

## GENERAL TERMS OF APPOINTMENT OF A NON-EXECUTIVE DIRECTOR

Private and Confidential

[DATE]  
[NAME]  
[ADDRESS]

Dear [●]

[As discussed, my colleagues and I are delighted that you are able to join the Board of this Company as an independent non-executive director] / [I am pleased to confirm the renewal of your appointment as an independent non-executive director] of easyJet plc (the Company). Please find below the terms and conditions of your [continuing] appointment.

1 Your appointment, pursuant to this letter, as a director of the Company [is hereby renewed as from [date]] / [will commence on [date]] and will continue for a period of 3 years unless terminated by either party giving to the other 3 months' notice in writing. Your appointment is subject to the Company's Articles of Association. Nothing in this letter shall be taken to exclude or vary the terms of the Articles of Association of the Company as they apply to you as a director of the Company.

2 The appointment will terminate with immediate effect and without any entitlement to compensation if:

- (a) you are not re-elected as a director at forthcoming General Meetings; or
- (b) you are removed as a director by resolution passed at a General Meeting; or
- (c) you cease to be a director by reason of your vacating office pursuant to any provision of the Company's Articles of Association; or
- (d) you have committed any material, serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your fiduciary duties); or
- (e) you have 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
- (f) you have 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
- (g) you have been disqualified from acting as a director.

3 The relationship between you and the Company shall be that of office-holder and not one of employment.

4 You will be entitled to a fee for your services as non-executive director at the rate of £[NED fee] per annum [and for your role as Chairman of [relevant committee] a fee of £[committee chairman fee] per annum], such fee[s] to accrue from day to day and to be payable monthly in arrears on or about the last day of each calendar month subject to deduction of tax and national insurance contributions in accordance with the Income Tax (PAYE) Regulations 2003.

5 [In addition, should you become Chairman of [relevant committees], you will receive the additional fee set by the Board from time to time and currently standing at £[current committee chairman fee] per annum (commencing from the date of appointment to the role).]

6 In the event that you are called on or requested to perform any special duties or responsibilities outside your ordinary duties as director (for example, in relation to a takeover subject to the City Code), the Board may agree to pay you additional remuneration.

7 In addition, you will be entitled to be reimbursed for all reasonable and properly documented expenses you incur in performing the duties of your office on the basis prescribed by the Company's Articles of Association. Your expenses may include legal fees if circumstances should arise in which it is necessary for you to seek independent legal advice about the performance of your duties with the Company. In such a situation, you should raise the matter with the Audit Committee in the first instance, and before you incur any liability for legal fees.

## 8 Time Commitment

(a) You will be expected to devote such time as is necessary for the proper performance of your duties and you should be prepared to spend at least 1.5 days per month on company business. This is based on preparation for and attendance at:

- Scheduled Board meetings
- Board Dinners
- The annual Board strategy away-day
- The AGM
- Meetings of the non-executive directors
- Meetings with shareholders/institutional investors

Meetings may involve you in some overseas travel. Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend the meetings outlined above.

(b) The nature of the role makes it impossible to be specific about the maximum time commitment, and there is always the possibility of additional time commitment in respect of preparation time and ad hoc matters which may arise from time to time, and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, committee or shareholder meetings.

(c) The average time commitment stated in clause 8(a) will increase if you are given additional responsibilities. Details of the expected increase in time commitment will be covered in any relevant communication confirming additional responsibility.

9 By accepting this continuation of your appointment you undertake that, taking into account all other commitments you may have, you are able to, and will devote sufficient time to your duties as a non-executive director. You shall carry out the function of a non-executive director of the Company and consequently shall have no management or executive powers or functions. You will be expected to exercise the general fiduciary duties and duties of care and confidentiality expected of every director and in accordance with the principles outlined in the UK Corporate Governance Code as amended from time to time.

10 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 ensure that its obligations to its shareholders and others are understood and met.

11 All directors must take decisions objectively in the interests of the Company.

12 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.
- Performance: Non-executive directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
- 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.
- 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.

13 You agree that:

(a) [You will [continue on in your role as]/[become a [member/chairman] of the Company's [●] Committee];

(b) The Board may delegate some of its functions to a sub-committee determined by the Board, and that such sub-committee may make decisions and take actions on behalf of the Company within its terms of reference, without the approval of the full Board;

(c) Your prime responsibilities are the attendance at Board meetings of the Company and the giving of such advice to the Board as is consistent with your statutory duties as a director of the Company;

(d) You may be asked, from time to time, to assist an executive director of the Board in a management audit of any Group Company;

(e) Unless specifically authorised to do so by the Board, you shall not enter into any legal or other commitment or contract on behalf of the Company or any Group Company;

(f) You shall disclose any direct or indirect interest that you may have in any matter being considered at a Board meeting or any other sub-committee of the Board and, save as permitted under the Articles, you shall not vote on any resolution of the Board on any matter where you have any direct or indirect interest;

(g) You will abide by your fiduciary duties as a director of the Company. You will immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any other employee or director of which you become aware to the Board; and

(h) You will comply with the UK Listing Authority's Listing Rules (including the Model Code on directors' dealings in securities) and Disclosure and Transparency Rules and the Admission and Disclosure Standards of the London Stock Exchange as from time to time amended, the Financial Reporting Council's UK Corporate Governance Code, the City Code on Takeovers and Mergers, and all other requirements, recommendations or regulations, as amended from time to time, of the Financial Services Authority and any other regulatory authority relevant to the Company, as well as any code or codes as may from time to time be adopted by the Company or the Group on directors' conduct or dealings in securities of a Group Company.

14 The Company shall give to you any information concerning the Company as you may reasonably require to enable you to comply with your statutory and common law duties as a non-executive director. Any requests for such information should be processed through the Company Secretary.

15 Subject to any disclosures required by law or any regulatory authority, you shall neither during your appointment nor at any time (without limit) after the cessation thereof, directly or indirectly:

(a) use for your own purposes or those of any other person, company, business entity or other organisation whatsoever; or

(b) disclose to any person, company, business entity or other organisation whatsoever,

any trade secret or confidential information relating or belonging to the Company or its Group Companies including but not limited to any such information relating to any customer, customer list or requirement, price list or pricing structure, sales and marketing information, business plan or dealing, employee or officer, source codes and computer systems, software, financial information and plans, designs, formulae, prototypes, product lines, services, research activities, any document marked 'Confidential' (or with a similar expression), or any information which you have been told is confidential or which you might reasonably expect the Company would regard as confidential, or any information which has been given to the Company or Group Company in confidence by any customer, supplier or other persons.

16 You shall not at any time during your appointment make any notes or memoranda relating to any matter within the scope of the Company's business, dealings or affairs otherwise than for the benefit of the Company or any Group Company.

17 The obligations contained in clause 15 shall cease to apply to any information or knowledge, which may subsequently come into the public domain after the termination of your appointment other than by way of unauthorised disclosure.

18 The Company reserves the right, at its discretion, to pay you in lieu of all or part of the notice of termination (whether notice is given by you or the Company). Termination with immediate effect for the reasons outlined in clause 2 will not give rise to any right to compensation.

19 Subject to clause 21 below, you shall not, except with the prior sanction of a resolution of the Board, during the period of your appointment directly or indirectly (i) be engaged in, or (ii) be employed by, or (iii) hold any directorship or other office in, or (iv) hold shares in, or (v) have any other interest in any company, firm, or other business entity which is the same as, or similar to, the business of (a) the Company or (b) any Group Company in respect of which you have access to its confidential information and trade secrets.

20 You confirm that you have disclosed fully to the Company all circumstances in respect of which there is, or there might be, a conflict of interest between the Company or any Group Company, and you agree to disclose fully to the Company any such circumstances which may arise during your appointment.

21 Due to the confidential nature of this position, you will not during the term of this appointment or for a period of twelve months from the date of the termination of your appointment (howsoever arising):

(a) on your own behalf, or on behalf of any other person, or in conjunction with others, create a company or other entity that operates in direct competition to the Company; or

(b) be employed or engaged by, or otherwise interested in the business of, a competitor airline, that is an airline operating in the same sector of the industry as the Company operates in at the termination of your appointment, or any sector of the industry in which the Company was planning to operate at the termination of your appointment.

