**PRIVATE AND CONFIDENTIAL**

**${director\_name}**

**${director\_address}**

**${date\_of\_contract}**

Dear $**{director\_name}**

Letter of appointment

The board of directors (“Board”) of ${company\_name} (“Company”) is pleased to appoint you as a non-executive director of the Company.

This letter sets out the main terms of your appointment. If you need any more information, please let me know.

By accepting this appointment, you agree that this letter is a contract for services and is not a contract of employment and you confirm that you are not subject to any restrictions which prevent you from holding office as a director.

1. Appointment
   1. Subject to the remaining provisions of this letter, your appointment shall commence on ${commencement\_date} and continue unless terminated earlier by either party giving to the other one month’s prior written notice.
   2. Your appointment is subject to the Company's Constitution, as amended from time to time. Nothing in this letter shall be taken to exclude or vary the terms of the Constitution as they apply to you as a director of the Company.
   3. Continuation of your appointment is contingent on your continued satisfactory performance and any relevant statutory provisions relating to removal of a director.
   4. You may be required to serve on one or more Board committees. You will be provided with the relevant terms of reference on your appointment to such a committee. You also may be asked to serve as a non-executive director on the board of any of the Company’s subsidiaries. Any such appointment will be covered in a separate communication.
   5. Despite paragraph 1.1 to paragraph 1.5, the Company may terminate your appointment with immediate effect if you have:
      1. committed a material breach of your obligations under this letter;
      2. committed any serious or repeated breach or non-observance of your obligations to the Company (which includes an obligation not to breach your statutory, fiduciary or common-law duties);
      3. been guilty of any fraud or dishonesty or acted in any manner which, in the Company's opinion, brings or is likely to bring you or the Company into disrepute or is materially adverse to the Company's interests;
      4. been convicted of an arrestable criminal offence;
      5. been declared bankrupt or have made an arrangement with or for the benefit of your creditors; or
      6. been disqualified from acting as a director.
   6. On termination of your appointment, you shall, at the Company's request, resign from your office as director of the Company and any offices you hold in any of the Company's group companies.
   7. If matters arise which cause you concern about your role, you should discuss these matters with the Board. If you have any concerns which cannot be resolved, and you choose to resign for that, or any other, reason, you should provide an appropriate written statement to the Board.
2. Time commitment
   1. You will be expected to devote such time as is necessary for the proper performance of your duties. This will include preparation for and attendance at Board meetings and the AGM (if required). You will be required to consider all relevant papers before each meeting. The nature of the role makes it impossible to be specific about the maximum time commitment.
   2. By accepting this appointment, you confirm that, taking into account all of your other commitments, you are able to, and shall, allocate sufficient time to the Company to discharge your responsibilities effectively.
3. Role and duties
   1. The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:
      1. promote the long-term sustainable success of the Company, generating value for shareholder(s);
      2. establish the Company's purpose, values and strategy and satisfy itself that these and its culture are aligned;
      3. act with integrity, lead by example and promote the desired culture;
      4. ensure that the necessary resources are in place for the Company to meet its objectives and measure performance against them;
      5. establish a framework of prudent and effective controls, which enable risk to be assessed and managed;
      6. ensure effective engagement with, and encourage participation from shareholders and stakeholders; and
      7. ensure that workforce policies and practices are consistent with the Company’s values and support its long-term sustainable success.
   2. As a non-executive director you shall have the same general legal responsibilities to the Company as any other director. You are expected to perform your duties (whether statutory, fiduciary or common law) faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills and experience.
   3. You shall have particular regard to the general duties of directors under the Companies Act 2014, including the duty to act in good faith in what you consider to be in the best interests of the Company.
   4. In your role as a non-executive director, you shall also be required to:
      1. provide constructive challenge, strategic guidance, offer specialist advice and hold management to account;
      2. scrutinise and hold to account the performance of management and individual executive directors against agreed performance objectives;
      3. satisfy yourself on the integrity of financial and narrative statements and the Company's risk management and internal control systems;
      4. consider ways of reaching out to increase your visibility with the workforce and gain insights into the culture and concerns at different levels of the business;
      5. devote time to developing and refreshing your knowledge and skills;
      6. uphold the highest standards of integrity and support the chairperson in instilling the appropriate values, behaviours and culture in the boardroom and beyond;
      7. insist on receiving high-quality information sufficiently in advance of Board meetings and seek clarification or amplification if you consider the information provided is inadequate or lacks clarity;
      8. take into account the views of shareholders, workforce and other stakeholders where appropriate;
      9. make sufficient time available to discharge your responsibilities effectively;
      10. exercise relevant powers under, and abide by, the Constitution;
      11. disclose the nature and extent of any direct or indirect interest you may have in any matter being considered at a Board or committee meeting and, except as permitted under the Constitution you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest;
      12. immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other director of the Company of which you become aware to the Board; and
      13. not do anything that would cause you to be disqualified from acting as a director.
   5. Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.
   6. You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary to enable you to discharge your responsibilities as a non-executive director.
4. Fees and expenses
   1. You shall be paid an annual fee of ${gross\_fee}, which shall be paid in equal instalments ${frequency\_of\_payments} in arrear through PAYE after deduction of any taxes and other amounts that are required by law, which shall be subject to periodic review by the Board. This fee covers all duties, including service on any Board committee or Company subsidiary.
   2. The Company shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office.
   3. On termination of your appointment, you shall only be entitled to such fees as may have accrued to the date of termination, together with reimbursement in the normal way of any expenses properly incurred before that date.
5. Independent professional advice

