## S

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

<<Date>>

Dear << Non-Executive Director's

<<Compar

On behalf of the Company I write Board") as a Non-Executive Direct

- Subject to the terms of this in paragraph 4 below for unless terminated earlier
   E.g. 1 Month>> prior writte
- 2. Your Appointment is sub amended from time to time this letter shall be taken to you as a director of the Co [confirmation] OR [you shareholders at the next The Articles also require [a [one third of the directors t each director being subject Continuation of your Apport performance and re-election shareholders do not [con accordance with the Article immediate effect.
- Notwithstanding paragraph to terminate your Appointm
  - If you become proh director;
  - 3.2 If you are declared by your creditors, or if y you under the County

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Company)

ent by the board of directors ("the ointment") on the following terms:

It is to carry out the duties set out onths from the date of this letter the other <<Insert Notice Period

Association of the Company (as Companies Act 2006. Nothing in ms of the Articles as they apply to es, [your Appointment is subject to and seek re-election] by the ("AGM"), which is on <<Date>>. seek re-election at each AGM] OR eek re-election at each AGM, with als of not more than three years]. on your continued satisfactory as required by the Articles. If the or] re-elect you as a director in II terminate automatically and with

all, with you abstaining, be entitled ment of any compensation:

ans of the Articles from being a

ngement with or for the benefit of administration order made against

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3.3 If you commit any obligations under this

- If any unauthorised director of the Comp may be interested;
- 3.5 If you become of u pursuance of an ap Health Act 1983 or a concerning mental of receiver or other pe affairs.

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

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

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

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

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

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

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 ourt having jurisdiction in matters ion or for the Appointment of a with respect to your property or

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

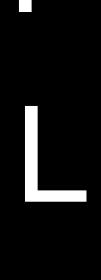
the Appointment. Those duties will basis and at such other times as nding all AGMs and other general You shall have the same general er director. You are expected to common law) faithfully, diligently of your role and your knowledge, e as much of your time, attention, essary to carry them out.

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

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

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

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



- You will be entitled to be r carrying out your duties as 5 above.
- 8. During the term of your Ap Board, be directly or incompanies which is wholly of Company and nor without appointment as a non-exposition business competing or to provided that you may Percentage>>% of the shat shares are dealt with on an and Markets Act 2000).
- 9. We confirm that as a direct
  - 9.1 You will be given full available to the exe enable you to dis Appointment;
  - 9.2 We will advise you o be attended by you a
  - 9.3 You acknowledge the be entrusted with infi is or may be secret, will not other than in the Board divulge of employees of the Conformation relating the you shall use the beany such information.
  - 9.4 You acknowledge the arising, or at the Boarecords, paper or of your possession or Company's business
- As a Non-Executive Direct any contract or other arrar authorisation of the full Bot
- 11. The performance of individual are any matters which cau <<Insert Relevant Person>
- If you change your addrest
  <Insert Relevant Person</li>

ut of pocket expenses incurred in the fees payable under paragraph

vithout prior written consent of the rned or interested in any other ith the business carried on by the the Board will you accept any other company carrying on a the business of the Company fide investment up to <<Insert any class of any company whose defined in the Financial Services

in or about the Company which is hich is reasonably necessary to and responsibilities under the

meetings and general meetings to vance of such meeting;

of your duties have access to and pany's business and affairs which ally sensitive. You agree that you of your duties or as permitted by person (other than to officers or it is to know the same any such hay come to your knowledge and it the publication or disclosure of

of your Appointment howsoever mmediately return all documents, o the Company which may be in which relate in any way to the

uthority to commit the Company to pinding or not without the express

d annually. If, in the interim, there ole you should discuss them with

ontact details, you should advice ary>> promptly.

## 13. Data Protection

- 13.1 By signing this lette information about you purposes and in part defined in EU Reg (GDPR)) including, a
  - 13.1.1 Information to monitor s his/her dutie
  - 13.1.2 Your racial monitor com
  - 13.1.3 Information been involve requirement
  - 13.1.4 <<Insert An Membership Sexual Life,
- 13.2 [You consent to the group companies, the (such as advisers as or future employers potential purchasers engaged.]
- 13.3 [You also consent business contacts or business interests.]
- 14. The Contracts (Rights of person other than you and the terms of this letter shall Company.
- This letter supersedes all the Company with regard t
- 16. Your Appointment by the connection with it shall be England and Wales and the English and Welsh could be applied to the English and Welsh could be ap

Please confirm your agreement to this letter.

Yours sincerely,

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ompany holding and processing administrative and management of any sensitive personal data (as eral Data Protection Regulation

nental health or condition in order ons as to your fitness to carry out

ous or similar beliefs in order to tunities legislation; or

proceedings in which you have sand in order to comply with legal parties[; or

b be Processed E.g. Trade Union ligious or Philisophical Beliefs or

information available to any of its icts or services to the Company ), regulatory authorities, potential i-governmental organisation and the business in which you are

n information to the Company's nomic Area in order to further its

shall not apply to this letter. No re any rights under this letter and any person other than you and the

d arrangements between you and tor of the Company.

oute or claim arising out of or in d in accordance with the laws of to the non-exclusive jurisdiction of

d returning to me the duplicate of

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For and behalf of <<Company Name>> Limited

I confirm my agreement to the ter Company as set out in the letter of A

s a Non-Executive Director of the

<< Non-Executive Director's Name

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