

[date]

Private & Confidential

Dear [name],

I am pleased to confirm that upon the recommendation of the Nominations Committee, the Board has approved this offer of appointment as an independent non-executive director of Ei Group plc (the "Company"). This letter sets out the principal terms of the appointment.

It is agreed that, on acceptance of this offer, this letter will constitute a contract for services and not a contract of employment. By accepting this appointment, you confirm that you are not subject to any restrictions which prevent you from holding office as a director of the Company.

Appointment

Subject to the remaining provisions of this letter, your appointment will commence immediately after [date] and will continue unless otherwise terminated earlier by and at the discretion of either party upon six months' written notice. Continuation of your contract of appointment is contingent on satisfactory performance and also on re-election at any Annual General Meeting at which a resolution is proposed to re-elect you.

Your appointment is also subject to the Articles of Association of the Company, as amended from time to time. Nothing in this letter shall be taken to exclude or vary the terms of the Articles of Association as they apply to you as a director of the Company. However, please note that the Board has resolved to apply Provision B.7.1 of the FRC's UK Corporate Governance Code. Accordingly, all directors will be subject to re-election at the each Annual General Meeting, and the Board expects to apply this provision in subsequent years.

Notwithstanding the above, the Company may terminate your appointment with immediate effect if you have:

- (a) committed any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your statutory, fiduciary or common-law duties); or
 - (b) 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
 - (c) been 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; or
- 2.
- (d) 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
 - (e) been disqualified from acting as a director; or

(f) not complied with the Company's anti-corruption and bribery policy and procedures.

On termination of your appointment (including if shareholders do not re-elect you as a director) you shall only be entitled to accrued fees as at the date of termination, together with reimbursement of any expenses properly incurred prior to that date.

Time Commitment

You will be expected to devote such time as is necessary for the proper performance of your duties but we anticipate a time commitment in the order of 15 days per annum. This will include attendance at all Board meetings. In addition, you will be expected to be available for Committee meetings and at such other times as required. You will also be expected to devote appropriate preparation time ahead of each meeting including consultation and discussion with fellow Board members. If you are unavoidably unable to attend a Board or Committee meeting, as much prior notice as possible should be given to the Company Secretary. You will also be expected to attend the Annual General Meeting and any other General Meetings of the Company.

By accepting this appointment, you will be confirming that you are able to allocate sufficient time to meet the expectations of your role. The prior agreement of the Chairman, who may discuss the matter with other members of the Board, should be sought before accepting additional commitments that might impact on the time you are able to devote to it. A full list of upcoming board and committee meetings is attached.

Role

Your role will be that of non-executive director, bringing an objectivity and independence of view borne by your outside experience, helping the Board to provide the Company with effective leadership and ensuring the continuing effectiveness of the management team and the high standards of probity within the Company. Non-executive directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for the success of the Company. The Board:

- provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
- sets the Company's values and standards and ensures that its obligations to its shareholders and others are understood and met.

All directors must take decisions objectively in the interests of the Company. You must understand and accept the obligation of any director not to put yourself in a position where your own interests are in conflict with those of the Company.

3.

All directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, as a director, you must have regard (among other matters) to:

- the likely consequences of any decision in the long-term;
- the interests of the Company's employees;
- the need to foster the Company's business relationships with customers, suppliers and others;
- the impact of the Company's operations on the community and the environment;
- the desirability for the Company maintaining a reputation for high standards of business conduct; and
- the need to act fairly as between the members of the Company.

In addition to these requirements of all directors, the role of the non-executive director has the following key elements:

- **Strategy** Non-executive directors should constructively challenge and help develop proposals on strategy, taking into account the views of the shareholders and stakeholders where appropriate;
- **Performance** Non-executive directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance; uphold high standards of integrity and probity and support the other directors in installing the appropriate cultures, values and behaviours in the Boardroom and beyond;
- **Risk** Non-executive directors should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible: and
- **People** Non-executive directors are responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing, and where necessary removing, executive directors and in succession planning.

You will also be expected to serve as a member of each of the Audit, Nomination and Remuneration Committee. The Board may also need you to serve on other Committees and/or to accept additional appointments in or on behalf of the Company, where best practice requirements dictate that a non-executive presence is required. The terms of reference for the applicable Committees will be made available to you.

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 responsibilities.

4.

Fees

You will be paid an annual director's fee of £[insert] gross a year. This fee will be paid in equal instalments monthly in arrears after deduction of any taxes and other amounts that are required by law. The fee will be reviewed periodically thereafter and covers any additional work and responsibilities due to your membership of each of the Audit, Nomination and Remuneration Committee as referred to above. The Company will reimburse you for all reasonable and properly documented expenses you incur in performing the duties of your office, including site visits. The Company's procedures require you to obtain authorisation in advance from the Chief Executive for any item of expenditure over £1,000 and any expenses to be incurred overseas or for foreign travel. The additional fee payable for chairing a Committee is currently £ [insert] per annum.

Outside Interests

It is accepted and acknowledged that you have business interests other than those of the Company and you have declared that you have no conflicts at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Chief Executive and/or the Company Secretary as soon as apparent. In order that it can give its approval, it will be necessary for you to disclose to the Board, all outside directorships and other (direct or indirect) interests, employments, consultancies or associations held by you or members of your immediate family. You must also keep the Board informed on a continuing basis of all changes to such arrangements and should obtain the prior approval of the Chairman before accepting any directorships of other companies. During your appointment, you will not be free, unless prior written approval has been given, to take up new directorships or hold other interests in the same industry as the Company or which could give rise to a conflict of interest in some other way.

Confidentiality and price-sensitive information

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Chief Executive and/or Company Secretary.

