

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. SHAREHOLDERS WHO WISH TO CONTINUE TO RECEIVE DIVIDENDS FULLY IN CASH NEED NOT COMPLETE THIS FORM OR TAKE ANY FURTHER ACTION.**

*(Instructions and notes overleaf)*

**A. ELECTION FOR SCRIP SHARES**

I/ We declare that I/ we have read and understood the rules governing the Scheme (the “Rules”), the circular pertaining to the Scrip Shares (the “Circular”), all relevant corporate announcements made by MCB Group Limited (the “Company”) applicable to the dividend distribution and this Election Form (the “Terms & Conditions”). I/ We hereby irrevocably elect for the option chosen below subject to the Terms & Conditions (please tick the relevant option below):

**Elect to receive the following percentage of my dividends in Scrip Shares instead of receiving dividends fully in cash.**

25%                     
  50%                     
  75%                     
  100%                     
  Other \_\_\_\_\_%

**B. CANCELLATION OF INSTRUCTION TO RECEIVE SCRIP SHARES**

I/We hereby irrevocably elect to cancel my/our previous instructions for Scrip Shares and opt to receive dividends in cash.

**C. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

I/ We, being/ representing the Investor, hereby authorise the Company to send all notifications pertaining to my/ our investment in the Company (through shares, notes or such other instruments that I/ we may invest in from time to time) (the “Investments”) to the email address specified below. I/ we further agree to the Indemnities (as defined below) overleaf.



- YES, I/ we consent to receive electronic communications  
 NO, I/ we prefer to receive hard copy communications

Name of Shareholder/  
*Usufruitier\** (the “Investor”) <sup>1</sup> \_\_\_\_\_

Name of joint holder(s) <sup>2</sup> \_\_\_\_\_

CDS Account of Investor <sup>3</sup> \_\_\_\_\_

Contact Numbers                      Mobile: \_\_\_\_\_                      Home/ Office: \_\_\_\_\_

Email Address \_\_\_\_\_

Name of bare-owner <sup>4</sup> \_\_\_\_\_

CDS Account of bare-owner <sup>5</sup> \_\_\_\_\_

**SIGNATURES**

\_\_\_\_\_  
Signature

Name : \_\_\_\_\_

Capacity : Self/ Proxy/ Authorised Signatory \*

Date : \_\_\_\_\_

\_\_\_\_\_  
Signature

Name : \_\_\_\_\_

Capacity : Self/ Proxy/ Authorised Signatory \*

Date : \_\_\_\_\_

\* delete as appropriate

## INSTRUCTIONS FOR ELECTION TO SCRIP SHARES

The Rules and the Circular are available for inspection on the website: [www.mcbgroup.com](http://www.mcbgroup.com). Any capitalised term used herein and not defined shall have the meaning ascribed to it in the Rules.

**This duly completed Election Form should be received by M.C.B. Registry and Securities Ltd (the "Registrar") at latest by the Last Date to Return Election Form (as will be communicated by the Company) at its office at Sir William Newton Street, Port Louis, Mauritius or by email on [scrip.rs@mcbcm.mu](mailto:scrip.rs@mcbcm.mu). Election Forms received after this deadline will be effective for next dividend distributions of the Company.**

In order to be eligible for the Scrip Shares, Eligible Shareholders should dematerialise their shares in a CDS account. The Company reserves the right in its discretion to treat as invalid any Election Form not complying with the terms of the election, any instruction, the Rules or the Circular and/ or require proof of the authority of the person(s) signing this Election Form.

### Notes

- Name of Shareholder/ *Usufruitier*** – Insert name of the shareholder or *usufruitier*. A person who is an *usufruitier* to multiple bare-owners and who also owns ordinary shares in their own name should fill in separate Election Forms for each different scenario.
- Name of joint holder(s)** – each joint holder should also sign this Election Form in the space provided overleaf; not applicable when Investor is an *usufruitier*.
- CDS account of Investor** – this is the CDS account on which Scrip Shares will be credited; in the case of an *usufruitier*, the entitlement to Scrip Shares will be calculated by reference to the number of shares in the **CDS account of the bare-owner** (see 5 below) against which the Investor is named as *usufruitier*.
- Name of bare-owner** – only applicable to an Investor who is an *usufruitier*; the bare-owner should also sign this Election Form in the space provided overleaf.
- CDS account of bare-owner** – only applicable to an Investor who is an *usufruitier* (see note 3 above).

**IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, PLEASE CONSULT YOUR INVESTMENT DEALER OR OTHER PROFESSIONAL ADVISOR IMMEDIATELY.**

Should you have any further question on how to complete this Election Form, please contact the Registrar on +230 202 5640 or [scrip.rs@mcbcm.mu](mailto:scrip.rs@mcbcm.mu).

## TERMS & CONDITIONS OF INDEMNITY FOR ELECTRONIC COMMUNICATIONS (the "Indemnities")

- The Investor hereby irrevocably and unconditionally authorizes the Company and its appointed functionaries to issue all notices to the Investor to the email address provided here above. Communication will include, amongst others, notice of meetings, annual reports, credit advices or such other notifications advising that documents of a circular nature (the "Documents") have been posted on the Company's website.
- The email address provided herein shall supersede all previous addresses provided by the Investor in respect of the Investments. It is the responsibility of the Investor to notify the Company of any change in email address.
- In certain circumstances, the Company may choose or be required to send documents or other information to you in hard copy rather than by email.
- The Investor hereby agrees to the following provisions:
  - The Investor is perfectly aware of and accepts the risks inherent to the receipt of the Documents by email, including without limitation to delays and errors in transmission, incomprehension, absence of confidentiality, transmission by unauthorized persons, hijacking, embezzlement and misappropriation of information and any resulting loss caused thereby;
  - The Investor assumes full responsibility for the accuracy and/ or validity of the email address provided to the Company. The Investor agrees that all notices that are required to be given by the Company shall be deemed, pursuant to these Indemnities, to be duly served at the time of transmission;
  - In acting in accordance with these Indemnities, the Company shall be deemed to have acted properly and to have fully performed all obligations owed to the Investor;
  - The Investor shall keep the Company and its appointed functionaries (the "**Indemnified Parties**") fully indemnified from and against all actions, proceedings, claims and demands which may be brought or made against the Indemnified Parties and all losses, costs, charges and expenses, howsoever arising and which the Indemnified Parties may incur or sustain or for which the Indemnified Parties become liable by reason of the Indemnified Parties having acted in accordance with the whole or any part of the Indemnities laid down herein; and
  - The Investor releases the Indemnified Parties from any liability or claim for acting in accordance with these Indemnities, or for failing to act in accordance with the terms thereof due to any reason beyond the Indemnified Parties' control.
- The Investor acknowledges, understands and consents that the Company shall, for the performance of its obligations, collect and where necessary or required, process, transfer and store, his/her personal information. The Company hereby confirms that the personal data collected will be processed fairly and lawfully in accordance with the applicable data protection and privacy laws.
- Where the Investor consists of one or more joint holders:
  - the person first named on the register is eligible to give and revoke the consent; and
  - these Indemnities shall apply jointly and severally to all joint holders
- These Indemnities:
  - may be terminated by either party by giving at least ten days' prior written notice to the other party; and
  - shall be construed and governed in accordance with the laws of the Republic of Mauritius and the courts of the Republic of Mauritius shall have exclusive jurisdiction in relation thereto.