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# Future Director Appointment Letter

[Date]

[Candidate Name]

[Address]

[Address]

Kia ora/Dear [ ]

**APPOINTMENT AS A FUTURE DIRECTOR TO THE BOARD OF [COMPANY LEGAL NAME]**

On behalf of [Company legal name] (**the “Company**”), I am pleased to offer you appointment to the position of **“Future Director”** under the Institute of Directors Future Director® Programme in respect of the board of directors of the Company (Board).

This appointment is conditional upon you returning a counter-signed copy of this letter to us. If you accept this invitation, you will be appointed as a future director on the terms of this letter and will be an observer of the Board **("Future Director").**

#### Term of appointment

Your appointment takes effect from the date you return the counter-signed letter to us and is for a term of [one year OR 18 months] and will terminate on [date]. Your appointment may be terminated early by you on one month’s notice or by the Company immediately upon notice to you. The Company may give such notice at any time and without cause.

#### Nature of position

As a Future Director, you will not be an employee, or a director of the Company or a member of the Board. You will have no voting rights and your role in Board meetings will be solely to observe and participate in Board discussions in your capacity as an observer to the Board. You will be entitled to attend Board meetings, participate in Board discussions and receive certain documentation and mentoring on the terms of this letter.

#### Meetings

You will be welcome to attend all scheduled and special Board meetings, unless the Company determines otherwise. If requested, you will also observe one or more Board Committees.

It is preferred that you attend all of the scheduled in-person meetings in person. However, if this is not possible, you will participate in the relevant meeting by video conference or audio.

#### Documentation

Subject to the Board's discretion, you will be provided with all documents, notices and any other information which a director of the Company receives in relation to Board meetings as well as any proposed written resolution of directors and documents relating to such written resolutions.

You will be sent all such notices and documents at the same time that they are sent to directors of the Company, unless the Company determines otherwise.

#### Obligations and responsibilities

During your appointment, you are required to comply with all charters, policies, codes and procedures as then in force to the extent applicable to the position of Future Director, as well as such other requirements or policies as the Board may from time to time specify or introduce. You will be provided with access to all such information to allow you to fulfil these obligations. You also agree to comply with any reasonable directions of the Company concerning your position as a Future Director.

You have a continuing obligation throughout the term of your appointment to disclose all relationships you have with the Company and relevant private or other business interests to the Board.

You agree to consult with the Chair before accepting any directorships of companies, or taking and other action, relevant to your position as a Future Director.

Should any material circumstance change regarding information you are required to disclose to the board pursuant to the terms of this letter, you will notify the Company within 2 business days of that change.

#### Engagement with Position and Mentoring

During your appointment, you will be assigned a Board member to act as your mentor. You are also expected to educate yourself on an ongoing basis to ensure that you appropriately and effectively perform your function as a Future Director.

#### Compensation

(IF APPLICABLE) You will be paid a fee per annum/meeting plus GST (if applicable), less any applicable withholding tax. Your fee will be [$per annum OR $per meeting].

(IF APPLICABLE) The Company will contribute to your professional development with paid membership to the Institute of Directors and/or governance development/training up to the value of $per.

You will be entitled to the reimbursement of your reasonable out-of-pocket expenses on the same basis as directors of the Company.

#### Insurance and Indemnities

As a Future Director, you will not be a director of the Company and will therefore not be exposed to the same range of potential legal liabilities as directors.

The Company agrees to effect and maintain insurance for your benefit as an “officer” under the terms of the Company’s existing directors’ and officers’ liability insurance policy.

#### Securities Dealing Policy

The Company’s Securities Dealing Policy governs the ability for the Company’s directors and employees to deal in listed securities in the Company.

As part of your role, you will receive material information in respect of the Company and it is important that you comply with the Securities Dealing Policy if applicable. By counter-signing this letter, you agree to comply with that policy (as amended from time to time).

#### Ongoing Expectations

You and the Company Board each acknowledge that there is no expectation that:

* You will seek appointment as a Director with the Company Board on which you have served,
* The Company Board will offer an extension to the Future Director term; and
* The Company Board will offer you a position on their board or any subsidiary/associated boards; and

on the conclusion of the Future Director term as per this agreement.

#### Confidentiality

In the course of your appointment, you will receive information which would not otherwise be available to you (**“Confidential Information”**). You must apply the highest standards of confidentiality to the Confidential Information and not disclose any Confidential Information to any person (whether during the course of the appointment or at any time before or after) except as required by law.

 When you cease to be a Future Director, you agree to immediately return to the Company all property, materials and documents of, or provided to you by, the Company.

#### Use of information

You must not use any information which may come to your knowledge in your role as a director otherwise than in the performance of your role as a Future Director.

#### Privacy

Any personal information you have provided to the Company under this letter, or otherwise as a result of your appointment as a Future Director, may be used or disclosed by the Company to comply with any law or listing rule or for corporate governance purposes.

You may ask for access to the personal information that the Company holds about you in your capacity as a Future Director. To find out what sort of personal information the Company holds about you, or to make a request for access, you should contact the Company Secretary. If, for any reason, the Company is unable to grant access to you to any personal information, the Company will advise you of that reason.

#### Governing Law

This letter is governed by, and shall be construed in accordance with, New Zealand law.

#### Agreement to Appointment

Please confirm your agreement to the above by signing below and initialing each page of this agreement and returning to me the enclosed duplicate of this letter.

Yours sincerely

**[Chair]**

for and on behalf of [the COMPANY]

I, [Candidate Name], accept the appointment and agree to the above:

**Signed by:**

[Candidate Name]

**Date:**