

**HAMPDEN UNDERWRITING PLC**

(Company Number 5892671)

Hampden House

Great Hampden

Great Missenden

Buckinghamshire HP16 9RD

Andrew Christie



July 2013

Dear Andrew,

**APPOINTMENT AS NON-EXECUTIVE DIRECTOR OF HAMPDEN UNDERWRITING PLC**

On behalf of Hampden Underwriting Plc (the "**Company**") I am pleased to confirm your appointment as a non-executive director of the Company.

Before dealing with the detailed terms and conditions of your appointment I would like to draw your attention to some general issues.

First and foremost, you should bear in mind that non-executive directors have the same general legal responsibilities to the Company as any other director.

**The role of non-executive directors**

It is the policy of the Company to comply with the UK Corporate Governance Code ("**the Code**"), and many of our duties set out in this letter of appointment reflect the special role of the non-executive director in the corporate governance of the Company. In this regard, in addition to the requirements of all directors mentioned above, the role of the non-executive 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 internal controls and systems of risk management are sound; and
- **Remuneration:** Non-executive directors are responsible for determining appropriate levels of remuneration of directors and have a prime role in appointing, and where necessary removing, senior management and in succession planning. Formal and transparent procedures should be in place for determining directors and management remuneration with an appropriate level of linkage between performance and reward.
- **Communication:** Non-executive directors are responsible for ensuring that there is satisfactory dialogue with shareholders.

**Time**

By accepting this appointment you confirm that you are able to allocate sufficient time to meet the expectations of your role.

The detailed terms and conditions of our appointment are as follows:

## **1. TERM**

- 1.1 Your appointment, which is subject to the Company's Articles of Association will initially be for a period up until the annual general meeting of the Company which will take place during the course of 2014 and then subject to re-election for a further period of 12 months unless it is terminated earlier by either you or the Company giving to the other at least three months written notice.
- 1.2 Notwithstanding the other terms of this letter, your appointment shall terminate immediately without notice (or a payment in lieu of notice) if:
  - (a) you are in breach of your obligations as set out in this letter of appointment;
  - (b) you are not re-appointed when appropriate as a director by the Company in General Meeting;
  - (c) you are removed as a director by the Company in General Meeting; or
  - (d) you resign your directorship or otherwise cease to be a director in accordance with the provisions of the Company's Articles of Association.
- 1.3 Upon the termination of your appointment for whatever reason, you agree that you shall immediately tender your resignation as a director of the Company (unless you have ceased to be a director pursuant to paragraph 1.2 above) and from any trusteeships held by you of trusts established by the Company or any Associated Company without any compensation. If you fail to do so you hereby irrevocably authorise the Board to appoint someone in your name and on your behalf to be your attorney and to sign any documents and to take such other steps as are necessary to give effect to the resignation.

## **2. ROLE**

- 2.1 During your appointment you are required to attend regular Board meetings, emergency Board meetings, Annual General Meetings and Extraordinary General Meetings of the Company.
- 2.2 You should also serve on one or more of the Board Committees.
- 2.3 You should be available at all times to discharge your duties.
- 2.4 To assist you in the discharge of your duties, you will be made aware in good time of all issues, policies and other matters affecting the Company so that you may make enquiries and consult as you consider necessary. Following consultation with the Chairman you may be invited to attend regular meetings with major investors. Sometimes you may be requested by major shareholders to attend meetings with them.
- 2.5 At all times you shall faithfully, efficiently and diligently perform your duties, act in the best interests of the Company and any Associated Company and promote its and their good reputations.

### **3. FEES**

You will receive an annual fee in the sum of £15,000 per annum (less tax and any necessary statutory deductions) in consideration of your services. The fee will be paid in arrears by equal quarterly instalments and will be reviewed annually by the Board. You will not be eligible to receive any other benefits.

### **4. EXPENSES**

You will be reimbursed for all reasonable out of pocket expenses properly incurred by you on Company business. Claims for reimbursement should be accompanied by receipts and will be reimbursed to you provided the Board agrees they are properly due.

