

POLAR CAPITAL GLOBAL FINANCIALS TRUST PLC

*(a limited liability registered closed ended investment company incorporated in England with registered number 8534332 and registered office at 16 Palace Street, London, SW1E 5JD)*

**STRICTLY PRIVATE & CONFIDENTIAL  
ADDRESSEE ONLY**

DATE

XXXXXXX

Dear XXX,

**Appointment as a non-executive director of Polar Capital Global Financials Trust plc**

I write to confirm your appointment to the board of Polar Capital Global Financials Trust plc (the "**Company**") as a non-executive director, with effect from XXX. I set out below the terms of your appointment.

**1, Definitions**

In this letter:

- 1.1 "**2006 Act**" means the Companies Act 2006, to the extent in force from time to time;
- 1.2 "**Admission**" means admission of the Company's shares to the Official List of the UK Listing Authority and to trading on the London Stock Exchange;
- 1.3 "**AIC Code**" means the Association of Investment Companies Code of Corporate Governance, as amended from time to time;
- 1.4 "**AIC Guide**". means the Association of Investment Companies Corporate Governance Guide for Investment Companies, as amended from time to time;
- 1.5 "**Articles**" means the articles of association of the Company from time to time;
- 1.6 "**Board**" means the board of directors of the Company from time to time;
- 1.7 "**Company Secretary**" means the company secretary of the Company;
- 1.8 "**FCA**" means the Financial Conduct Authority of the United Kingdom including,

for the avoidance of doubt, any replacement or substitute therefor, and any regulatory body or person succeeding, in whole or in part, to the functions thereof;

- 1.9 **"FRC"** means the Financial Reporting Council;
- 1.10 **"Governance Code"** means the UK Corporate Governance Code, setting out the principles of good governance and code of best practice published and maintained by the FRC;
- 1.11 **"IMA"** means the investment management agreement entered into between the Company and the Manager on or about the date hereof;
- 1.12 **"LPDT Rules"** means the Listing, Prospectus, Disclosure and Transparency Rules published by the UK Listing Authority;
- 1.13 **"London Stock Exchange"** means London Stock Exchange plc;
- 1.14 **"Manager"** means Polar Capital LLP;
- 1.15 **"Model Code"** means the model code on directors' dealings in securities set out in LR 9 Annex 1 in the Listing Rules;
- 1.16 **"Party"** means a party to this letter; and
- 1.17 **"Takeover Code"** means The City Code on Takeovers and Mergers.

## **2. Term of Appointment**

- 2.1 Your appointment as a non-executive director of the Company is not subject to any limitation or duration. Retirement or resignation shall be in accordance with the Articles or as may be required by the Listing Rules made by the UK Listing Authority under section 73A of the Financial Services and Markets Act 2000 or any relevant regulatory authority or any court.
- 2.2 Your appointment is subject to the provisions of the Articles. Your appointment will terminate forthwith without any entitlement to compensation if:
  - 2.2.1 you are not elected or re-elected at an annual general meeting of the Company at which you retire and offer yourself for election or re-election; or

- 2.2.2 you are required to vacate office for any reason pursuant to any of the provisions of the Articles; or
  - 2.2.3 you are removed as a director or otherwise required to vacate office under any applicable law.
- 2.3 Your appointment may be terminated with immediate effect if you:
- 2.3.1 commit a material breach of your obligations under this letter;
  - 2.3.2 commit any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your duties to the Company, whether statutory, fiduciary, or common law);
  - 2.3.3 are guilty of any fraud or dishonesty or acted in a manner which, in the opinion of the Company acting reasonably, brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company;
  - 2.3.4 are convicted of any arrestable criminal offence;
  - 2.3.5 are declared bankrupt or have made an arrangement with or for the benefit of your creditors; or
  - 2.3.6 are disqualified from acting as a director.
- 2.4 Your appointment may otherwise be terminated by any Party at any time upon 30 days' written notice to the other Party.

### **3. Duties**

- 3.1 The Company has an annual schedule of Board and committee meetings 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, which is likely to be at least 20 days per year. 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, provided that the Manager complies with the provisions of clause 6.1.4 of the IMA.
- 3.2 As a member of the Company's Audit Committee and the Management Engagement Committee you will have duties as a member of those committees and will be expected to attend meetings of the committees.

