

## EXAMPLE DIRECTOR'S APPOINTMENT LETTER

### STRICTLY PRIVATE & CONFIDENTIAL ADDRESSEE ONLY

NAME

ADDRESS  
ADDRESS

DATE

Dear NAME,

We write to confirm your appointment as a non-executive director of Polar Capital Technology Trust Plc (the "**Company**") with effect from APPOINTMENT DATE. I set out below the terms of your appointment.

#### 1. **Definitions**

In this letter:

- 1.1 the "**Companies Act**" or "**2006 Act**" means the Companies Act 2006, to the extent in force from time to time;
- 1.2 "**AIC**" means the Association of Investment Companies;
- 1.3 "**AIC Code**" means the AIC's Corporate Governance Guide for Investment Companies, as amended from time to time;
- 1.4 "**Articles**" means the articles of association of the Company from time to time;
- 1.5 "**Board**" means the board of directors of the Company from time to time;
- 1.6 "**Chairman**" means the Chairman of the Board from time to time;
- 1.7 "**FRC**" means the Financial Reporting Council;
- 1.8 "**Governance Code**" means the UK Corporate Governance Code, setting out the principles of good governance and code of best practice published and maintained by the FRC;
- 1.9 "**Group**" means the Company and any subsidiary undertaking of the Company at any time (both as defined in the Companies Act 2006);

- 1.10 **"LPDT Rules"** means the combined Listing Rules, Prospectus Rules, Transparency Rules and Disclosure Guidance published by the Financial Conduct Authority from time to time;
- 1.11 **"London Stock Exchange"** means London Stock Exchange plc;
- 1.12 **"personal data", "sensitive personal data" and "processing"** have the same respective meanings attributed to them by the Data Protection Act 1998
- 1.13 **"MAR"** means the Market Abuse Regulation (2014/596/EU);
- 1.14 **"recognised investment exchange"** means any body corporate or unincorporated association which is a recognised investment exchange for the purposes of the Financial Services and Markets Act 2000;
- 1.15 **"UK Corporate Governance Code"** means the principles of good governance and code of best practice published and maintained by the Financial Reporting Council; and
- 1.17 In this Agreement a reference to an enactment, statutory provision or instrument shall include a reference to any subordinate legislation made under the relevant enactment, statutory provision or instrument and is a reference to that enactment, statutory provision, instrument or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced.

## **2. Term of Appointment**

- 2.1 Your appointment is subject to the provisions of the Articles, and will terminate forthwith or at the conclusion of any such notice period without any entitlement to compensation if:
  - 2.1.1 you are not elected or re-elected at a general meeting of the Company at which you retire and offer yourself for election or re-election;
  - 2.1.2 you are required to vacate office for any reason pursuant to any of the provisions of the Articles; or
  - 2.1.3 you are removed as a director or otherwise required to vacate office under any applicable law.
- 2.2 Your appointment may be terminated with immediate effect if you:
  - 2.2.1 commit a material breach of your obligations under this letter;
  - 2.2.2 commit any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your duties to the Company, whether statutory, fiduciary, or common law);

- 2.2.3 are guilty of any fraud or dishonesty or acted in a manner which, in the opinion of the Company acting reasonably, brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company;
  - 2.2.4 are convicted of any arrestable criminal offence other than an offence under road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed;
  - 2.2.5 are declared bankrupt or have made an arrangement with or for the benefit of your creditors; or
  - 2.2.6 are disqualified from acting as a director.
- 2.3 There is no shareholding qualification requirement for a director under the Articles however the Board strongly encourages directors to be shareholders.

