

Non-Executive Director Contract

This sets out the main terms of appointment as a non-executive director of Nominet UK. It is agreed between us that this is a contract for services and is not a contract of employment.

1. APPOINTMENT

1.1. Subject to the remaining provisions of this letter, your appointment will commence on [date] and is for a fixed term of three years unless earlier terminated by either party giving to the other three months' prior written notice.

1.2. The first three months of your appointment shall be a probationary period and your appointment may be terminated during this period at any time. We may, at our discretion, extend this period for up to a further three months. During this probationary period your performance and suitability for continued appointment will be monitored. At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period.

1.3. Your appointment is subject to the articles of association of the Company, as amended from time to time (Articles). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company.

2. DUTIES AND RESPONSIBILITIES

2.1. As a non-executive director you shall have the same general legal responsibilities to the Company as any other director and shall be required to take decisions in the best interests of the Company. The Board as a whole is collectively responsible for the success of the Company. Given the nature, history and structure of the Company, 'success' is measured more widely than purely financial results (including, for example, stakeholder knowledge and satisfaction) although financial stability is a key aim.

2.2. The Board's role is to:

2.2.1. provide leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;

2.2.2. set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and

2.2.3. set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.

2.3. In your role as a non-executive director, you shall also be required to:

- 2.3.1. constructively challenge and contribute to the development of strategy;
- 2.3.2. scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- 2.3.3. satisfy yourself that financial information is accurate and that financial controls and systems of risk management are robust and defensible;
- 2.3.4. be responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing and, where necessary, removing senior management and in succession planning;
- 2.3.5. serve on the any committees of the Board as required from time to time and attend meetings of any such committees;
- 2.3.6. at all times comply with the Articles and memorandum of association of the Company;
- 2.3.7. abide by your fiduciary duties as a director of the Company;
- 2.3.8. diligently perform your duties and use your best endeavours to promote, protect, develop and extend the business of the Company;
- 2.3.9. immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any other employee or director of the Company of which you become aware to the Chair; and
- 2.3.10. comply with any codes of practice and terms of business issued or adopted by the Company from time to time.

2.4. You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary in order to enable you to discharge your duties.

3. TIME COMMITMENT

3.1. Overall, the Company anticipates a time commitment of 30 days per year, including attendance at bi-monthly Board meetings, annual strategy meetings, the AGM/EGMs and member events. In addition, you will be expected to devote appropriate preparation time ahead of each meeting and be available to deal with matters on the Board email list, and at other member or staff events, if needed. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations of your role. The agreement of the Chair should be sought before accepting any additional commitments that might affect the time you are able to devote to your role as non-executive director of the Company.

3.2. The Company will confirm the specific dates and times for Board meetings in due course. Generally, you will receive an agenda, together with relevant supporting papers, at least three days before each Board meeting. However, from time to time, it may be necessary to hold meetings at short notice.

4. FEES

4.1. Your fee for accepting the appointment is set out in the covering letter and will be paid gross per annum, in equal monthly instalments in arrears, less appropriate PAYE deductions. You will not participate in any bonus schemes or receive any pension from the Company.

4.2. The Company shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office, in accordance with the Company's expenses policy from time to time.

5. REVIEW

5.1. You will be subject to a 360-degree review process each year, conducted by the Chair. If there are any matters regarding your role which cause you concern in the interim, these should be discussed with the Chair.

6. CONFLICTS OF INTEREST

6.1. The Company has a neutral role in relation to the .uk domain name industry, and so conflicts of interest can be particularly damaging to the Company. You must declare any relevant interests into a register, in accordance with the Company's conflict of interest policy. You agree that information from the register may appear in the Company's Annual Reports. You confirm that you have declared any conflicts that are apparent at present and that you will declare potential conflicts of interest as soon as apparent.

6.2. In the event that you enter any new entry into the register of interests, you should proactively mention this to other members of the Board.

7. CONFIDENTIAL INFORMATION

7.1. During the course of your appointment, you are likely to obtain knowledge of trade secrets and other confidential information with regard to the business and financial affairs of the Company and its subsidiary undertakings (from time to time) and their respective customers and suppliers details of which are not in the public domain ("Confidential Information") including, but not limited to, the register and information about registrars and accordingly you undertake to and covenant with the Company that:

7.1.1. you shall not at any time after termination of your appointment (by whatever means) use or procure the use of the name of the Company or of any of its subsidiary undertakings whether or not in connection with your own or any other name in any way calculated to suggest that you continue to be connected with the business of the Company or of any of its subsidiary undertakings or in any way hold yourself out as having such connection; and

7.1.2. you shall not at any time after the date of this agreement (save by compulsion of law) use any Confidential Information (other than in the interests of the Company or of any of its subsidiary undertakings) or disclose or divulge any Confidential Information to any person (other than to officers or employees of the Company or of any of its subsidiary undertakings whose province it is to know the same) and that you shall use your best endeavours to prevent such use or publication or disclosure of any Confidential Information by any other person.

8. RETIREMENT AND TERMINATION

8.1. During the course of your appointment, your performance will be subject to 360-degree appraisals, which you agree to participate in. Continuation of your appointment is contingent on your continued satisfactory performance and re-appointment by the members as required by the Articles. If the members do not re-appoint you as a director in accordance with the Articles your appointment shall terminate automatically and with immediate effect.

8.2. You may resign from the Company at any time by giving written notice to the Chair.

8.3. The Company reserves the right to terminate your appointment with immediate effect and without payment of compensation by written notice if you accept a position with or acquire interests in another company, without prior Board approval, which, in the Board's reasonable opinion, is likely to give rise to a material conflict of interest with your position as a director of the Company. If any conflict with your duties as a director does arise, you should consult the Board immediately.

8.4. The Company may terminate your appointment with immediate effect if you have:

8.4.1. committed any serious or repeated breach or non-observance of your obligations to the Company (which includes an obligation not to breach your fiduciary duties); or

8.4.2. been guilty of any fraud or dishonesty or acted in any manner which, in the opinion of the Company, brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company; or

8.4.3. been declared bankrupt or have made an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Court Act 1984 or equivalent legislation; or

8.4.4. been disqualified from acting as a director.

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

9. DATA PROTECTION

9.1. 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 sensitive personal data (as defined in the Data Protection Act 1998).

10. THIRD PARTY RIGHTS

10.1. 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 be enforceable by any person other than you and the Company.

11. INSURANCE

11.1. The Company currently maintains directors' and officers' liability insurance and we will arrange for you to be included in such cover with immediate effect.