- 3.3 By accepting this appointment 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 member of the Audit and Management Engagement committees of the Company.
- 3.4 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 2006 Act, the Governance Code and related guidance (comprising the FRC's guidance on Board Effectiveness, Going Concern and Liquidity Risk, Internal Control and Audit Committees), the AIC Code and AIC Guide, the LPDT Rules and the Takeover Code.
- 3.5 During your appointment you will:
- 3.5.1 have regard to the general duties of directors as set out in Part 10 of the Companies Act 2006, including the duty to promote the success of the Company, which is that "A director of a Company must act in a way he considers, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole and in doing so have regard (amongst other matters) to:
- (A) the likely consequences of any decision in the long term,
  - (B) the interests of the Company's employees,
  - (C) the need to foster the Company's business relationships with suppliers, customers and others,
  - (D) the impact of the Company's operations on the community and the environment,
  - (E) the desirability of the Company maintaining a reputation for high standards of business conduct, and
  - (F) the need to act fairly as between members of the Company;
- 3.5.2 comply where relevant with any rule of law or regulation of the FCA, from time to time in force, including the Model Code, in relation to dealing in shares, debentures and other securities of the Company and unpublished price sensitive information affecting the shares, debentures or other securities of the Company.
- 3.5.3 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;

- 3.5.4 use your reasonable endeavours to promote and extend the interests and reputation of the Company, 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;
  - 3.5.5 observe the rules and provisions of the LPDT Rules;
  - 3.5.6 assist the Chairman and the Board in relation to public and corporate affairs, including bringing to bear for the benefit of the Chairman and the Board, your particular knowledge and experience; and
  - 3.5.7 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.
- 3.6 During your appointment you will:
- 3.6.1 be required to exercise relevant powers under, and act in accordance with, the Articles;
  - 3.6.2 be required to exercise your powers as a director in accordance with the Company's policies and procedures;
  - 3.6.3 immediately report to the Chairman any wrongdoing of your own or the wrongdoing or proposed wrongdoing of any employee or director of which you become aware;
  - 3.6.4 not, unless specifically authorised to do so by the Board, enter into any legal or other commitment or contract on behalf of the Company;
  - 3.6.5 devote time to developing and refreshing your knowledge and skills;
  - 3.6.6 uphold high standards of integrity and probity and support the directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
  - 3.6.7 ensure that you seek and review information in advance of board meetings; and
  - 3.6.8 take into account the views of shareholders and other stakeholders where appropriate.

#### **4. Directorships, appointments and conflicts of interest**

- 4.1 You confirm that you have notified the Board in writing of all your other directorships, appointments, significant commitments and interests, including those which conflict, or may possibly conflict with the interests of the Company

for the purposes of section 175 of the 2006 Act (a "**conflict situation**").

4.2 You undertake that during the term of your appointment you will:

4.2.1 disclose: (i) any proposed directorship of another listed company or AIM company; or (ii) any other directorship, significant appointment, 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 (including disclosure of the time commitment likely to be needed);

4.2.2 not during the term of your appointment as a non-executive director of the Company without the prior consent of the Board, such consent not to be unreasonably withheld, accept any appointment as a director or consultant of any person, firm or company whose interests may be materially prejudicial to those of the Company (or its subsidiaries from time to time, if any);

4.2.3 promptly notify in writing to the Chairman any subsequent acceptance of or entry into such directorship or other appointment or interest and any material changes to any such directorship or other appointment or interest;

4.2.4 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 2006 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

4.2.5 promptly declare to the Board, so far as you are aware, the nature of any interest you may have, whether direct or indirect, in any existing or proposed transaction or arrangement entered into or to be entered into by any member of the Company, in accordance with the 2006 Act and the Articles.

4.3 Where the circumstances described in clause 4.2.2 arise, and either the prior consent of the Board has been withheld and you intend nevertheless to accept the relevant appointment or you do not wish to seek such prior consent, either you or the Company may terminate your appointment without notice.

## **5. Induction and provision of information**

5.1 Following your appointment, the Board will provide an induction programme.

This will include the provision of information about the Company and its business.

- 5.2 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.

## **6. Ongoing development and training**

During the course of your appointment, you will be expected to develop and 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 committee to which you are appointed. The Company will assist you in this and will devote reasonable time and resources to allow you to do this. You should make yourself available for any relevant training sessions organised for the Board. You should contact the Company Secretary if you have any queries in relation to professional development.