### **3. Duties**

- 3.1 The Company has an annual schedule of Board and committee meetings, usually comprising of six half days per annum. You will be expected to devote such time as is necessary for the proper performance of your duties, including such time as is necessary for preparation for such meetings. You will have all the usual duties of a non-executive director under English law, and will be expected to attend:
- 3.1.1 regular and ad hoc board or committee meetings;
  - 3.1.2 annual and other general meetings; and
  - 3.1.3 any other meetings as part of the Board evaluation process.
- You may also have to perform such additional duties as may be agreed with the Board, and which may relate to the business of the Company or any other member of the Group.
- 3.2 Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend the meetings outlined above.
- 3.3 By accepting this appointment, you undertake that taking into account all other commitments you may have, you are able to devote sufficient time to your duties as a non-executive director and as a member of any of the committees of the Board on which you are asked to serve.
- 3.4 During the continuance of your appointment you will be expected to faithfully, efficiently, competently and diligently perform your duties and exercise such powers in your role as a non-executive director having regard in particular to the 2006 Act, the AIC Code and related guidance (comprising the FRC's guidance on Board

Effectiveness, Going Concern and Liquidity Risk, Internal Control and Audit Committees), the LPDT Rules, the Takeover Code and MAR.

3.5 During your appointment you will:

3.5.1 have regard to the general duties of directors as set out in Part 10 of the Companies Act 2006, including the duty to promote the success of the Company, which is that "A director of a Company must act in a way he considers, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole and in doing so have regard (amongst other matters) to:

- (A) the likely consequences of any decision in the long term,
- (B) the need to foster the Company's business relationships with suppliers, customers and others,
- (C) the impact of the Company's operations on the community and the environment,
- (D) the desirability of the Company maintaining a reputation for high standards of business conduct, and
- (E) the need to act fairly as between members of the Company";

3.5.2 comply where relevant with any rule of law or regulation of the FCA, from time to time in force in relation to dealing in shares including MAR, the LPDT Rules or any other code, debentures and other securities of the Company and unpublished price sensitive information affecting the shares, debentures or other securities of the Company, a copy of which has been provided to you;

3.5.3 comply with all reasonable requests, instructions and regulations made or given by the Board (or by any duly authorised committee thereof) and give to the Board such explanations, information and assistance as the Board may reasonably require;

3.5.4 use your reasonable endeavours to promote and extend the interests and reputation of the Group, including assisting the Chairman and the Board in relation to public and corporate affairs and promotion of the success of the Company in general through application of your particular knowledge and experience; and

3.5.5 in the event that you have concerns which cannot be resolved about the way in which the Company is being run or about a course of action being proposed by the Board, raise these concerns at a meeting of the Board and request that they are recorded in the minutes of the relevant Board meeting.

- 3.6 During your appointment you shall have particular regard to the key elements of the non-executive director's role as set out in the AIC Code, which you will be expected to perform, including:
- 3.6.1 **Strategy** – Boards should give sufficient attention to overall strategy and consider matters such as the original prospectus objectives, their continuing relevance and whether the investment policy and style continue to enjoy sufficient support from investors;
  - 3.6.2 **Performance** – to scrutinise the performance of Polar Capital and other service providers in meeting agreed goals and the Company's investment objectives, and to monitor investment performance, the reporting of investment performance and share price discount or premium (if any);
  - 3.6.3 **Risk** – to satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible; and
  - 3.6.4 **Shareholders** – to monitor the shareholder profile of the Company, consider shareholder views, ensuring that shareholders are provided with sufficient information for them to understand risks.
- 3.7 During your appointment you will:
- 3.7.1 be required to exercise relevant powers under, and act in accordance with, the Articles;
  - 3.7.2 be required to exercise your powers as a director in accordance with the Company's policies and procedures;
  - 3.7.3 immediately report to the Chairman any wrongdoing of your own or the wrongdoing or proposed wrongdoing of any employee or director of which you become aware;
  - 3.7.4 not, unless specifically authorised to do so by the Board, enter into any legal or other commitment or contract on behalf of the Company;
  - 3.7.5 devote time to developing and refreshing your knowledge and skills;
  - 3.7.6 uphold high standards of integrity and probity and support the directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
  - 3.7.7 ensure that you seek and review information in advance of board meetings; and
  - 3.7.8 take into account the views of shareholders and other stakeholders where appropriate.

