

NON-EXECUTIVE DIRECTOR AGREEMENT

THIS AGREEMENT is made on the ___ day of _____ [] between:-

- (1) **BLOOMSBURY PUBLISHING PLC**, a company incorporated in England and Wales with registration number 01984336, whose registered office is at [] (the “Company”); and
- (2) [] of [] (“You”, “Your”)

IT IS AGREED as follows

1. DEFINITIONS

1.1 In this Agreement:

- a) **Board** means the board of directors of the Company;
- b) **The Chairman** shall mean the Chairman of the Board.
- c) **Appointment Date** means the date on which you were originally appointed as a Non-Executive Director of the Board, namely []
- d) Your **Appointment** means the appointment of you as a Non Executive of the Board from the Appointment Date up until such time as this Agreement is terminated for whatever reason.
- e) **Effective Date** means the date this agreement is made.
- f) **Articles** mean the Memorandum and Article of Association of the Company.
- g) **AGM** means Annual General Meeting of the Company.

2. APPOINTMENT

- 2.1 The Company confirms that it has appointed you to the office of Non-Executive Director of the Board on the Appointment Date, that your Appointment has continued up to the date of signing this Agreement and that your Appointment shall continue from the Effective Date on the terms set out in this Agreement.
- 2.2 Your Appointment shall end at the close of each AGM subject to a resolution of the Board approving the continuation of Your Appointment up to the close of the subsequent AGM, or up to such earlier time as determined by the Board, unless Your Appointment is terminated sooner. Under this Agreement Your Appointment may endure up to a maximum of 36 months from your Appointment Date.
- 2.3 You shall hold office subject to and in accordance with the Articles and you shall be subject to the provisions of the Articles dealing with retirement and appointment of Directors and vacation of office in certain circumstances. Continuation of this Agreement and your Appointment is contingent on your satisfactory performance which is evaluated at least annually and re-election at the Company’s annual general meetings. Nothing in this Agreement shall be taken to exclude or vary the terms of the Articles. You may request information about the Articles, or advice on their application, from the Company Secretary or Chairman or by obtaining a copy of the Articles from Companies House.

3. ROLE AND DUTIES

- 3.1 Your role shall be as determined by the Board. The Board may from time to time change your role and the title of your role.
- 3.2 You shall devote sufficient time and attention to carry out your role effectively and as a minimum:

- a) you shall attend all General Meetings of the Company and take all reasonable steps to attend the meetings of the Board and its sub committees on which you have been co-opted. You shall review committee papers provided to you before the start of meetings so that you are able to make a reasonable contribution to the discussion at meetings and on the affairs of the business.
 - b) You shall approve the minutes of any committees of the Board on which you have been appointed as a chairman and ensure that the agenda for these meetings is appropriate.
 - c) You shall ensure that committees of the Board on which you have been appointed as a chairman adhere to the committee's Terms or Reference approved by the Board and to applicable corporate governance requirements and guidelines.
- 3.3 In your role as a non-executive director you will be expected to suggest, advise on and monitor matters relating to:-
- a) the strategy of the Company;
 - b) the performance of the Company;
 - c) information, especially financial information, reported externally
 - d) the adequacy of the key internal controls, especially the financial controls, and systems of risk management
 - e) standards of conduct of the Board and in the Company; and
 - f) the appointment and remuneration of Directors.
- 3.4 You will be required to accept responsibility, publicly and, where necessary, in writing where required by law and regulation.
- 3.5 During the continuance of this Agreement you shall be subject to the normal general fiduciary duties and duties of care and confidentiality of a director at law and shall comply with all relevant legislation and the principles of good corporate governance.
- 3.6 Your authority to commit the Company shall be subject to the express authorisation of the Board. You shall carry out such duties and exercise such powers as may be reasonably assigned to you, or vest in you, by the Board. You shall perform your duties faithfully, efficiency and diligently and use your best endeavours to promote the interest and reputation of the Company.
- 3.7 Overall the Company anticipates that you will need to spend on average 20 (twenty) days per calendar year including time preparing for meetings fulfilling your duties.
- 3.8 The agreement of the Chairman (not to be unreasonably withheld or delayed) should be sought before accepting additional commitments that might affect the time you are able to devote to your role as a Non Executive Director.

