

S

<<Non-Executive Director's Name
<<Address>>
<<Address>>
<<Address>>
<<Post Code>>

A

<<Date>>

Dear <<Non-Executive Director's Name>>

<<Company Name>> (Company)

On behalf of the Company I write to you (the "Company") as a Non-Executive Director

appointed by the board of directors ("the Board") on the following terms:

M

1. Subject to the terms of this letter, your appointment shall continue until the end of the term specified in paragraph 4 below for which you were appointed, unless terminated earlier in writing by the Company. E.g. 1 Month>> prior written notice.

It is to carry out the duties set out in the Articles of Association of the Company for the period of <<Insert Notice Period>> months from the date of this letter.

2. Your Appointment is subject to the terms of the Articles of Association of the Company (as amended from time to time). Nothing in this letter shall be taken to vary the terms of the Articles as they apply to you as a director of the Company. [confirmation] OR [you must seek re-election] by the shareholders at the next Annual General Meeting ("AGM"). The Articles also require [a proportion of the directors to seek re-election at each AGM] OR [one third of the directors to seek re-election at each AGM, with each director being subject to re-election on your continued satisfactory performance and re-election by the shareholders do not [confirm your re-election] in accordance with the Articles shall terminate automatically and with immediate effect.

Association of the Company (as amended from time to time) under the Companies Act 2006. Nothing in this letter shall be taken to vary the terms of the Articles as they apply to you as a director of the Company. [confirmation] OR [you must seek re-election] by the shareholders at the next Annual General Meeting ("AGM"), which is on <<Date>>. [a proportion of the directors to seek re-election at each AGM] OR [one third of the directors to seek re-election at each AGM, with each director being subject to re-election on your continued satisfactory performance and re-election by the shareholders do not [confirm your re-election] in accordance with the Articles shall terminate automatically and with immediate effect.

P

3. Notwithstanding paragraph 1, the Company may terminate your Appointment at any time.

Notwithstanding paragraph 1, you shall, with you abstaining, be entitled to receive the amount of any compensation:

- 3.1 If you become prohibited from acting as a director;
- 3.2 If you are declared bankrupt, or if you are insolvent, or if you are subject to a winding up order or an administration order made against you under the County

provisions of the Articles from being a director of the Company. This shall be without prejudice to any claim for compensation with or for the benefit of the Company in respect of any administration order made against you.

L

E

S

- 3.3 If you commit any obligations under this
- 3.4 If any unauthorised director of the Company may be interested;
- 3.5 If you become of u pursuant of an ap Health Act 1983 or a concerning mental o receiver or other pe affairs.

each or non-observance of your
 ses between your position as a
 any other company in which you
 are either admitted to hospital in
 for treatment under the Mental
 court having jurisdiction in matters
 ion or for the Appointment of a
 with respect to your property or

A

On termination of your Ap
 the date of termination t
 incurred prior to that date.

y be entitled to accrue fees as at
 ment of any expenses properly

- 4. You agree to carry out your include attending all board may be required. Your dut meetings of the Company legal responsibilities to the perform your duties (whet and to a standard commer skills and experience. As a ability and skills to your du

M

the Appointment. Those duties will
 basis and at such other times as
 nding all AGMs and other general
 You shall have the same general
 er director. You are expected to
 r common law) faithfully, diligently
 s of your role and your knowledge,
 e as much of your time, attention,
 ecessary to carry them out.

By accepting this Appointr
 commitments, you are abl
 your responsibilities effecti

king into account all of your other
 me to the Company to discharge

- 5. The fees payable for carry may be determined by the annual gross amount to £<

P

e [such gross amounts, if any, as
 pany from time to time] **OR** [an

Such gross amounts will b
 of any taxes and other a
 agreed by you and the Co
 last business day of each
 invoice].

ars through PAYE after deduction
 d by law, and, unless otherwise
 monthly equal instalments on the
 duction by you of an appropriate

- 6. If you and the Company ag you will provide consultar under a separate agreeme for such services shall be for such services will be payable to you gross, an (whether income tax or oth

L

our duties under this Appointment,
 npany, any such services will be
 e Company and any fees payable
 d the Board at that time. Any fees
 s of that agreement and will be
 ble for the payment of any tax

E

S

7. You will be entitled to be reimbursed for out of pocket expenses incurred in carrying out your duties as a Director of the Company, including the fees payable under paragraph 5 above.