#### **4. Securities dealing and market abuse**

4.1 You agree to comply with all rules of law or regulation "including in particular the requirements, restrictions and prohibitions within MAR, and any policy of the Company from time to time in force in relation to:

4.1.1 notification or disclosure of transactions in, or relating to, shares or other securities of the Company or financial instruments relating to them;

4.1.2 the provision of details to the Company of persons closely associated with you and notifying such persons of their obligations relating to the disclosure of transactions in, or relating to, shares or other securities of the Company or financial instruments relating to them; and

4.1.3 restrictions on transactions in, or relating to, shares or other securities of the Company or financial instruments relating to them, including any rules or policy relating to:

- (A) applying for clearance before entering into a transaction;
- (B) closed periods during which transactions are not permitted;
- (C) not entering into a transaction whilst in possession of inside information in relation to the company; and
- (D) notifying persons closely associated with you of any relevant restrictions on them.

4.2 You agree to comply with all rules of law or regulation and any policy of the Company relating to the disclosure and control of inside information and the prevention of market abuse and insider dealing.

#### **5. Provision of information and training**

5.1 In the event that you require information or advice in relation to the Company, including in relation to compliance with applicable rules and regulations, during the course of your appointment, you should contact the Company Secretary.

5.2 During the course of your appointment, you will be expected to develop and update your skills and knowledge for the purposes of fulfilling your role as a non-executive director of the Company and as a member of any of the committees of the Board of which you are a member. The Company will assist you in this and will devote reasonable time and resources to allow you to do this. You should make yourself available for any relevant training sessions organised for the Board. You should contact the Company Secretary if you have any questions in relation to professional development.

#### **5.3 Professional Advice**

Occasions may arise when you consider that you need professional advice in connection with the performance of your duties as a director and, if necessary, you will be able to take independent professional advice for this purpose at the Company's expense. In such an event and prior to such independent advice being sought or expense being incurred, you should consult with the Chairman of the

Board or another non-executive director of the Company and the Board shall be entitled to establish a level of such expense at which you must seek further authorisation from such Chairman or non-executive director.

## **6. Confidential Information**

- 6.1 You agree that both during and after your time as a director of the Company, you will not use for your own or another's benefit or disclose or permit the disclosure of any confidential information of the Company (or any of its subsidiaries, should it have any) except if required so to do for regulatory or legal processes. Confidential information shall include, without limitation, information relating to the working of any contracts, processes, systems, improvement or development carried on or used by the Company (or any of its subsidiaries, should it have any) , information relating to research projects, know-how, future business strategy, marketing, tenders, any price sensitive information and information concerning the Company's or the Group's portfolio and strategy and information relating to the officers and directors of the Company.
- 6.2 The restrictions contained in this clause 6 shall cease to apply to any confidential information which may (other than by reason of your breach of these terms) become available to the public generally.
- 6.3 You also agree during your appointment that you will not, other than for the benefit of the Company, make any notes, memoranda, electronic records, tape records, films, photographs, plans, drawings or any form of record or copy relating to any matter within the scope of the business or concerning the dealings or affairs of the Group and will return any such items at any time at the request of the Board.

## **7. Other Appointments and Interests**

- 7.1 You confirm that you have notified the Board in writing of all your other directorships, appointments, significant commitments and interests, including any directorship, appointment or interest in a company, business or undertaking which conflict or may possibly compete with the interests of the Company or any other member of the Group or which conflicts or may possibly conflict with your duties to the Company or the Group for the purposes of section 175 of the Companies Act (a "conflict situation").
- 7.2 You undertake that during the term of your appointment you will:
- 7.2.1 disclose: (i) any proposed directorship of another listed company or AIM company or other company trading on a regulated market; or (ii) any other directorship, significant appointment or appointment which will or may involve a significant time commitment; and (iii) any proposed new directorship or other appointment or interest of any other post which may amount to a conflict situation, to the Chairman before accepting it and following acceptance, promptly disclose it to the Board (including disclosure of any time commitment likely to be needed);