4. FEES AND EXPENSES

- 4.1 The Company shall pay fees exclusive of VAT and gross of any employees class 1 national insurance and PAYE deductions that might apply in respect of your services which shall cover your role on the Board, its sub committees and your other responsibilities.
- 4.2 Your fees shall be set by the Board and reviewed annually by the Board on such a date as the Board may determine.
- 4.3 Your fees shall accrue on a daily basis and shall be payable by equal monthly instalments in arrears through the Company's payroll or upon you providing your fee invoice or by other means as agreed. The continuation or your Appointment and remuneration shall be reviewed at least annually.

- 4.4 The Company shall reimburse you for travelling, hotel, entertainment and other out of pocket expenses that are reasonable and properly incurred and documented which you incur in the course of your Appointment and seek to reimbursement on a timely basis. Reimbursable expenses you incur in excess of £300 per month shall be approved in advance by the Chairman.
- 4.5 You may seek independent advice if required about a matter relating to the performance of your duties and the Company shall reimburse your reasonable legal and professional fees incurred by you on the matter. You shall obtain the prior approval of the Chairman or Company Secretary on any matter on which you wish to seek advice in advance of incurring any costs.

5. OUTSIDE INTERESTS

- 5.1 You warrant that you have declared to the Chairman any conflict of interest, or potential conflict, existing prior to the Effective Date between your Appointment and any of your other interests. You shall immediately inform the Chairman in writing (or if they are not available the Company Secretary or another director of the Board) if you become aware of a conflict of interest, or potential conflict, arising after the Effective Date.
- 5.2 While you hold office in the Company, you shall not hold other directorships or shares in, nor shall you be interested (directly or indirectly in any capacity) in any contracts with any company or concern engaged in the field in which the Company or its subsidiaries are involved, without first disclosing the same to the Board and obtaining its consent. This restriction does not apply to shareholdings held only for investment purposes where the shares concerned are quoted or dealt in on a recognised investment exchange and represent five per cent or less of the issued shares of the class concerned.
- 5.3 You warrant that that you have disclosed to Company Secretary all information to be disclosed under paragraph 9.6.13 of the UK Listing Authority Listing Rules.

6. ACCESS

- 6.1 To enable you to fulfil your obligations:
- a) you shall be provided access to all material information in or about the Company and its affairs which is available to the executive directors;
 - b) so far as practicable agendas for Board meetings and all relevant papers which require study before Board Meetings will be provided to you at least 3 days in advance of meetings; and
 - c) you shall be given such access to the Chairman of the Company, Group Finance Director and Company Secretary, on a personal basis, as you reasonably request from time to time.

7. CONFIDENTIAL INFORMATION

- 7.1 You shall keep confidential and shall use your best endeavours to prevent the misuse, publication or disclosure of any trade secrets, business methods or information which you know, or ought reasonably to know, to be confidential concerning the business, finances, products or any other affairs of the Company or any other company in the Bloomsbury Publishing Plc group (“Confidential Information”). You shall not use Confidential Information for your own or another’s advantage, or disclose (or permit disclosure of) Confidential Information to any person, firm, company or organisation, at any time during your Appointment or after its termination however so arising and whether lawful or in breach of contract. The restrictions above do not apply,

- a) to any disclosure or use authorised by the Board or required by law;
 - b) so as to prevent you from using your own personal skill in any business in which you may be engaged; or
 - c) to any disclosure of information to a party when such information is known to them at the time of the disclosure other than as a result of your failure to observe the confidentiality provisions set out herein
- 7.2 You shall ensure that any third party to whom you disclose Confidential Information is subject to appropriate provisions to preserve the confidentiality of the company's information.
- 7.3 You shall take all reasonable steps to avoid disclosure of price sensitive information in breach of legislation or regulation and shall obtain clearance from the Chairman or Company Secretary before making any statement that discloses price sensitive information.
- 7.4 You shall obtain approval from the Chairman before you, or any person connected with you, deals in the shares of the Company. You shall notify the Company Secretary within 1 business day of any dealing in the shares of the Company.