In some circumstances you may consider that you need professional advice in the furtherance of your duties as a director of the Company and it may be appropriate for you to seek advice from independent advisers at the Company’s expense. Any such requirement shall be discussed and agreed in advance with the Board. The Company shall reimburse the reasonable cost of expenditure incurred by you in connection with such advice.

1. Outside interests and independence
   1. You have already disclosed to the Board the commitments you have outside your role in the Company. You must inform the Board in advance of any changes to these commitments. In certain circumstances, you may have to seek the Board's agreement before accepting further commitments which either might give rise to a conflict of interest or a conflict with any of your duties to the Company, or which might impact on the time that you are able to devote to your role at the Company.
   2. It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the chairperson and company secretary as soon as you become aware of them and again you may have to seek the agreement of the Board.
2. Confidentiality
   1. You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated or disclosed to third parties or used for any reason other than in the interests of the Company, either during your appointment or following termination (by whatever means), without prior clearance from the chairperson. This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.
   2. You acknowledge the need to hold and retain Company information (in whatever format you may receive it) under appropriately secure conditions.
3. Review process

The performance of directors and the Board is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Board as soon as you can.

1. Return of property

On termination of your appointment with the Company however arising, or at any time at the Board's request, you shall immediately return to the Company all documents, records, papers or other property belonging to the Company or any company in the Company's group which may be in your possession or under your control, and which relate in any way to the Company's or a group company's business affairs and you shall not retain any copies thereof.

1. Moral rights

You hereby irrevocably waive any moral rights in all works prepared by you, in the provision of your services to the Company, to which you are now or may at any future time be entitled.

1. Post-termination restriction

By countersignature of this letter and in consideration for the fees payable to you under the terms of this letter, you agree that, to protect the confidential information, trade secrets and business connections of the Company and each company in the Company's group to which you have access as a result of your appointment, you will not (without the previous consent in writing of the Company), during the term of your appointment, whether as principal or agent and whether alone or jointly with, or as a director, manager, partner, shareholder, employee consultant of, any other person, carry on or be engaged, concerned or interested in any business which is similar to or which is (or intends to be) in competition with any business being carried on by the Company or any company in the Company's group.

1. Data protection

The Company will collect and process information relating to you in accordance with any privacy notice from time to time. When handling personal data in connection with your appointment by the Company on the terms of this letter, you shall comply with any of the Company's privacy requirements.

1. Entire agreement
   1. This letter and any document referred to in it constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.
   2. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation based on any statement in this letter.
2. Variation

No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

1. Governing law

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

1. Jurisdiction

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter.

Yours sincerely

For and on behalf of $**{company\_name}**

I confirm and agree to the terms of my appointment as a non-executive director of $**{company\_name}** as set out in this letter.

Signed by $**{director\_name}**

Signature:

Date: