xxxxxxxxxx

Email Address: [xxxxxxx](mailto:maindasteve@yahoo.com)

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Dear sssss,

**RE: BOARD DIRECTOR TERMS AND CONDITIONS**

On behalf of xxxxxxxx (the **“Company”**), I write to thank you for accepting to be a non-executive member of the Company’s Board of Directors and set out below the broad terms of your appointment:

1. **Term**
   * 1. Your appointment shall commence on xxxxxx (the “Commencement Date”) and shall, subject to favourable annual evaluation, subsist initially up to the third anniversary Annual General Meeting to be held in xxxxx and is renewable at the option of the shareholders of the Company.
2. **Company Documentation**
   1. Your appointment is on the terms of, and subject to the provisions of the Articles of Association of the Company for the time being (the “**Articles**”), and the general law applicable to companies in Kenya.
   2. You may resign as Director by giving not less than three (3) months’ notice in writing delivered to the registered office of the Company or tendered at a meeting of the Board of Directors of the Company (the “**Board**”).
   3. The shareholders of the Company may at any time, and without the requirement to give any reason therefore, terminate your appointment.
   4. You may also be removed as a Director and Chairman at any time in accordance with the provisions of Company’s Articles of Association and the Companies Act, 2015 of the Laws of Kenya (the “**Act**”).
3. **Services**
   1. You shall be required to attend Board meetings and any committee meetings that you may be a member of, which will be held on a quarterly basis or as need shall arise and the annual general meeting of the Company. Such Board meetings shall be held at the Company’s head office or such other location as notified by the Company Secretary in consultation with the Board from time to time.
   2. You are aware that you may be called upon from time to time to attend to the business of the Company and that the nature of the appointment makes it impossible to be specific about the time commitment. Save in the case of urgent matters, you shall be notified at least fourteen (14) days in advance of the dates and venues of the meetings.
   3. During the period of your appointment you will be required to serve the Company as a Director and Chairman and to deal with such matters as might reasonably be expected of a diligent director as and when the Company shall reasonably require them. Your duties as a Director will include (without limitation); attending all Board meetings of the Company and General Meetings of the Company, as well as making such time available as is necessary to prepare for such meetings.
   4. As Chairman, your role shall include;
      * 1. Providing overall leadership to the Board;
        2. Playing a key role in setting the agenda for Board meetings;
        3. Conducting efficient Board meetings and guide the Board’s decision-making process;
        4. Being available for consultations with the Board members and the CEO;
        5. Promoting a positive image of the Company; and
        6. Establishing possible links for attracting business and other business dealings for the Company.
   5. You are expected to remain current on how to best discharge your responsibility as a Director and Chairman of the Company including keeping abreast of changes and trends in economic, political, social, financial and legal climate and governance practices.
   6. As a Director and Chairman you may from time to time be called upon to execute documents for and on behalf of the Company, as well as any and all documents relating to your appointment, resignation from the Board or termination of your membership from the Board.
   7. You are therefore required to comply with all mandatory and applicable laws, regulations and requirements under:
      * 1. the Companies Act as well as all other relevant laws applicable to companies in Kenya;
        2. the Company’s Memorandum and Articles of Association; and
        3. The Board Charter.
4. **Specific Responsibilities**
   * 1. As a Director you shall have the following specific responsibilities:-
        1. understanding the Company’s business, the challenges, developments and opportunities relating to the business;
        2. preparing for and participating in Board meetings effectively;
        3. applying your specific skills and experience to provide guidance to the Company;
        4. jointly with the Management, developing the Company’s strategies and monitoring their implementation to ensure the profitability of the Company;
        5. generating new or growing the Company’s businesses using the knowledge, experience and contacts you possess;
        6. providing entrepreneurial leadership to the Company;
        7. monitoring the Company’s business activities to minimize risk to the business;
        8. maintaining independent judgment;
        9. communicating the Company’s policies as necessary;
        10. ensuring the establishment of corporate governance standards and the adoption, through regular reviews, of best corporate governance practices;
        11. ensuring that the Company fulfills  its statutory duties; and
        12. Observing the Company’s policies including without limitation, the Terms of Reference.
5. **Compensation and Indemnity**
   1. In consideration of your acceptance of this appointment, you shall be entitled to a remuneration fee of xxxxxxx payable monthly in arrears with effect from xxxxxx.
   2. The said amount is gross and is therefore subject to applicable taxes.
   3. Payment shall be made by cheque or credit transfer directly to your designated bank account.
   4. You shall also be entitled to reimbursement of all reasonable out of pocket expenses properly incurred by you in the proper performance of your duties.
6. **Conflict of Interest**
   1. It is accepted and acknowledged that you have business interests other than those of the Company. You agree to notify the Company as soon as you become aware of any conflict of interest between your personal affairs and those of the Company
   2. You agree that you will not accept any engagement, employment, membership or instructions from any person which would or might result in a conflict of interest with your membership and/or appointment hereunder and you will as soon as reasonably practicable before any such conflict arises consult with the Company.
7. **Confidentiality**
   1. You shall at all times keep confidential the affairs of the Company and shall not use for personal gain or divulge to any person any trade secrets or other confidential information of the Company which you may have received or obtained by virtue of being a member of the Board of Directors including, but not limited to, all information relating to the Company’s business transactions and investments. In the event that you cease to be a member of the Board of Directors for whatever reason you shall return to the Company all proprietary material belonging to the Company including all electronic hard media and any files and documents in your possession or under your control which contain or record any confidential information or matters relating to the Company and to take such measures to permanently delete all information in relation to the Company, stored in hard discs or other electronic media in your possession including but not limited to, formatting the hard disk or such other electronic media, or using data wiping software and to furnish satisfactory evidence to the Company.
   2. The restriction contained in this clause 7 shall survive the termination of your appointment but shall cease to apply to any information or knowledge, which has come into the public domain except through your unauthorized disclosure of the same.
8. **Nature of Relationship**
   * 1. Your membership to the Board of Directors does not constitute an employment contract and nothing in this letter should be construed to create an employment relationship between the parties. In particular, in the event of termination you shall not be entitled to damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term specified in clause 1 above.
9. **Governing Law**
   * 1. This letter shall be governed by and construed in all respects in accordance with the laws of Kenya and the Kenyan courts shall have exclusive jurisdiction to determine any disputes that may arise in connection herewith.

Please confirm your acceptance of the above terms by signing and returning to me the attached duplicate copy of this letter.

**For and on behalf of xxxxxxx**

Yours sincerely

xxxxxx

**xxxxxxxxxx**

**Acceptance**

I hereby accept and confirm my agreement to the terms of membership and/or appointment as set out in this letter.

……………………………………

(*INSERT NAME)*

……………………………………

Date

Witnessed at my request by:

………………………………………..

Name

………………………………………..

Address

………………………………………..

Signature

………………………………………..

Date: