

This letter sets out the main terms of your appointment to hold office and it is agreed between us that this is a contract to hold office and is 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.

1. APPOINTMENT

- 1.1 Subject to the remaining provisions of this letter, your appointment shall be for a period of three years unless terminated earlier by either party giving to the other one month's prior written notice. A board member can seek election for one further term of office.
- 1.2 Your appointment is subject to the articles of association (the "Articles") (copy annexed to this letter) of Dublin City BID Company Ltd. T/A DublinTown, as amended from time to time. 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.
- 1.3 Notwithstanding paragraph 1.1 and paragraph 1.2, Dublin City BID 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 Dublin City BID Company Ltd, 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 declared bankrupt or have made an arrangement with or for the benefit of your creditors, or
 - (d) been disqualified from acting as a director by reason of an order made under Part VII of the Companies Act, 1990;
 - (e) become of unsound mind;
 - (f) been convicted of an indictable offence unless the Directors otherwise determine; or
 - (g) been directly or indirectly interested in any contract with Dublin City BID Company Ltd. and failed to declare the nature of your interest in the manner required by section 194 of the Companies Act, 1963.
 - (h) are absent for three or more consecutive meetings of the Board, unless the other Directors otherwise determine.

Notwithstanding the above if a notice is served on you, pursuant to any one or more of the reasons for termination set out in this clause, by Dublin City Bid Company Ltd you shall be afforded an opportunity of giving orally or in writing an explanation or defence.

- 1.4 All directors must act in the way they consider, in good faith, would be most likely to promote the success of Dublin City BID Company Ltd. for the benefit of its members as a whole. In doing so, as a director, you must have regard (among other matters) to:
- (a) the likely consequences of any decision in the long term;
 - (b) the interests of Dublin City BID Company Ltd's employees;
 - (c) the need to foster Dublin City BID Company Ltd's business relationships with suppliers, customers, sponsors and others;
 - (d) the impact of Dublin City BID Company Ltd's operations on the community and the environment;
 - (e) the desirability of Dublin City BID Company Ltd's maintaining a reputation for high standards of business conduct;
 - (f) the need to act fairly as between the members of Dublin City BID Company Ltd.

2. FEES

You shall provide your services pro bono. Dublin City BID Company Ltd shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office. You will not be entitled to a retirement allowance. Except for reasonable expenses associated with Dublin City BID Company Ltd's business, you should obtain the approval of the Chairman of the Board for an expense before you incur it.

3. OUTSIDE INTERESTS

- 3.1 It is accepted and acknowledged that you have business interests other than those of Dublin City BID Company Ltd and have declared any conflicts that are apparent at present. If you become aware of any potential conflicts of interest, these should be disclosed to the Board as soon as you become aware of them. The Board regards you as an independent Director prior to your appointment.
- 3.2 Disclosure of interests is a continuing obligation. If your circumstances change or you acquire a position which may conflict with your office as Director of the Dublin City BID Company Ltd, then you must disclose its character and extent at the next meeting of the Directors. This should be done in writing. You should be aware that, under the law and the Constitution of the Dublin City BID Company Ltd, you will generally not be entitled to attend any part of a Board meeting, or to vote, on any matter in which you have a material personal interest unless the Directors unanimously decide otherwise.

4. CONFIDENTIALITY

- 4.1 All information acquired during your appointment is confidential to Dublin City BID Company Ltd. and should not be disclosed to third parties or used for any reason other than in the interests of Dublin City BID Company Ltd, either during your appointment or following termination (by whatever means), without prior clearance from the Board. Upon termination of your appointment you will deliver to the Dublin City BID Company Ltd all documents, materials and other property relating to the Dublin City BID Company Ltd which you are in possession of, other than such documents as you reasonably need to retain as a record of the discharge of your duties.
- 4.2 Your attention is also drawn to the requirements under both legislation and regulation as to disclosure of information that may be sensitive. All non-public information obtained during your appointment is confidential to the Dublin City BID Company Ltd and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman, or as required by law.
- 4.3 By consenting to becoming a Director, you consent to the use of video, telephone, electronic mail and any other technology which permits each Director to communicate with every other Director, or any combination of these technologies for the purposes of Dublin City BID Company Ltd business and holding meetings. It is your responsibility to ensure that all information is safely stored with appropriate safeguards to such information and is not disseminated without prior authorisation.

5. REVIEW PROCESS

The performance of individual directors and the whole Board and its Committees is subject to evaluation annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chairman as soon as you can.

6. INSURANCE

Dublin City BID Co Ltd has directors' and officers' liability insurance and it intends to maintain such cover for the full term of your appointment. A copy of the policy document is available from the Company Secretary.

7. DATA PROTECTION

- 7.1 By signing this letter you consent to Dublin City BID Company Ltd 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 1988 to 2003) relating to you including, as appropriate.
- 7.2 You consent to Dublin City BID Company Ltd making such information available to those who provide products or services to Dublin City BID Company Ltd such as advisers and payroll

administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations or the business in which you work.

8. THIRD PARTY RIGHTS

No person other than you and Dublin City BID Company Ltd shall have any rights under this letter and the terms of this letter shall not be enforceable by any person other than you and Dublin City BID Company Ltd

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by, and shall be construed in accordance with the laws of Ireland, and the parties agree to submit to the exclusive jurisdiction of the Courts of Ireland.

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

Yours sincerely

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For and on behalf of Dublin City BID Company Ltd T/A DublinTown

I agree to the above terms of appointment as a non-executive director.

Signed and sealed by

on [DATE]

by [NON-EXECUTIVE DIRECTOR]

.....

[NON-EXECUTIVE DIRECTOR'S SIGNATURE]