- 7.2.2 not accept or enter into such appointment, directorship or interest until the Board has confirmed in writing that the directorship or other appointment or interest:
- (i) would constitute a conflict situation and that it is approved by resolution of the Board; or
  - (ii) would not constitute a conflict situation.
- 7.2.3 promptly notify in writing, in the first instance to the Chairman and subsequently to the Board, any subsequent acceptance of, or entry into, such directorship or other appointment or interest and any material changes to any such directorship or other appointment or interest;
- 7.2.4 comply with the Company's procedures, as notified to you from time to time, in relation to the duty of directors under section 175 of the Companies Act to avoid conflicts of interest and, in particular, comply with any conditions or requirements attaching to the approval of any conflict situations that you may have in relation to the Company; and
- 7.2.5 promptly declare to the Board, so far as you are aware, the nature of any interest you may have, whether direct or indirect, in any existing or proposed transaction, contract or arrangement entered into or to be entered into by any member of the Group in accordance with the Companies Act and the Articles.

## **8. Fees**

- 8.1 From the date of and during the continuance of your appointment as non-executive director of the Company you will receive a basic fee of £26,800 per annum (paid monthly in arrears).
- 8.2 Remuneration is reviewed periodically by the Board and submitted annually to the AGM for approval. It may be subject to review at the discretion of the Company after one year, but such review will not necessarily result in any change to the rate.
- 8.3 You hereby authorise the Company to deduct from any remuneration or expenses accrued and due hereunder (whether or not actually paid during the period of your directorship) any tax or social security contributions which the Company is obliged to deduct in respect of such remuneration or expenses.

## **9. Expenses, Insurance and Indemnity**

- 9.1 Subject to the Articles, the Company shall reimburse to you all expenses reasonably incurred by you in the proper performance of your duties provided that you supply receipts or other evidence of expenditure. It should be noted that any such paid expenses may be subject to tax through the P11d process and will be notifiable within the Report and Accounts of the Company.
- 9.2 Your expenses may include professional fees if it is necessary in the furtherance of your duties (and subject to the Board's policy) for you to seek independent professional advice (provided that allegations of negligence, breach of duty or bad



faith have not been made against you). Any such payment by the Company would, of course, be subject to any applicable restriction under company law.

9.3 The Company currently has directors' and officers' liability insurance for which the current indemnity limit is £10m. A copy of the current policy document can be provided to you. The Board intends to maintain appropriate cover for the full term of your appointment.

9.4 It is the practice of the Board to grant an indemnity to each director subject to the provisions and restrictions contained in the Companies Act against any claim for negligence, default of duty, breach of trust or otherwise made against him in relation to the performance of his duties as a director of the Company. A separate Deed of Indemnity will be prepared in this regard.

## **10. Review**

The performance of individual directors, and of the Board as a whole and of the committees of the Board, is evaluated annually. If there are any matters which cause you concern in relation to your role, you should raise them with the Chairman as soon as possible.

## **11. Termination of Appointment**

11.1 On the termination of your appointment:

11.1.1 you will at the request of the Company (where relevant) resign (in writing) from the office of director and you irrevocably authorise the Company as your attorney in your name and on your behalf by to sign all documents and do all things necessary to give effect to this;

11.1.2 you will surrender to an authorised representative of the Company all correspondence, documents (including without limitation board minutes and board papers), copies thereof or other property of the Group made or received by you in the course of your directorship (whether before or after the date of this letter). For the avoidance of doubt, this paragraph does not apply to personal notes prepared by you, or to personal copies of the Board papers.

11.2 You hereby agree that on termination of your appointment you shall not be entitled to and shall not pursue any action or claim for compensation from the Company whether such termination occurs before or after the date of expiry of the period set out in clause 2.2.

