

Appendix A: MEF Board: Board Directors' Duties and Obligations

The members of the Global Board of Directors of MEF and the members of each Regional Branch Board of Directors (each a **Director**) shall each be bound by the duties and obligations set out below and in taking the position and continuing to act in that capacity will be taken to have accepted and agreed to be bound by such duties and obligations. **Board** shall mean the Global Board of Directors of MEF or a Regional Chapter Board of Directors as the case may be. **Executive** shall mean the MEF Global and Regional staff. Reference to one gender shall include all genders.

Each active Founding Director with permanent observer status on the Global Board, each Special Adviser and each holder of a special title (including, but not limited to, Emeritus Titles) shall be deemed to be a Director for the purposes of this document.

1. Confidentiality

1.1 No Director shall, without the prior written consent of the Board:

- a. use the Confidential Information otherwise than for furthering the policies, initiatives and activities of MEF as expressly authorised by and in accordance with the direction of the Board; or
- b. forward or otherwise disclose the Confidential Information or any part of it to any person (including, but not limited to, the MEF member by whom the Director is employed or engaged) other than disclosure in accordance with paragraph 1.3 below; or
- c. make or procure or permit another person to make an announcement in respect of Confidential Information; or
- d. make any copies of or otherwise reproduce in whole or part documents or other media containing Confidential Information; or
- e. discuss any Confidential Information with the members, employees, customers, suppliers, agents or advisers of MEF.

1.2 Confidential Information means:

- a. all information in whatever form and of whatever nature relating to MEF obtained by a Director from or in connection with any meeting of the Boards or their sub-committees or in their contact with the Executive or disclosed to a Director in the course of his role as a Director;
- b. all information acquired by observation by a Director at the offices of or other premises of or used by MEF relating to the affairs of MEF; and
- c. all analyses, compilations, studies and other documents prepared by or on behalf of MEF which contain or otherwise reflect or are generated from the information specified in paragraphs (a) and (b) above.

1.3 The restrictions in paragraph 1.1 above shall not apply to any information which:

- a. at the date of its disclosure to the Director was known to the Director by reference to written records in the possession of the Director; or

- b. was, at the date of its disclosure to the Director, public knowledge or subsequently became public knowledge (otherwise than as a result of a breach of the terms of this document by any Director); or
- c. is acquired by the Director from any third party (but not to the extent that the information has been acquired directly or indirectly in breach of an obligation of confidentiality owed to MEF); or
- d. is required to be disclosed or announced by law or order of a court of competent jurisdiction or the regulations of a recognised stock exchange or the Financial Services Authority, the Office of Fair Trading, the European Commission or by any government department or agency or by any equivalent laws or regulations of institutions or other equivalent authorities in jurisdictions outside the United Kingdom, provided that in each case, the Director informs MEF promptly if such a disclosure becomes (or it is reasonably likely that it will become) required.

2. Conflicts of interest

- 2.1 Each Director shall take all reasonable steps to avoid any conflict of interest.
- 2.2 Each Director shall promptly inform the Board of any potential or actual conflict of interest.
- 2.3 On notification or becoming aware of a potential or actual conflict of interest (including, but not limited to, membership of the board or any committee of another representative organisation, industry association or trade body) the Executive may in its own reasonable assessment require the Director to:
 - a. step down from such position giving rise to potential or actual conflict of interest; or
 - b. nominate an alternate to serve on the Board in place of the Director in accordance with MEF's Rules and Procedures and the Director will comply promptly with the Executive's decision. The Global Board shall decide any dispute arising in connection with a conflict of interest and the determination of the Global Board shall (unless clearly in error) be conclusive and binding.

3. General Duties

- 3.1 Each Director shall:
 - a. act in a way he considers in good faith would be most likely to promote the success of MEF for the benefit of the members as a whole;
 - b. not accept any benefit from a third party offered because he is a Director or because of the actions he takes or does not take as a Director;
 - c. use reasonable care, skill and diligence in carrying out his duties as a member of a Board;
 - d. act in accordance with and in the spirit of MEF's Rules and Procedures; and
 - e. exercise his independent judgement in carrying out his or her duties as a member of a Board (and not, for the avoidance of doubt, automatically at the direction of the MEF member by whom the Director is employed or engaged).
- 3.2 Each Director shall attend in person, or appoint an alternate person (subject to Board approval) to attend, all meetings of the Board.



4. Breach

4.1 If a Director:

- a. breaches any of the duties or obligations set out in paragraphs 0 or 3.1; or 21
- b. fails to attend, in person or by an alternate appointed in accordance with paragraph e), three consecutive meetings of the Board,
- c. then the Global Board shall decide upon a suitable sanction for such breach or failure (including, but not limited to, the removal of the Director from the Board).

4.2 The determination of the Global Board shall (unless clearly in error) be conclusive and binding.