### **5. CONFIDENTIALITY AND RETURN OF COMPANY PROPERTY**

5.1 You agree that you shall not during the term of your appointment (except in the proper course of the performance of your services or with the prior consent of the Board or otherwise) or at any time after its termination for any reason whatsoever:

- (a) disclose or communicate to any person, firm or company; or
- (b) cause unauthorised disclosure of, or
- (c) otherwise make use of,

any Confidential Information (as defined below) which you have or may have acquired in the course of your appointment (whether before, on or after the date of this letter) and shall use your best endeavours to prevent the unauthorised disclosure or publication of such information.

5.2 Nothing in this paragraph 5 shall prevent you from using any general knowledge and skills which are not treated by the Company as confidential or do not properly belong to the Company and which you may have acquired or developed at any time during your appointment. Your obligations set out in this paragraph 5 shall cease to the extent that the relevant Confidentiality Information comes into the public domain otherwise than through your own default or negligence.

5.3 In this paragraph "Confidential Information" shall include confidential or secret information belonging or relating to the Company or any Associated Company or any of its or their suppliers, agents, distributors or customers including, without limitation, confidential or secret information relating to the business strategy, technical processes, employees, research or finances or any of the aforesaid or relating to the know-who, designs, inventions or improvements or other matters connected with the products or services manufactured, marketed provided or obtained by the Company or any Associated Company or any of its or their suppliers, agents, distributors or customers.

5.4 When your appointment ceases, or at any time at the request of the Board, you shall immediately return all documents and other property belonging to the Company or any Associated Company and which may be in your possession or under your control, and you undertake to return to the Company all such documents that may come into your possession in the future.

## **6. CODE OF CONDUCT**

During your appointment you shall comply with such requirements as the Board may specify from time to time.

## **7. OTHER DIRECTORSHIPS AND BUSINESS INTERESTS**

- 7.1 In accordance with your duties of disclosure as a director you confirm that you have set out in the attached Schedule your other directorships (if any) and any business interests that you and your family may have.
- 7.2 At any time during your appointment you shall not have other directorships or business interests which conflict with your duties as a director to the Company either by virtue of the nature of the commitment or the time devoted thereto.
- 7.3 During your appointment you will consult with the Chairman prior to accepting any other (or further) directorships or any public appointment.

## **8. PERFORMANCE REVIEW**

The performance of individual directors and the whole Board and its Committees is evaluated annually in accordance with the Code. If, in the interim, there are any matters which cause you concern about your role, you should discuss them with the Chairman as soon as is appropriate. Similarly, if there are any matters which cause the Company concern, the Chairman will discuss them with you.

## **9. PROFESSIONAL ADVICE**

Circumstances may arise where you consider it appropriate to take independent professional advice in the performance of your duties under this appointment. A copy of the Board's agreed procedure for this purpose is set out at Appendix 1. The Company will reimburse the full costs of such advice incurred in accordance with the policy.

## **10. DEFINITIONS**

For the purposes of this letter, "Associated Company" shall mean:

- (a) the holding company of the Company (as defined in section 1159 of the Companies Act 2006); or
- (b) any subsidiary (as defined in section 1159 as aforesaid) of any such holding company or of the Company; or
- (c) a company over which the Company has control within the meaning of section 840 Income and Corporation Taxes Act 1988.

"Board" means the board of directors of the Company.

## **11. PREVIOUS AGREEMENTS**

The terms of this letter shall take effect in substitution for all previous agreements and arrangements (whether written, oral or implied) between you and the Company relating to your appointment. You acknowledge that, on entering into this letter, you have no outstanding claims against the Company or any Associated Company.

**12. MISCELLANEOUS**


It is agreed that your appointment is not a contract of employment as defined by section 230 Employment Rights Act 1996.

**13. APPLICABLE LAW**

English law shall apply to this letter and the parties submit to the jurisdiction of the English Courts.

I trust that you find the terms and conditions relating to your appointment acceptable. Assuming that you do, I should be grateful if you could sign and return the enclosed copy of this letter in order to signify your agreement.

**SIGNED** for and on behalf of the Company  
acting by:

Director ..... 

**EXECUTED and DELIVERED by**  
**ANDREW HILDRED CHRISTIE**  
as his **DEED** in the presence of:

}   
}

Witness' signature ..... 

