**Letter – Appointment of Non-Executive Director**

***[****Print on headed paper****]***

<<Non-Executive Director's Name>>

<<Address>>

<<Address>>

<<Address>>

<<Post Code>>

<<Date>>

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

<<Company Name>> Limited (the “Company)

On behalf of the Company I write to confirm your appointment by the board of directors (“the Board”) as a Non-Executive Director of the Company (“Appointment”) on the following terms:

1. Subject to the terms of this letter, your Appointment is to carry out the duties set out in paragraph 4 below for an initial term of <<insert term e.g. 12 months>> months from the date of this letter unless terminated earlier by either party giving to the other <<Insert Notice Period e.g. 1 Month>> prior written notice.
2. Your Appointment is subject to the Constitution of the Company (as amended from time to time) (the “Constitution”) and the Companies Act 2014. 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. Under the Constitution, **[**your Appointment is subject to **[**confirmation**] OR [**you are required to retire and seek re-election**]** by the shareholders at the next annual general meeting (“AGM”), which is on <<Date>>. The Constitution also requires **[**all directors to retire and seek re-election at each AGM**] OR [**one-third of the directors to retire by rotation and seek re-election at each AGM, with each director being subject to re-election at intervals of not more than three years**]**. Continuation of your Appointment is contingent on your continued satisfactory performance and re-election by the shareholders as required by the Constitution. If the shareholders do not **[**confirm your Appointment or**]** re-elect you as a director in accordance with the Constitution, your Appointment shall terminate automatically and with immediate effect.
3. Notwithstanding paragraphs 1 and 2, the Board shall, with you abstaining, be entitled to terminate your Appointment forthwith without payment of any compensation:
   1. If you become prohibited by law or by means of the Constitution from being a director;
   2. If you are declared bankrupt or make an arrangement with or for the benefit of your creditors;
   3. If you commit any serious or repeated breach or non-observance of your obligations under this letter;
   4. If any unauthorised conflict of interest arises between your position as a director of the Company and your interest in any other company in which you may be interested;
   5. If you become of unsound mind and you are either admitted to hospital in pursuance of an application for admissions for treatment under the Mental Health Act 2001 or an order is made by a court having jurisdiction in matters concerning mental disorder for your detention or for the Appointment of a receiver or other person to exercise powers with respect to your property or affairs.

On termination of your Appointment, you shall only be entitled to accrue fees as at the date of termination together with reimbursement of any expenses properly incurred prior to that date.

1. You agree to carry out your director’s duties under the Appointment. Those duties will include attending all board meetings on a **[**monthly**]** basis and at such other times as may be required. Your duties will also include attending all AGMs and other general meetings of the Company as and when required. 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. As a director, you will devote as much of your time, attention, ability and skills to your duties as is reasonably necessary to carry them out.

By accepting this Appointment, you confirm that taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively.

1. The fees payable for carrying out your duties will be **[**such gross amounts, if any, as may be determined by the directors of the Company from time to time**] OR [**an annual gross amount to €<<Insert Amount>>**]**.

Such gross amounts will be payable to you in arrears through PAYE after deduction of any taxes and other amounts that are required by law, and, unless otherwise agreed by you and the Company, will be payable in monthly equal instalments on the last business day of each calendar month **[**on production by you of an appropriate invoice**]**.

1. If you and the Company agree that, in addition to your duties under this Appointment, you will provide consultancy services to the Company, any such services will be under a separate agreement between you and the Company, and any fees payable for such services shall be agreed between you and the Board at that time. Any fees for such services will be payable under the terms of that agreement and will be payable to you gross, and you will be responsible for the payment of any tax (whether income tax or otherwise) on those fees.
2. You will be entitled to be reimbursed reasonable out-of-pocket expenses incurred in carrying out your duties as a director in addition to the fees payable under paragraph 5 above.
3. During the term of your Appointment, you will not, without prior written consent of the Board, be directly or indirectly engaged, concerned or interested in any other business which is wholly or partly in competition with the business carried on by the Company and nor without the prior consent of the Board will you accept any appointment as a non-executive director of any other company carrying on a business competing or tending to compete with the business of the Company provided that you may hold by way of bona fide investment up to <<Insert Percentage>>% of the shares of other securities of any class of any company whose shares are dealt with on an approved exchange.
4. We confirm that as a director of the Company:
   1. You will be given full access to all information in or about the Company which is available to the executive directors and which is reasonably necessary to enable you to discharge your duties and responsibilities under the Appointment;
   2. We will advise you of the dates of the board meetings and general meetings to be attended by you as soon as possible in advance of such meeting;
   3. You acknowledge that you will, in the course of your duties, have access to and be entrusted with information about the Company’s business and affairs which is or may be secret, confidential or commercially sensitive. You agree that you will not, other than in the proper performance of your duties or as permitted by the Board, divulge or communicate to any person (other than to officers or employees of the Company) whose province it is to know the same any such information relating to the Company which may come to your knowledge and you shall use the best endeavours to prevent the publication or disclosure of any such information; and
   4. You acknowledge that on the termination of your Appointment, howsoever arising, or at the Board’s request, you shall immediately return all documents, records, paper or other property belonging to the Company which may be in your possession or under your control, and which relate in any way to the Company’s business.
5. As a Non-Executive Director, you do not have the authority to commit the Company to any contract or other arrangement, whether legally binding or not, without the express authorisation of the full Board.
6. The performance of individual directors is evaluated annually. If, in the interim, there are any matters which cause concern about your role, you should discuss them with <<Insert Relevant Person>> as soon as possible.
7. If you change your address or other personal contact details, you should advice <<Insert Relevant Person e.g. the Company Secretary>> promptly.
8. Data Protection
9. By signing this letter, you consent to the Company holding and processing information about you for legal, personnel, administrative and management purposes and in particular, to the processing of any special category personal data (as defined in the Irish GDPR (the General Data Protection Regulation ((EU) 2016/679) including, as appropriate:
   1. Information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness to carry out his/her duties; or
   2. Your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or
   3. Information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties**[**; or
   4. <<Insert Any Other Sensitive Data to be Processed E.g. Trade Union Membership, Political Opinions, Religious or Philisophical Beliefs or Sexual Life, Etc.>>**]**.
10. **[**You consent to the Company making such information available to any of its group companies, those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisation and potential purchasers of the Company or the business in which you are engaged.**]**
11. **[**You also consent to the transfer of such information to the Company’s business contacts outside the European Economic Area in order to further its business interests.**]**
12. No person other than you and the Company shall have any rights under this letter, and the terms of this letter shall not be enforceable by any person other than you and the Company.
13. This letter supersedes all previous agreements and arrangements between you and the Company with regard to your position as a director of the Company.
14. Your Appointment by the Company and any dispute or claim arising out of or in connection with it shall be interpreted and enforced in accordance with the laws of Ireland and the parties hereto submit to the non-exclusive jurisdiction of the Irish courts.

Please confirm your agreement to the above by signing and returning to me the duplicate of this letter.

Yours sincerely,

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For and behalf of

<<Company Name>> Limited

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 which this is a copy.

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<<Non-Executive Director's Name>>