8. TERMINATION

- 8.1 Your Appointment may be terminated by the Company or yourself on three months prior written notice. Alternatively, the Company may at its sole discretion terminate your Appointment forthwith at any time by paying fees, in respect of the required notice period.
- 8.2 Should you resign you shall provide a written statement to the Chairman for circulation to the Board if you have any significant concerns about the running of the Company or a proposed action.
- 8.3 In the event that you become incapacitated by illness or otherwise unable to perform your duties under this Agreement for a period of three consecutive months, the Company shall be entitled to terminate this Agreement immediately upon written notice to you without further payment of fees.
- 8.4 The Company may also immediately terminate your Appointment forthwith upon written notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to your continuing obligations) in any of the following cases, namely:
- a) if you resign as a director of the Company; or
 - b) if your office as a director of the Company is vacated under the Articles, as may from time to time be amended, or under any provisions of company law ; or
 - c) if you are guilty of dishonesty or serious or persistent misconduct; or
 - d) if you become bankrupt or have a receiving order made against you or make any general composition with your creditors; or
 - e) if you, without reasonable cause, neglect or refuse or fail to perform any of your duties under this Agreement; or
 - f) if you are, or may be, suffering from a mental disorder and either are sectioned or admitted to hospital for treatment under the Mental Health Act 1983 or an order is made for your detention.
- 8.5 Upon termination of your appointment for whatever reason, you shall deliver to the Company all books, documents, papers, materials and all other property belonging to the Company, or any other company of the Bloomsbury Publishing Plc group, which is in your possession or control, delete or destroy all confidential information you keep electronically such as emails, documents, software or other data (the 'Records') and you shall not be entitled to retain any copies thereof. Upon a request by the Company, you shall provide a signed affidavit to the Company Secretary that you have done

all this. For the avoidance of doubt, legal title and copyright in all Records that come you're your possession during the term of this Agreement shall vest (and remain vested) in the Company.

- 8.6 Upon termination of your Appointment however that might arise, and whether lawful or in breach of contract, you shall, at the request of the Company, immediately resign in writing from your position as a director of the Company. If you fail to do this the Company is irrevocably authorised to appoint someone in your position and on your behalf to sign documents, attend and vote on any committees of the board on which might you sit, and to do all things necessary to give effect to this.
- 8.7 You shall not be entitled to any compensation for termination of this Agreement which is not a breach of this Agreement. You shall not be entitled to any compensation for loss of office.

9. INSURANCE

- 9.1 You shall during your Appointment be entitled to the indemnification afforded to directors by the Company's Articles of Association. You shall provide to the Company all the necessary information and assistance to ensure that you are covered by the Company's Directors and Officers liability insurance scheme.

10. MISCELLANEOUS

- 10.1 Should you be the Chairman at any time during your Appointment then, for as long as the case persists, references in this Agreement that you shall obtain approval from or communicate in any way with the Chairman shall be taken to mean you shall likewise obtain written approval from or directly communicate with the Senior Independent Director or Chief Executive Officer of the Company as appropriate.
- 10.2 This is a contract for services and not a contract of employment. You are an independent Director and shall not be regarded as an employee of the Company for any purpose other than arising from your appointment as an officer as required by law.
- 10.3 Any notice given to you under this Agreement may be served by being handed to you personally or by being sent by recorded delivery post to you at your usual or last known address. Notice by you to the Company may be served by being handed personally to any director of the Board or Company Secretary or sent by recorded delivery addressed to them at the registered office of the Company.
- 10.4 Any noticed served by post shall be deemed to have been served on the next business day following the date of posting providing there is sufficient proof that the envelope containing the noticed was correctly addressed to the intended recipient.

10.5 Failure at any time to enforce any of these terms and conditions or to require performance by the other party of any such term or condition shall not be construed as a waiver of such provision or affect the right of either party to enforce the same. If any provision is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent. This Agreement shall be governed and construed in accordance with the laws of England. The parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.

Duly delivered and executed as a deed on the Effective Date:

Signed and dated on behalf of Bloomsbury Publishing Plc

NAME: **Michael Daykin**

POSITION: **Company Secretary**

Signed and Dated

I have read, understood and agree to the terms of this Agreement.

NAME: []

Signed and Dated