

Contract for Non-Executive Director

Between

London Internet Exchange Ltd (the “Company”)

and

Dear

Following your election to the board of directors to the Company we are pleased to welcome you as a non-executive director.

This letter sets out the main terms of your appointment. It is agreed between us that this is a contract for services and is not a contract of employment.

1. APPOINTMENT

1.1 Subject to the remaining provisions of this letter, your appointment shall be for a term of three years unless terminated earlier by either party giving to the other one month's prior written notice. This term commenced on .

1.2 Your appointment is subject to the articles of association (the "Articles") as amended from time to time. Nothing in this letter should be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company. You are required to retire and, if you wish, seek re-election by rotation in accordance with the Articles of the Company. Continuation of your appointment is contingent on your continued satisfactory performance and re-election by the shareholders as required by the Articles. If shareholders do not re-elect you as a director in accordance with the Articles your appointment shall terminate automatically and with immediate effect.

1.3 Notwithstanding paragraph 1.1 and paragraph 1.2, 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 fiduciary 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 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
- (d) been disqualified from acting as a director.

1.4 On termination of the appointment, 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.

2. TIME COMMITMENT

2.1 Overall we anticipate you will spend one day a month on work for the Company. This will include attendance at monthly board meetings, members meetings, the AGM and one annual board away day per year. In addition you will be required to consider all relevant papers before each meeting.

2.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations of the role and that you have sought and received approval from your employer (if any).

3. ROLE AND DUTIES

3.1 As a non-executive director you shall have the same general legal responsibilities to the Company as any other director and shall be required to take decisions in the best interests of the Company. The board of directors (the “Board”) as a whole is collectively responsible for the success of the Company. The Board’s role is to:

- (a) provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- (b) set the Company’s strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and
- (c) set the Company’s values and standards and ensure that its obligations to its shareholders and others are understood and met.

3.2 In your role as non-executive director, you shall also be required to:

- (a) constructively challenge and contribute to the development of strategy;
- (b) scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (c) satisfy yourself that financial information is accurate and that financial controls and systems of risk management are robust and defensible;
- (d) be responsible for determining the appropriate level of remuneration for executive directors and have a prime role in appointing and, where necessary, removing executive directors and in succession planning;
- (e) at all time comply with the Articles;
- (f) abide by your fiduciary duties as a director of the Company;
- (g) diligently perform your duties and use your best endeavours to promote, protect, develop and extend the business of the Company; and
- (h) immediately report your own wrongdoing or the wrongdoing or the proposed wrongdoing of any other employee or director of the Company of which you become aware to the CEO and the Board.

3.3 If you are appointed chairman:

- (a) chair the Board and General Meetings of the Company including setting the agenda of such meetings;

- (b) promote the highest standards of integrity, probity and corporate governance throughout the Company and particularly at Board level;
 - (c) ensure that the Board receives accurate, timely and clear information;
 - (d) ensure effective communication with members of the Company;
 - (e) facilitate the effective contribution of non-executive directors and ensure constructive relations between executive and non-executive directors;
 - (f) ensure that the performance of the Board, its committees and individual directors is evaluated at least once a year; and
 - (g) ensure clear structure for, and the effective running of, Board committees.
- 3.4 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 duties.

4. FEES

You shall be paid a fee as set out by the CEO as part of any budget that has been approved by the members of the Company. The annualised fee shall be paid monthly in arrears. The fee shall be payable to your employer who may choose to waive none, some or that entire fee. Any fee so waived may be paid directly to you. You may choose to waive any such fee.

5. INDEPENDENT LEGAL ADVICE

In some circumstances you may consider that you need professional advice in the furtherance of your duties as a director and it may be appropriate for you to seek advice from independent advisors at the Company's expense. You must declare to the Board your intention to take such advice before it so doing together with a budget amount to cover the likely cost. The Company shall approve and reimburse the full cost of expenditure in accordance with any policy it has on such matters from time to time.

6. OUTSIDE INTERESTS

It is accepted and acknowledged that you have business interests other than those of the Company. You shall have declared any conflicts of interest during your election to the Board. If you become aware of any potential conflicts of interest, these should be disclosed to the CEO as soon as you become aware of them. The CEO shall decide how best to handle such information.

7. CONFIDENTIALITY

- 7.1 All information acquired during your appointment is confidential to the Company and should not be disclosed to third parties or used for any reason other than in the interests of the Company, either during your appointment or following termination (by whatever means), without prior clearance from the Board.

7.2 Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of inside information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Board.

8. REVIEW PROCESS

The performance of individual directors, the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the CEO and Chair jointly as soon as you can.

9. INSURANCE

The Company 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 COO.

10. DATA PROTECTION

By signing this letter you consent to the Company holding and processing information about you for legal, personnel, administrative and management purposes.

11. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall 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.

12. RELATED DOCUMENTS

You agree to abide by the Code of Conduct and act within the interests of the Terms of Reference as approved and published by the Board as at the date of this letter and as further amended from time to time.

Please indicate your acceptance of these terms by signing below:

For and on behalf of London Internet Exchange Ltd

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

Signed on _____ by _____

Signature