Private and Confidential

[Name & address]

Dear [●],

This letter sets out the terms on which you will be engaged by easyJet plc (the "Company") as an independent non-executive director and [member/Chair of ● Committee] with effect from [●], subject to Board approval.

Appointment, term and time commitment

- Your appointment to the Company's board of directors (the "Board") is subject to any shareholder resolutions (including your election and re-election at any Annual General Meeting ("AGM") of the Company) and to the Company's articles of association, as amended from time to time (the "Articles of Association"). The Articles of Association require all directors to retire and seek re-election at each AGM.
- 2. Subject to paragraph 1, it is anticipated that you will serve as a non-executive director for an initial period of three years. Your appointment may also be extended so that the maximum anticipated period of your appointment will ordinarily be nine years. Your performance and the term of your appointment will be reviewed annually. Any term renewal is subject to Board review and AGM re-election. Subject to paragraph 16, if the Company so determines, either as a result of any such review or for any other reason, it may terminate your appointment at any time by giving you three months' notice in writing. You may also terminate your appointment at any time by giving the Company three months' notice in writing, which should also include an appropriate written statement that I can circulate to the Board regarding your resignation.
- 3. The nature of the role makes it impossible to be specific about the maximum time commitment but you have confirmed that, taking into account all other commitments you may have, you are able to, and will devote sufficient time to performing your duties as a director effectively. You should be prepared to spend up to three days per month on company business. This includes preparation for, travel to and from, and attendance at:
 - scheduled Board and Committee meetings;
 - Board dinners or lunches;
 - the Board strategy days;
 - the annual base visit;
 - the Annual General Meeting;
 - meetings of the non-executive directors;
 - updating meetings/training; and
 - any meetings forming part of the Board evaluation process.

At certain times it may be necessary to convene additional Board, committee or shareholder meetings.



Role and independence

- 4. The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:
 - a) promote the long-term sustainable success of the Company, generating value for shareholders and contributing to wider society;
 - b) establish the Company's purpose, values and strategy and satisfy itself that these and its culture are aligned;
 - c) act with integrity, lead by example and promote the desired culture;
 - d) ensure that the necessary resources are in place for the Company to meet its objectives and measure performance against them;
 - e) establish a framework of prudent and effective controls, which enable risk to be assessed and managed:
 - f) ensure effective engagement with, and encourage participation from shareholders and stakeholders: and
 - g) ensure that workforce policies and practices are consistent with the Company's values and support its long-term sustainable success.
- 5. As a non-executive director you shall have the same general legal responsibilities to the Company as any other director (including under the Companies Act 2006). You are expected to perform your duties (whether statutory, fiduciary or common law) faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills and experience. You will be expected to embrace the key elements of the non-executive director role, and the main principles of corporate governance, as set out in the UK Corporate Governance Code 2018.
- 6. Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.
- 7. You are considered to be independent and will be identified as an independent non-executive director in the Company's annual report and other documentation. If circumstances change, and you believe that your independence may be in doubt, you should discuss this with me as soon as practicable.

Fees and expenses

- 8. You will be paid a fee of [£●] gross per annum, which is the agreed base fee for non-executive directors from [●], such fee 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 required deductions. Fees for Non-Executive Directors are reviewed on a regular basis, taking into account factors such as the time commitment of the role and market levels in companies of comparable size and complexity.
- 9. In addition to the fee provided under paragraph 8 above, should you become Chair of a Board committee, you will receive an additional fee. Such additional fees currently stand at [£●] gross per annum for the Audit, Remuneration, and Safety Committees and [£●] gross



- per annum for the Finance Committee (each payable on a pro-rata basis commencing from the date of appointment to the role).
- 10. 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 Articles of Association and the Board Expenses Policy. Your expenses may include legal fees in certain circumstances you should discuss with the Audit Committee before you incur any liability for legal fees.

Competition, other interests, conflicts and confidentiality

- 11. Subject to paragraph 12 below, you shall not, except with the prior consent 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.
- 12. You confirm that you have disclosed fully to the Company, and will disclose in future to the Company: (i) all circumstances in respect of which there is, or there might be, a conflict of interest between the Company or any Group Company; and (ii) any other significant commitments you have outside this role. You agree to seek agreement of the Chairman (and if necessary, the Board) before accepting further commitments which either might give rise to a conflict of interest or a conflict of any of your duties to the Company, or which might impact on the time that you are able to devote to your role at the Company, and to disclose fully any such changes in commitments or business interests.
- 13. Subject to any disclosures required by law or any regulatory authority, you will not at any time make use for your own benefit or for that of any party other than the Company of information which is divulged to you as a director and which is described by the Company or the party divulging it as being of a confidential nature and/or which by reason of its nature or the circumstances or manner in which it comes to your knowledge is apparently of such a nature, or disclose such information to any other person firm or company, other than with the authority of the Company, provided always that information shall not be or shall cease to be confidential if and to the extent that it comes to be in the public domain other than as a result of your act or default.
- 14. 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 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 the Board.

15. In accordance with the UK Corporate Governance Code 2018, additional external appointments should not be undertaken without prior approval of the Board.

Resignation from office

- 16. On termination of your appointment under this letter:
 - a) you shall, at the Board's request (unless you have already ceased to be a director of the Company pursuant to the Articles of Association or otherwise), resign from your office as non-executive director of the Company and from any office with any Group Company. The Company Secretary is irrevocably authorised to sign a letter or letters of resignation on your behalf if you fail to do so; and
 - b) you shall immediately return to the Company or permanently delete or destroy all information, documents, records, papers or other property belonging to the Company or any Group Company which may be in your possession or under your control, and which relate in any way to the Company's or a Group Company's business affairs and you shall not retain any copies thereof.

For the avoidance of doubt, no notice entitlement shall apply if you are not re-elected as a director at a General Meeting; are removed as a director by any shareholder resolution or otherwise pursuant to the Articles of Association; or the Company terminates your appointment for a Serious Default Reason. A Serious Default Reason will arise if you commit a serious breach of any material term of this letter or of your duties as a director or commit any act that brings you or the Company into disrepute; if you commit any act of dishonesty or fraud (whether or not in relation to the Company); if you are declared bankrupt or enter into any arrangement with or for the benefit of your creditors; or if you are disqualified from acting as a director.

Restrictions on dealing

- 17. Your attention is drawn to the requirements under both law and regulation on the disclosure of inside information, in particular to Market Abuse Regulation (596/2014/EU), the Disclosure Guidance and Transparency Rules of the UK Listing Authority and section 52 of the Criminal Justice Act 1993 on insider dealing. You should avoid making any statements that might risk a breach of these requirements.
- 18. During your period of appointment you are required to comply with the provisions of the Market Abuse Regulation in relation to dealing in the Company's listed securities and any such



other code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's listed securities. All "persons closely associated" with you also need to comply with securities dealing disclosure obligations under MAR. The current easyJet Share Dealing Code will be made available to you and we will provide a further detailed briefing in due course.

Shareholding guidelines

19. Please note that non-executive directors are required to comply with the Company's Share Ownership Guidelines regarding acquiring and maintaining a minimum shareholding level (agreed from time to time by the Board). The current level, required to be achieved within five years from appointment, is 100% of annual fees. We will provide a copy of the shareholding guidelines as part of your induction.

Insurance and indemnity

- 20. The Company has purchased and maintains D&O insurance to insure you (and, in the event of your death, your estate) in respect of your appointment as a director of the Company and any Group Company during the period of your appointment and for at least six years thereafter.
- 21. The Company shall not be in breach of its obligations under paragraph 20 where its inability to purchase and maintain D&O Insurance to insure you is attributable to a failure by you to comply with your obligations to any insurer or any failure to meet or comply with a condition of the coverage of the D&O Insurance is attributable to your acts or omissions.
- 22. 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.

Induction and provision of information

- 23. Following your appointment, the Company Secretary will arrange meetings with management to take place within 12 months of your appointment as part of a tailored induction programme.
- 24. 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.
- 25. During the course of your appointment, you will be expected to update your skills and knowledge for the purposes of fulfilling your role as a non-executive director of the Company. The Company will assist you in this and will devote reasonable time and resources to allow you to do this. You should contact the Company Secretary if you have any queries in relation to professional development.
- 26. You shall be entitled to request from the Company, the Board, its auditors and advisors all such information as you may reasonably request in order to be able to perform your duties as a director of the Company or to assess the financial condition and prospects of the Company



and, upon receipt of a request for any such information from you, the Company shall use its reasonable endeavours to procure that such information is provided to you promptly.

General

- 27. You shall advise the Company Secretary promptly of any change in your address or other personal contact details.
- 28. This agreement and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by and construed in accordance with the laws of England. The parties hereto submit to the exclusive jurisdiction of the English Courts.
- 29. In this letter "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).

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 the Group General Counsel & Company Secretary.

Yours sincerely



Chairman

For and on behalf of easyJet plc



easyJet plc Hangar 89, London Luton Airport Luton, Beds LU2 9PF, United Kingdom

EXECUTED AND DELIVERED as a DEED by ●))
Date:	
In the presence of	Signature of Witness:
	Witness Name:
	Witness Address:
	Witness occupation:

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