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.

You acknowledge the need to hold and retain Company information (in whatever format you receive it) under appropriately secure conditions.

Your attention is also drawn to the requirements under both legislation and regulation regarding the disclosure of price-sensitive information, and in particular to the Disclosure and Transparency Rules of the UK Listing Authority and section 52 of the Criminal Justice Act 1993 on insider dealing. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior clearance from the persons named above.



All documents, copies of documents, books, recordings, correspondence, computer equipment and other working documents that you receive or use during the exercise of your functions remain the exclusive property of the Company and must be returned to the Company with all copies of the same on termination of your appointment.

5.

Dealing in the Company's securities

During your period of appointment you are required to comply with the provisions of the Model Code, as annexed to the Listing Rules of the UK Listing Authority, in relation to dealing in the Company's listed securities, and any such other code that the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's listed securities. A copy of the current share dealing code adopted by the Company will be provided to you separately by the Company Secretary.

Review process

The performance of individual directors and the whole Board and its Committees is evaluated annually. If, in the interim, there are any matters that cause you concern about your role you should discuss them with the Chief Executive as soon as is appropriate.

Benefits and Insurance

Because of your non-executive status, you are not eligible to participate in any share option, bonus schemes or other benefits of the kind available to executive directors of the Company. The Company does, however, have directors' and officers' liability insurance, details of which are available from the Company Secretary.

Independent professional advice

Occasions may arise when you consider that you need professional advice in the furtherance of your duties as a director. Circumstances may occur when it will be appropriate for you to seek advice from independent advisers at the Company's expense. You will be reimbursed for your reasonable professional costs of doing so.

Induction

On appointment, the Company will provide a comprehensive, formal and tailored induction programme and information pack. We will also arrange for site visits, meetings with senior management and such meetings as are necessary with the Company's professional advisers, including auditors. Meetings will also be arranged, as requested, with major shareholders.

Data Protection

For the purposes of the Data Protection Act 1998 you consent to the processing of all personal data (in manual, electronic or any other form) relevant to your appointment, by the Company. "Processing" includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the European Economic Area.



6.

Formalities

If you are willing to accept these terms of appointment, please confirm your acceptance by signing, dating and returning the enclosed copy of this letter to me as soon as possible. I will counter sign only when I have your acceptance back and at that point we should announce the appointment..

Please also find attached a formal declaration of independence. In signing this you confirm that you are not aware of any relevant factors affecting your independence and judgement. In addition, please find attached a formal declaration pursuant to the Listing Rules of the UK Listing Authority concerning the appointment of directors. By signing this you confirm that there are no relevant disclosures necessary under LR 9.6.13. If any of these are applicable, please provide full details. We will prepare the AP01 form to record your appointment as a director of the Company at Companies House and send this on to you for signature and return.

Yours sincerely
Ei Group plc

L A Togher
Company Secretary & Legal Counsel

Understood and accepted

Signed

Date

Non-Executive Director - Declaration of Independence

The Board of Ei Group plc (the “Company”) is required to identify in its annual report each non-executive director it considers to be independent. The Board of the Company therefore has to determine whether the director is independent in character and judgement and whether there are relationships or circumstances which are likely to affect, or could appear to affect, the director’s judgement. The Board of the Company considers that the existence of relationships or circumstances, which may appear relevant to its determination of independence, include the following

That you: -

- have been an employee of the Company or group within the last five years;
- have, or has had within the last three years, a material business relationship with the Company either directly, or as a partner, shareholder, director or senior employee of a body that has such a relationship with the Company;
- have received or receive additional remuneration from the Company apart from a director’s fee, or participates in the Company’s share option or performance-related pay schemes or is a member of the Company’s pension scheme;
- have close family ties with any of the Company’s advisers, directors or senior employees;
- hold cross-directorships or have significant links with other directors through involvement in other companies or bodies (other than those disclosed and approved);
- represent a significant shareholder; or
- have served on the Board for more than nine years from the date of your first election.

By signing below you are declaring that none of the circumstances above apply to your appointment and that you consider yourself independent in your role as a non-executive director of the Company.

You may be required to sign further declarations annually throughout your appointment.

Signed.....

Dated.....



Ei Group plc (the "Company")

Director's Declaration on Appointment

Under Rule 9.6.13R of the UK Listing Rules the Company has to disclose full details of the director to the UK Listing Authority and make an announcement via RNS of the following information in respect of any new director appointed to the Board.

- (1) the names of all directorships held by the director in any other publicly quoted company at any time in the previous 5 years, indicating whether or not he is still a director;
- (2) any unspent convictions in relation to indictable offences;
- (3) details of any receiverships, compulsory liquidations, creditors voluntary liquidations, administrations, company voluntary arrangements or any composition or arrangement with its creditors generally or any class of its creditors of any company where the director was an executive director at the time of, or within the 12 months preceding such events;
- (4) details of any compulsory liquidations, administrations or partnership voluntary arrangements of any partnerships where the director was a partner at the time of, or within the 12 months preceding such events;
- (5) details of receiverships of any asset of such person or of a partnership of which the director was a partner at the time of, or within the 12 months preceding such event; and
- (6) details of any public criticisms of the director by statutory or regulatory authorities (including designated professional bodies) and whether the director has ever been disqualified by a court from acting as a director of a company or from acting in the management or conduct of the affairs of any company.

Rule 9.6.15R provides that if no information is required to be disclosed pursuant to the above then the notification should state that fact.

By signing below you are declaring that you have provided us with full details of those relevant companies required in paragraph (1) and confirm that, other than those already disclosed to the Company, there are no details to be disclosed relating to paragraphs (2) to (6) above.

Signed.....

Date.....