## **7. Fees**

- 7.1 You will be entitled to an annual fee at the rate of £26,500.00 per annum less any deductions which the Company may be required to make including in respect of tax and national insurance contributions. This fee covers all duties, including service on any board committee or company subsidiary.
- 7.2 The Board may determine that additional remuneration be paid in the event that you are requested by the Board to perform extra or special services to the Company.

## **8. Expenses, indemnity and insurance**

- 8.1 Subject to the Articles of Association, the Company shall reimburse to you all expenses reasonably incurred by you in the proper performance of your duties as a director in accordance with the terms of your appointment provided that you supply receipts or other evidence of expenditure.
- 8.2 The Company will at its own expense effect and maintain directors' and officers' liability insurance cover for you. The Company Secretary will on request supply you with a copy of the terms of such cover.

## **9. Review**

The performance of individual directors, and of the Board as a whole and of the committees of the Board, is evaluated annually. If, in the interim, there are any

matters which cause you concern in relation to your role, you should raise them with the Chairman as soon as possible.

## **10. Termination of appointment**

10.1 On the termination of your appointment:

10.1.1 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; and

10.1.2 you will surrender to an authorised representative of the Company all correspondence, documents (including without limitation board minutes and board papers), copies thereof and other property of the Company made or received by you in the course of your directorship (whether before or after the date of this letter).

10.2 You hereby agree that on termination of your appointment you shall not be entitled to and shall not pursue any action or claim for compensation from the Company.

## **11. Confidential Information**

11.1 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 the Company. Confidential information shall include, without limitation, trade secrets, know-how, business information, methods, lists or other secret, private or confidential information relating to the affairs of the Company, information relating to research projects, know-how, prices, discounts, mark-ups, future business strategy, marketing, tenders and any price sensitive information.

11.2 The restrictions contained in this paragraph 11 will cease to apply to any confidential information which may (other than by reason of your breach of the terms of this letter) become available to the public generally.

11.3 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 relating to any matter within the scope of the business or concerning the dealings or affairs of the Company and will return any such items at any time at the request of the Board.

## **12. Data protection**

- 12.1 In this clause, "personal data", "sensitive personal data" and "processing" shall have the respective meanings attributed to them by the Data Protection Act 1998.
- 12.2 From time to time the Company will process personal data and sensitive personal data relating to you in order to fulfil the obligations of the Company to you under this letter and for other purposes relating to, or which may become related to, your appointment or the business of the Company. Such processing will principally be for, but will not be limited to, personnel, administrative, financial, regulatory or payroll purposes.
- 12.3 You agree that personal data and sensitive personal data relating to you may, for the purposes set out in paragraph 12.2 and to the extent that is reasonably necessary in connection with your appointment or the business of the Company, be processed by the Company and be disclosed or transferred to and processed by:
- 12.3.1 the Company's professional advisors, HM Revenue & Customs or other authorities, or (subject to appropriate confidentiality undertakings) prospective purchasers of the Company or of the whole or part of its business; and
  - 12.3.2 entities which provide benefits or services to the Company or employees of the Company.

## **13. Miscellaneous**

- 13.1 Nothing in this letter will create the relationship of employee and employer between you and the Company and it is agreed that this letter will constitute a contract for services and not a contract of employment.
- 13.2 The agreement contained in this letter and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) will be governed by and construed in accordance with English law.
- 13.3 The Contracts (Rights of Third Parties) Act 1999 will 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.

## **14. Entire agreement and severability**

- 14.1 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 you 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.

**14.2 You confirm that:**

14.2.1 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

14.2.2 in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this appointment, are pursuant to this appointment letter and, for the avoidance of doubt and without limitation, neither party has any right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, or in, this appointment letter).

14.3 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.

**15. 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 delivered by hand, or sent by first class post or commercial courier 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 to, your last-known address. Any such notice shall be deemed to be given at the time of its delivery in the case of by hand or commercial courier delivery or on the next following weekday (not being a public holiday) after it was posted in the case of first class post delivery.

Please confirm your agreement to these terms by signing the enclosed copy of this letter in the presence of a witness. Please then return the signed 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 Global Financials Trust PLC )  
acting by XXXXXXXXXX )

-----

Chairman

in the presence of:  
Signature of witness

-----

Name of witness

-----

(in BLOCK CAPITALS)

Address of witness

-----

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

EXECUTED AS A DEED by )  
XXXXXX )  
-- )

-----

(Signature of Executive)

in the presence of:  
Signature of witness

-----

Name of witness

-----

(in BLOCK CAPITALS)

Address of witness

-----