



Cadbury plc
Cadbury House
Sanderson Road
Uxbridge
Middlesex
UB8 1DH
t + 44 (0) 1895 615177
f + 44 (0) 1895 615001
w www.cadbury.com

Dear [Name],

Role as Non-Executive Director

I am writing to confirm your appointment as a Non-Executive Director of Cadbury plc (“the Company”). This letter constitutes a contract for services and does not create an employment relationship.

1. Term of Appointment

- (A) You are appointed as a Non-Executive Director of the Company effective from [date]. You shall serve the Company as a Non-Executive Director for an initial term of three years, expiring on [date]. At the end of this term there will be an opportunity to review how arrangements are working from both sides.
- (B) Your appointment is subject to:
- (i) your re-election on retirement by rotation at any subsequent Annual General Meeting (“AGM”) at which, pursuant to the Articles, you are required to retire by rotation;
 - (ii) the provisions of the Articles; and
 - (iii) not less than one months’ notice of termination in writing given by either party.
- (C) The Company may terminate your appointment as a Non-Executive Director without notice or fees in lieu of notice if you shall at any time:
- (i) be guilty of dishonesty, misconduct, incompetence or wilful neglect of duty or commit any serious breach of this Agreement;
 - (ii) resign as a Director of the Company (other than pursuant to a request by the Company or with the Board’s written consent);
 - (iii) act in a manner which is likely to bring you, the Company or any subsidiary of the Company into disrepute; or
 - (iv) be or become prohibited by law from being a Director.

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2. Powers and Duties

- (A) You shall exercise such powers and perform such duties as are appropriate to your role as a Non-Executive Director of the Company. The Board has established the Remuneration Committee, the Nomination Committee, the Audit Committee and the Corporate and Social Responsibility Committee. It is expected you will be asked, in due course, to join at least two of these Committees.
- (B) You shall comply with all reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company, to Camelot or any other regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of the City Code on Take-Overs and UK Listing Authority ("UKLA") regulations.

3. Time Commitment

You will devote such time as is necessary for the proper performance of your duties as a Non-Executive Director. As a guide, an average time commitment of one and one-half to two days per month is anticipated. This would include preparation time for each meeting. The Company typically holds five or six Board meetings and one Strategy meeting a year; you may be expected to attend additional meetings if circumstances require. You will also be required to attend the AGM and to visit occasionally with senior management and advisors. Board Committees meet as required and these meetings are often near to or on the same day as a Board meeting. See Clause 13 below for more information on meetings. You confirm that you are currently able to allocate sufficient time to meet these requirements, and you will inform the Board of any subsequent changes to your circumstances, which may affect the time you can commit to your duties under this Agreement.

4. Role and Induction

As a Non-Executive Director you will have the same legal responsibilities as any other Director. The Board together has collective responsibility for the success of the Company. Appendix 1 describes the induction programme for new Non-Executive Directors.

5. Remuneration

You shall be paid quarterly in arrears for your services during your appointment director's fees of £55,000 gross per annum or such higher amount as the Company may from time to time determine and notify to you in writing. It is currently anticipated, subject to Board approval, this fee will increase to £60,000 gross per annum effective as of 1 April 2009.

6. Purchase of Shares

The Company has established a programme which enables a Non-Executive Director to allocate a portion of their fees to the purchase of Cadbury plc shares. Enclosed are two copies of a letter inviting you to participate in this programme. Please complete the letter as required, sign and date it and return one copy to me. The other copy is for your files.

If you wish to purchase or sell Cadbury plc shares (over and above those acquired in the programme described above), then any such purchase or sale would be subject to our share dealing code. Under the code, Directors may purchase or sell Company securities during certain specified periods following the announcement of final results (usually in February) and half year results (usually in July/August) provided the Director is not aware of unpublished price sensitive information.

We are required to notify the UKLA of any dealings by Directors. Such dealings are then made public by the UKLA. The share dealing code sets out the precise times for open or "window" periods. If you do wish to purchase Cadbury plc shares, there are certain forms which you must complete prior to such purchase and again after the purchase has been completed. These forms are included with the share dealing code. The UKLA requires the receipt of notifications of Directors' share dealing transactions as soon as possible (usually we try to do this on the day of the dealing). If you intend to purchase shares, please let the Group Secretary know in advance so that we can make the necessary arrangements.

7. Expenses

- (A) Subject to the Articles, the Company shall reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties. Your expenses shall be submitted to the Group Secretary for approval.
- (B) Subject to the Articles, the Company shall reimburse you for professional fees or expenses you incur from taking advice from the Company's financial and legal advisers or other independent financial and legal advisers in relation to the performance of your duties in accordance with the guidelines for reimbursement of professional fees to Directors which are included in the Induction Pack.

8. Confidential Information

- (A) You shall not, either during the term of your appointment or thereafter:
 - (i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Company or the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or
 - (ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

9. Return of Papers

You shall promptly whenever requested by the Company and in any event upon your ceasing to be a Director of the Company, deliver up to the Company all lists of clients or customer, correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a Director of the Company. You shall not retain copies of Company information in any form whatsoever. Title and copyright therein shall vest in the Company.

10. Termination of Appointment

- (A) Your appointment shall terminate on the earlier of:
- (i) the date of expiry of the period specified in Clause 1(A);
 - (ii) the date of expiry of the period specified in Clause 1(B); or
 - (iii) termination of your appointment by the Company pursuant to Clause 1(C).
- (B) Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as a Director of the Company with effect from the earlier of:
- (i) the date of expiry of the period specified in Clause 1(A);
 - (ii) the date of the expiry of the period specified in Clause 1(B); or
 - (iii) the date of termination in accordance with Clause 1(C).

If the Board agree with you in writing that you will serve as a Director until a later date than the date we referred to in (B)(i), your resignation shall be effective from that later date or any extension to it agreed in writing.

11. Directors' and Officers' Insurance

The Company has taken out insurance cover for directors' and officers' liabilities, (which maybe subject to change from time to time). Full details of such cover can be obtained from the Risk Management Department. Outline details are included in your Induction Pack.

12. Induction Pack

The Company has furnished an Induction Pack. The documents included in the Induction Pack are set out in Appendix 2.

13. Meetings

A schedule of Board meetings for the current year and also for the following year is included as part of the Induction Pack referred to in Appendix 2. Board meetings are usually, but not always, held on a Friday and Board dinners are typically held on the evening before all Board meetings. Non-Executive Directors are invited to attend all Board dinners which have proved to be a very good forum for discussion. Non-Executive Board members are also invited to attend a senior management meeting held once a year, usually in Spring, as well as a Strategy session held once a year, usually in Autumn. Attendance at Board and Committee meetings as well as the Board dinners is very important. We set these dates well in advance to minimise any diary conflicts. Non-Executive Directors will also meet at least once a year without the Chairman present.

14. Outside Interests

It is acknowledged that you have confirmed all current outside interests or connections and that these do not conflict with this appointment. You agree to advise the Company promptly of any change in such circumstances.

During your appointment, you shall not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Board in writing (such consent not to be unreasonably withheld or delayed).

15. Camelot Group plc and Companies House

You will be provided with various forms for Camelot Group plc and an appointment form for Companies House. Camelot operates the National Lottery in the UK, and Cadbury Holdings Ltd, a subsidiary of Cadbury plc, is a shareholder in the company. Please complete these forms as necessary, sign and return them to the Group Secretary.

16. Notices

All notices hereunder shall be in writing and deemed given if delivered by hand and receipted or if mailed by registered mail, return receipt requested. Notices to the Company should be directed to the Group Secretary at the Company's headquarters office. Notices to you shall be directed to your last known home address.

17. Severability

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

18. Binding Effect

This Agreement shall be binding upon and inure to the benefit of you, the Company, any Associated Company and any successor organisation or organisations which shall succeed to substantially all the business and property of the Company, whether by means of merger, demerger, consolidation, acquisition of shares or acquisition of substantially all the assets of the Company or otherwise, including by operation of law.

19. Governing Law

This Agreement shall be governed by and construed under English law and each of the parties hereby irrevocably agrees for the exclusive benefit of the Company that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

20. Death

If you die during your appointment the Company will pay outstanding fees for that calendar month to your next of kin.

21. Definitions

Any reference in this letter to: -

"the Articles"	means the Articles of Association from time to time of the Company;
"Associated Company"	means a company which is from time to time a subsidiary or a holding company of the Company or a subsidiary (other than the Company) of a holding company of the Company;
the "Board"	means the Board of Directors from time to time of the Company;
the "Companies Acts"	means every statute from time to time in force concerning companies insofar as it applies to the Company; and
the "Group"	means the Company and any subsidiary or subsidiary undertaking (both as defined in the Companies Acts).

Please sign, date and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely

Henry Udow
Chief Legal Officer and Group Secretary