be covered by the Company's Directors and Officers (D & O) liability cover for damages including fines, penalties and legal costs arising from wrongful acts committed while acting as a Director of the Company and any company within the Delegat group of companies. However, cover is denied for acts such as events of fraud, dishonesty, wilful breach of statutes and regulations together with the improper use of information reflecting negatively on the Company or the Delegat group of companies.

The Constitution requires the Company to indemnify you against certain liabilities arising in your capacity as a director. The Chief Financial Officer will provide you with a copy of the Directors' Deed of Indemnity. By agreeing to be appointed as a Director, you agree to be bound by the terms of the Deed of Indemnity.

In respect to any events leading to litigation relating to your role as a Director, the Company undertakes to provide you access to any information relating to the litigation for a period of 6 years following the time of your departure from the Board.

## **Trading in Delegat Group Limited Securities**

A Financial Products Trading Policy is in place which restricts trading by any Director in the Company's securities other than at specified times and then only with the prior approval of the Company. The form by which a request is made to the Company for consent to trade in the Company's securities can be found with the trading policy, and is available from the Chief Financial Officer. On approval, the Company will, where required, make the disclosures public.

It is expected you will, following your appointment and within a two year period, acquire via the market a Delegat Group Limited shareholding in your name representing a value of 30% of your annual director fee entitlement at the date of your appointment.

## Confidentiality

All information you acquire as a Director concerning the Company and the Delegat group of companies which is not in the public domain is confidential and should not be released to any third parties either during your tenure as a Director or thereafter without the approval of the Board of the Company.

## Board Meeting Procedures

Board papers and materials for each meeting will be sent the week prior to the Board Meeting by courier post. The dates of Board meetings for the year will be notified at least 5 months in advance of the first meeting of the year.

## Other Directorships

The Company maintains an interests register. You must declare, for inclusion on the register any conflicts that are apparent at present and which may arise during the course of your appointment. Any potential conflicts of interest should be disclosed to the Chair of the Board as soon as they arise. Apart from where obvious conflicts of interest exist, a Director may accept appointments on other public companies so long as such appointment does not negatively impact or have the potential to negatively impact on the Company or activities of the Delegat group of Companies.

## Vacation of Office

You shall cease to hold office as a Director if:-

- you resign from office by notice in writing to the Company;
- by reason of the application of the provisions of Regulation 7.10 of the Constitution, your office as a Director is deemed to be vacated.

If you intend to resign or not to seek re-election it is preferable that you give the Chair adequate notice so that the Company can plan for succession of skills and experience.

We trust the foregoing provides a fair and reasonable outline of the requirements and terms and conditions for a Director of Delegat Group Limited. Whilst the outline provided is not exhaustive it may be taken as a summary to assist your decision prior to committing to acceptance.

On behalf of the Board I look forward to your acceptance.

Yours Sincerely

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I have read, understood and accept the terms and conditions relative to my holding the Office of Director of Delegat Group Limited.

..... (Signed) .....(Date)