

EXAMPLE APPOINTMENT LETTER
(2011 Version)

**STRICTLY PRIVATE & CONFIDENTIAL
ADDRESSEE ONLY**

[Name / Address]

[Date]

Dear Name

I write to confirm your appointment as a non-executive director of Polar Capital Technology Trust PLC (the "**Company**") with effect from [Date]. I set out below the terms of your appointment.

1. Definitions

In this letter:

- 1.1 the "**Companies 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 "**Articles**" means the articles of association of the Company from time to time;
- 1.4 "**Board**" means the board of directors of the Company from time to time;
- 1.5 "**Chairman**" means the Chairman of the Board from time to time;
- 1.6 "**Group**" means the Company and any subsidiary or subsidiary undertaking of the Company (both as defined in the Companies Act 2006), including for the avoidance of doubt PCT Finance Limited;
- 1.7 "**Listing Rules**" means the combined Listing Rules, Prospectus Rules and the Transparency and Disclosure Rules as published by the UK Listing Authority;
- 1.8 "**London Stock Exchange**" means London Stock Exchange plc;
- 1.9 "**Model Code**" means the model code on directors' dealings in securities set out in LR9 Annex 1 in the Listing Rules;
- 1.10 "**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; and
- 1.11 "**UK Corporate Governance Code**" means the principles of good governance and code of best practice published and maintained by the Financial Reporting Council.

2. Term of Appointment

- 2.1 Your appointment is subject to the provisions of the Articles regarding appointment, fees, expenses, retirement, disqualification and removal of directors, and will in any event terminate forthwith or at the conclusion of any such notice period without any entitlement to compensation if:
- 2.1.1 you are not re-elected at an annual general meeting of the Company at which you retire and offer yourself for re-election in accordance with the Articles;
 - 2.1.2 you are required to vacate office for any reason pursuant to any of the provisions of the Articles or by one month's written notice signed by a majority of the Board;
 - 2.1.3 you are removed as a director or otherwise required to vacate office under any applicable law; or
 - 2.2.4 you give one month written notice of the termination of your appointment.
- 2.2 Subject to the above, and to continued satisfactory performance by you it is anticipated that your appointment as a non executive director will be for an initial term of up to three years from your date of appointment (unless otherwise terminated earlier by and at the discretion of either you or the majority of the Board upon one month's written notice as set out above), however you may be re-elected an a non executive director for up to two further terms of three years each.
- 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 You will have all the usual duties of a non-executive director under English law, including attendance at board meetings, meetings of non-executive directors, meetings with investors and shareholders and the annual general meeting together with 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 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 to the key elements of the non-executive directors' role as set out in the UK Corporate Governance Code and in particular regard to the AIC Code of Corporate Governance.
- 3.3 You will also, after discussion with the Chairman, be asked to become a member of some of the committees of the Board.

4. Commitment

- 4.1 The Company has an annual schedule of Board and committee meetings, usually comprising of six half days per annum and 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 also as far as reasonably possible be expected to attend the Company's annual general meetings, such other

board meetings as agreed by the Board as necessary and meetings of committees of the Board of which you are a member.

- 4.2 By accepting this appointment of non-executive director 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.
- 4.3 If you are required to spend substantially longer than the likely time commitment set out in clause 4.1 on your duties, the Company may at its sole and absolute discretion make one or more specific payments to you (subject to any limits on directors' fees contained in the Articles) in addition to the fees set out in clause 8 of this letter, which will be subject to any deductions which the Company may be required to make including in respect of tax and national insurance contributions.
- 4.4 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 Companies Act, the UK Corporate Governance Code and the guidance on the role of non executive directors contained in the Guidance on Board Effectiveness published by the Financial Reporting Council, as amended from time to time.
- 4.5 During the continuance of your appointment you shall:
- 4.5.1 Have particular regard to the key elements of the non executive director's role as set out in the UK Corporate Governance Code, that is:
- **Strategy** – to constructively challenge and help develop proposals on strategy;
 - **Performance** – to scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
 - **Risk** – to satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible; and
 - **People** – to be 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;
- 4.5.2 comply where relevant with any rule of law or regulation of any competent authority or of the Company, including the Model Code or any other Code, from time to time in force in relation to dealing in shares and other securities of the Company and unpublished price sensitive information affecting the shares or other securities of the Company a copy of which has been provided to you;
- 4.5.3 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;

- 4.5.4 observe the rules and provisions of the Takeover Code, the Listing Rules and the Companies Act;
- 4.5.5 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
- 4.5.6 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.

5. Induction and Professional Development

- 5.1 Following your appointment the Board will provide an induction programme. In the event that you require further 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 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 contact the Company Secretary if you have any questions in relation to professional development.

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 any member of the Group. Confidential information shall include, without limitation, lists or details of clients, information relating to the working of any product, process, system, invention, improvement or development carried on or used by any member of the Group, information relating to research projects, know-how, prices, discounts, mark-ups, future business strategy, marketing, tenders, any price sensitive information and information concerning the Company's or the Group's intellectual property portfolio and strategy and information relating to the employees and/or officers of the Company and the Group.
- 6.2 The restrictions contained in this clause 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 and interests, including any directorship, appointment or interest in a company, business or undertaking which competes or is likely to compete with the Company or any other member of the Group or which conflicts or may possibly conflict with your duties for or with the interests of 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 or AIM company; (ii) or any other directorship 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;

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;

save that you may hold interests of less than 3 per cent of securities quoted or dealt on a recognised stock exchange without the prior consent of the Board.

7.2.3 promptly notify in writing, in the first instance to the Chairman and subsequently to the Board, any subsequent changes to any such directorship or 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, 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

You will be entitled to an annual fee at the rate of [Amount] per annum with effect from 30 June 2011 less any deductions which the Company may be required to make including in respect of tax and national insurance contributions. It is the practice of

the Board to review such fees on an annual basis but such review will not necessarily result in any change to the rate.

9. Expenses, Insurance and Indemnity

- 9.1 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.
- 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

- 10.1 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); and
- 11.1.3 you hereby agree that 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.
- 12.2 The agreement contained in this letter and any dispute or claim arising out of, or in connection with it, shall be governed by, and construed in accordance with, English law.

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
 - 13.2.2 subject to clause 13.2.3, the only rights and remedies of the parties in any way relating to this appointment (included matters arising or occurring prior to but connected with this appointment) are under this letter of appointment and any other remedies whatsoever are hereby excluded; and
 - 13.2.3 nothing in clause 13.2.2 shall relieve either party of any liability to the other in respect of any fraudulent misrepresentation or fraudulent misstatement.
- 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 appointments to the appointment letter necessary to give effect to the spirit of this appointment letter.

14. Notices

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 left at or sent by first class post or facsimile transmission 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 facsimile transmission to your last-known address. Any such notice shall be deemed to be given at the time of its delivery or despatch by facsimile transmission or on the next following weekday (not being a public holiday) after it was posted.

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]) -----
Director)

in the presence of:

Signature of witness -----

Name of witness
(in BLOCK CAPITALS)

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Address of witness

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

EXECUTED AS A DEED by)
[name])
) -----
) (Signature of Executive)

in the presence of:

Signature of witness -----

Name of witness
(in BLOCK CAPITALS)

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Address of witness

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