

Please reply to  
Liberty House  
Moorbridge Road  
Maidenhead  
Berkshire SL6 8LT  
UK

22 November 2010

STRICTLY PRIVATE AND CONFIDENTIAL

Janice Roberts



Dear Janice

My colleagues and I are delighted that you have indicated your willingness to join the board of ARM Holdings plc (“the Company”) as a non-executive director. We would like you to join the board as soon as possible and would appreciate your confirmation on timing, as your appointment would require immediate announcement. The next board meeting is scheduled for 16 December 2010 in Cambridge, which it would be important for you to attend if your appointment is announced before that date. I understand from Rae Sedel that it is more likely that you would join in the new year.

I am writing to set out the proposed terms of your appointment, which would be on the basis of a contract for services rather than a contract of employment.

### **Appointment**

Your appointment would be for an initial term of 3 years unless terminated earlier by and at the discretion of either party upon one month’s written notice. Continuation of your appointment is contingent on satisfactory performance, re-election at forthcoming AGMs and the provisions of the UK Companies Act 2006, the general law and the Articles of Association. You will at all times be expected to comply with reasonable and lawful requests made of you by the board and to act in the best interests of the Company and not to do anything which might be harmful to the Company or its business. You would be invited to serve as a member of some or all of the Audit, Remuneration and Nomination Committees.

### **Time commitment and outside interests**

We anticipate a time commitment of up to 20 days per annum after the induction phase. This will include attendance at board meetings and the AGM and at least one site visit per year. There are six scheduled board meetings each year and other board, strategy and general meetings and conference calls are convened as and when

necessary. In addition you will be expected to devote appropriate preparation time ahead of each meeting. Meetings are normally held at the Cambridge office and the dates and locations are agreed at least six months in advance

By accepting this appointment you confirm that you are able to allocate sufficient time to meet the expectations of this role. It is accepted and acknowledged that you have business interests other than those of the Company. On the basis of what you have told us there are no conflicts of interest at present. Please complete the attached Conflicts Questionnaire and please also note that the prior approval of the board would need to be obtained before you accept additional commitments that might affect the time you are able to devote to this role or that might result in a conflict of interest.

The board of the Company has determined you to be independent according to the provisions of the Combined Code.

## **Role**

Non-executive directors have the same general legal responsibilities to the Company as any other director. The board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs. The board:

- Provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- Sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives and reviews management performance; and
- Sets the Company's values and standards and ensures that its obligations to its shareholders and others are understood and met.

In addition to these requirements of all directors, the role of the non-executive director has the following key elements:

- **Strategy:** Non-executive directors should constructively challenge and contribute to the development of strategy;
- **Performance:** Non-executive directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- **Risk:** Non-executive directors should satisfy themselves that financial information is accurate and that financial controls and systems of risk management are robust and defensible; and
- **People:** Non-executive directors are responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing, and where necessary, removing senior management and in succession planning.

## **Fees**

You will be paid a fee at the rate of £42,000 (or the US\$ equivalent) gross per annum which will be paid monthly in arrears (less such tax and national insurance

contributions as the Company is obliged to deduct). This fee will be subject to annual review by the board. The Company will reimburse you for reasonable and properly documented expenses incurred in the performance of your duties.

### **Confidentiality**

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman.

Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. You should avoid making any statement that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

### **Model Code**

You will be expected to comply with the provisions of the Model Code in relation to dealings in the Company's shares by yourself, members of your family and investment managers acting on your or their behalf.

### **Induction**

Immediately after your appointment, the Company will arrange a comprehensive induction programme including site visits and meetings with members of the management team and the Company's auditors, brokers and other advisers and investors, as appropriate.

### **Review process**

It is intended that the performance of individual directors and the whole board and its committees will be evaluated annually. If, in the interim, there are any matters which cause you concern about your role, you should discuss them with the Chairman as quickly as possible.

### **Insurance**

The Company has directors' and officers' liability insurance and it is intended to maintain cover for the term of your appointment. Details of the cover are available from the Company Secretary.

### **Independent Professional Advice**

Occasions may arise when you consider that you need professional advice in the furtherance of your duties as a director and circumstances may occur when it is appropriate for you to seek such advice at the Company's expense. The board has an agreed procedure covering this which will be provided nearer the time of your appointment.

I am delighted that you will be joining the Board and look forward to working with you. Please signify your acceptance of these terms by signing and returning the enclosed copy of this letter and the attached Conflicts Questionnaire to our Company Secretary, Patricia Alsop at the address above. She will then send you a full pack of containing board dates and other relevant documents.