## **12. Miscellaneous**

12.1 Nothing in this letter shall create the relationship of employee and employer between you and the Company and it is agreed that this letter will constitute a contract for services and not a contract of employment.

12.2 The agreement contained in this letter and any dispute or claim arising out of, or in connection with it (whether contractual or non-contractual in nature), shall be governed by, and construed in accordance with, English law.

12.3 The Contracts (Rights of Third Parties) Act 1999 will 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 be enforceable by any person other than you and the Company.

### **13. Entire Agreement and Severability**

13.1 This appointment letter and the Deed of Indemnity in relation to liability incurred by you as a director entered into by the Company on the date hereof represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

13.2 You confirm that:

13.2.1 in entering into the agreement constituted by this appointment letter you have not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not contained in this appointment letter; and

13.2.1 in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this appointment, are pursuant to this appointment letter and, for the avoidance of doubt and without limitation, neither party has any right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, or in, this appointment letter).

13.3 In the event that any part (including any sub-clause or part thereof) of this appointment letter shall be void or unenforceable by reason of any applicable law, it shall be deleted and the remaining parts of this appointment letter shall continue in full force and effect and, if necessary, both parties shall use their best endeavours to agree any amendments to the appointment letter necessary to give effect to the spirit of this appointment letter.

### **14. Notices**

14.1 Any notice to be given under the terms of this letter shall, in the case of notice to the Company, be deemed to be given if delivered by hand or sent by first class post or commercial courier to the registered office for the time being of the Company and, in the case of notice to you, if handed to you personally or left at or sent by first class post or commercial courier to your last-known address. Any such notice shall be

deemed to be given at the time of its delivery in the case of by hand or commercial courier delivery or on the next following weekday (not being a public holiday) after it was posted, in the case of first class post delivery.

- 14.2 You shall advise the Company promptly of any change in address or other personal contact details.

**15. Data Protection**

- 15.1 From time to time the Company will process personal data and sensitive personal data relating to you in order to fulfil the obligations of the Company to you under this letter and for other purposes relating to, or which may become related to, your appointment or the business of the Company. Such processing will principally be for, but will not be limited to, personnel, administrative, financial, regulatory or payroll purposes.

- 15.2 You agree that personal data and sensitive personal data relating to you may, for the purposes set out in paragraph 12.1 and to the extent that is reasonably necessary in connection with your appointment or the business of the Company, be processed by the Company and be disclosed or transferred to and processed by:

15.2.1 the Company's professional advisors, HM Revenue & Customs or other authorities, or (subject to appropriate confidentiality undertakings) prospective purchasers of the Company or of the whole or part of its business; and

15.2.2 entities which provide benefits or services to the Company or employees of the Company; and

15.2.3 any company in the Group.

- 15.3

The Director's consent to the transfer and disclosure of personal data and sensitive personal data shall apply regardless of the country to which the data is to be transferred. Where data is transferred outside of the European Economic Area, the Company will take reasonable steps to ensure an adequate level of protection for the personal data and sensitive personal data concerned.

**16. Counterparts**

This appointment letter may be executed in counterpart and all such counterparts taken together shall be deemed to constitute one and the same agreement.

Kindly confirm your receipt of and agreement to the terms set out above by signing the enclosed copy of this letter in the presence of an independent adult witness who should also sign and add his or her full name and address. Please return the copy to me at the above address. In returning this letter duly signed, you agree that the Company may make this letter publicly available.

EXECUTED AS A DEED by )  
Polar Capital Technology Trust PLC )  
acting by [Director] ) -----  
Chair

Signature of Witness ) -----  
Name ) -----  
Address ) -----  
) -----

I hereby acknowledge receipt of and accept the terms set out in this letter.

EXECUTED AS A DEED by )  
**NAME** )  
) -----  
) (Signature of Executive)

Signature of Witness ) -----  
Name ) -----  
Address ) -----  
) -----