However, nothing in this letter shall prohibit you from holding (directly or through nominees) investments listed on the London Stock Exchange or in respect of which dealing takes place on AIM on the London Stock Exchange or on any other recognised stock exchange so long as you do not hold more than 5 per cent of the issued shares or other securities of any class of any one company without the prior sanction of a resolution of the Board.

22 The Company has directors' and officers' liability insurance and it is intended to maintain such cover for the full term of your appointment. The current indemnity level is £[●] and [a copy of the policy summary is attached] / [you should already have a copy of the policy].

23 The indemnity protection for the benefit of directors of the Company detailed in the deed poll of 8 November 2007 shall apply to your appointment.

24 For the purposes of the Data Protection Act 1998, by signing this letter you consent to the processing by the Company of personal data including sensitive data of which you

are the subject. You agree that the data may be collected and held by the Company, or be disclosed or transferred to other employees of the Company or to any other member of any Group Company (including if necessary to other offices of the Company or any Group Company outside the European Economic Area) or to any other person as may be reasonably necessary or as otherwise permitted by law.

25 This letter constitutes the entire terms and conditions of the Appointment and no waiver or modification thereof shall be valid unless in writing, signed by the parties hereto and only to the extent therein set forth.

26 The various provisions and sub-provisions of this letter are severable and if any provision or sub-provision is held to be unenforceable by any court of competent jurisdiction then such enforceability shall not affect the enforceability of the remaining provisions or sub-provisions in this letter.

27 No term of this letter is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this letter.

28 This letter is governed by and construed in accordance with the laws of England. The parties hereto submit to the exclusive jurisdiction of the English Courts.

29 You hereby irrevocably appoint any other director of the Company from time to time, jointly and severally, to be your attorney in your name and on your benefit to sign any documents and do any thing necessary or requisite to give effect to those matters which you are obliged to do pursuant to this Agreement (including but not limited to resigning from your office as a Director of the Company) and all offices held by you in any Group Company at the request of the Company or any such Group Company. In favour of any third party a certificate in writing signed by any director or by the Secretary of the Company that any instrument or act falls within the authority conferred by this paragraph shall be conclusive evidence that such is the case.

30 In this letter a reference to any statute or statutory provision shall include any orders, regulations or other subordinate legislation made under it and any statutory modification or re-enactment of it for the time being in force and the following words and expressions shall have the meanings set out below:

(a) “**Articles of Association**” means the articles of association of the Company as amended from time to time;

(b) “**Group**” means the Company and all of the Group Companies from time to time;

(c) “**Group Company**” means any holding company for the time being of the Company or any subsidiary for the time being of the Company or of any such holding company (for which purpose the expressions “holding company” and “subsidiary” shall have the meanings ascribed thereto by section 1159 Companies Act 2006);

(d) “**the Board**” means the Board of Directors of the Company.

Kindly confirm your agreement to the terms set out above by signing (and having witnessed) the endorsement on the enclosed copy of this letter and returning the copy to Mr Giles Pemberton, General Counsel and Company Secretary at the above address.

[We will also send you shortly a draft of a Press Release for your consideration and we plan to release this on [date]. [I am delighted at the prospect of you joining our Board of

Directors and I very much look forward to working with you in the future. I will arrange for you to receive a schedule of meetings for [year] as soon as possible]

Yours sincerely

Chairman

**IN WITNESS** whereof the Company and [●] have executed this Deed and it is delivered and takes effect on the date first written above.

**EXECUTED** as a **DEED** by )  
easyJet plc )  
acting by a Director and its )  
Secretary or two directors )

Director:

.....

Director/Secretary:

.....

**SIGNED** as a **DEED** by )

[●] )

.....

In the presence of:

Signature of Witness

.....

Witness Name:.....

Witness Address: .....

.....

.....

Witness occupation: .....