A

8. During the term of your Appointment, you shall not, without prior written consent of the Board, be directly or indirectly employed by or interested in any other business which is wholly or partly similar to the business carried on by the Company and nor without the prior written consent of the Board will you accept any appointment as a non-executive Director of any other company carrying on a business competing or tradeable with the business of the Company provided that you may invest in the business of the Company up to <<Insert Percentage>>% of the shares of any class of any company whose shares are dealt with on an exchange regulated under the Financial Services and Markets Act 2000).

M

9. We confirm that as a Director of the Company you shall:
9.1 You will be given full access to all information in or about the Company which is available to the executive directors of the Company which is reasonably necessary to enable you to discharge your duties and responsibilities under the Appointment;
9.2 We will advise you of all meetings of the Company and you shall be entitled to be attended by you and you shall be entitled to receive in advance of such meeting; a copy of the agenda for such meeting;
9.3 You acknowledge that you shall have access to and you shall be entrusted with information relating to the Company's business and affairs which is or may be secret, confidential or otherwise commercially sensitive. You agree that you will not other than in accordance with the instructions of the Board divulge or disclose such information to any person (other than to officers or employees of the Company) unless it is to know the same any such information may come to your knowledge and you shall not the publication or disclosure of such information in breach of your Appointment howsoever immediately return all documents, records, paper or other materials which are in your possession or control which relate in any way to the Company's business to the Company which may be in your possession or control which relate in any way to the Company's business.

P

10. As a Non-Executive Director of the Company you shall not have authority to commit the Company to any contract or other arrangement which is binding or not without the express authorisation of the full Board.

L

11. The performance of individual Directors shall be reviewed annually. If, in the interim, there are any matters which cause concern to the Board you should discuss them with <<Insert Relevant Person>>.

E

12. If you change your address or contact details, you should advise <<Insert Relevant Person Name>> promptly.

S

13. Data Protection

13.1 By signing this letter you consent to the Company holding and processing information about you for administrative and management purposes and in particular for the purposes of any sensitive personal data (as defined in EU Regulation (GDPR)) including, a

company holding and processing information about you for administrative and management purposes and in particular for the purposes of any sensitive personal data (as defined in EU Regulation (GDPR)) including, a

13.1.1 Information about your mental health or condition in order to monitor your performance as to your fitness to carry out his/her duties

Information about your mental health or condition in order to monitor your performance as to your fitness to carry out his/her duties

13.1.2 Your racial or ethnic origin or similar beliefs in order to monitor compliance with equal opportunities legislation; or

Your racial or ethnic origin or similar beliefs in order to monitor compliance with equal opportunities legislation; or

13.1.3 Information about proceedings in which you have been involved in order to comply with legal requirements

Information about proceedings in which you have been involved in order to comply with legal requirements

13.1.4 <<Insert Any Membership of Trade Union, Religious or Philosophical Beliefs or Sexual Life,

to be Processed E.g. Trade Union Membership of Trade Union, Religious or Philosophical Beliefs or Sexual Life,

13.2 [You consent to the Company holding and processing information available to any of its group companies, third parties (such as advisers and agents), regulatory authorities, potential or future employers, trade unions, non-governmental organisation and potential purchasers of the business in which you are engaged.]

information available to any of its group companies, third parties (such as advisers and agents), regulatory authorities, potential or future employers, trade unions, non-governmental organisation and potential purchasers of the business in which you are engaged.]

13.3 [You also consent to the Company holding and processing information about your business contacts outside the Company in order to further its business interests.]

information about your business contacts outside the Company in order to further its business interests.]

14. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this letter. No person other than you and the Company shall have any rights under this letter and the terms of this letter shall not bind any person other than you and the Company.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this letter. No person other than you and the Company shall have any rights under this letter and the terms of this letter shall not bind any person other than you and the Company.

15. This letter supersedes all previous arrangements between you and the Company with regard to the appointment of the Director of the Company.

This letter supersedes all previous arrangements between you and the Company with regard to the appointment of the Director of the Company.

16. Your Appointment by the Company in connection with it shall be governed by the laws of England and Wales and the jurisdiction of the English and Welsh courts shall be non-exclusive.

Your Appointment by the Company in connection with it shall be governed by the laws of England and Wales and the jurisdiction of the English and Welsh courts shall be non-exclusive.

Please confirm your agreement to the terms of this letter by returning to me the duplicate of this letter.

Please confirm your agreement to the terms of this letter by returning to me the duplicate of this letter.

Yours sincerely,

E

S

For and behalf of
<<Company Name>> Limited

A

I confirm my agreement to the terms of my appointment as a Non-Executive Director of the
Company as set out in the letter of appointment.

<<Non-Executive Director's Name>>

M

P

L

E