Witness' name ..... EDWIN WOODTHORPE

Address ..... 19 SCARBOROUGH ST.

CANBERRA, AUSTRALIA.

Occupation ..... STUDENT.

## **SCHEDULE**

Other Directorships and business interests

## **SCHEDULE**

### **Other Directorships and business interests**

#### **Directorships and partnerships**

**Smith Square Partners LLP**

**Elementis Plc**

**Nomina 174 LLP**

**Nomina 371 LLP**

**Tedworth Square North Limited**

**Tedworth North Management Limited**

Edward Fitzalan-Howard, Duke of Norfolk  
Arundel Castle  
Arundel  
West Sussex  
BN19 9AB

30 April 2018

Dear Eddie

**Letter of appointment as a Non-Executive Director of Helios Underwriting plc (the 'Company')**

On behalf of Helios Underwriting plc (the 'Company'), I am pleased to confirm your appointment as an independent non-executive director of the Company.

This letter sets out the main terms of your appointment.

By accepting this appointment, you agree that this letter is a contract for services and is not a contract of employment and you confirm that you are not subject to any restrictions which prevent you from holding office as a director.

**1. APPOINTMENT**

1.1 Subject to the remaining provisions of this letter, your appointment shall be for an initial term of three years commencing on 1 January 2018 unless terminated earlier by either party giving to the other three month's prior written notice.

1.2 Your appointment is subject to the Company's articles of association, as amended from time to time (the 'Articles'). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company. You are required to retire and seek re-election by the shareholders at the next AGM, which is on 27 June 2018, and at any subsequent AGM as required by the Articles or as the Board of Directors of the Company (the 'Board') resolves. The Articles require one third of the directors to retire by rotation and seek re-election at each AGM, with each director being subject to re-election at intervals of not more than three years.

1.3 Continuation of your appointment is contingent on your continued satisfactory performance and re-election by the shareholders and any relevant statutory provisions relating to removal of a director. If the shareholders do not re-elect you as a director, or you are retired from office under the Articles, your appointment shall terminate automatically, with immediate effect and without compensation.

1.4 Non-executive directors are typically expected to serve two three-year terms but may be invited by the Board to serve for an additional period. Any term renewal is subject to Board review and re-election by the shareholders. Notwithstanding any mutual expectation, there is no right to re-nomination by the Board, either annually or after any three-year period.

1.5 You shall be required to serve on one or more Board committees. You will be provided with the relevant terms of reference on your appointment to such a committee.

1.6 Notwithstanding Paragraph 1.1 to Paragraph 1.5, the Company may terminate your appointment with immediate effect if you have:

- (a) committed a material breach of your obligations under this letter;
- (b) committed any serious or repeated breach or non-observance of your obligations to the Company (which includes an obligation not to breach your statutory, fiduciary or common-law duties);
- (c) committed a serious breach of the requirements, rules or regulations as amended from time to time of the UK Listing Authority, the London Stock Exchange plc, the Financial Conduct Authority, Lloyd's of London, the Market Abuse Regulation (596/2014/EU) and any directly applicable regulation made under that Regulation, or any regulatory authorities relevant to the Company or any code of practice, policy, rules, or procedures manuals issued by the Company (as amended from time to time) including



but not limited to those relating to dealing in the securities of the Company such as the Dealing Code and the Company's Disclosure Policy;

(d) committed any fraud or dishonesty or acted in any manner which, in the Company's opinion, brings or is likely to bring you or the Company into disrepute or is materially adverse to the Company's interests;

(e) been convicted of an arrestable criminal offence (other than a road traffic offence for which a fine or non-custodial penalty is imposed);

(f) been declared bankrupt or have made an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Court Act 1984;

(g) been disqualified from acting as a director;

(h) not complied with requirements of the Bribery Act 2010;

(i) been found guilty of any gross misconduct affecting the business of the Company; or

(j) in the reasonable opinion of the Board, been negligent and incompetent in the performance of your duties.

1.7 On termination of your appointment, you shall, at the Company's request, resign from your office as director of the Company. If you fail to do so you hereby irrevocably authorise the Board to appoint someone in your name and on your behalf to be your attorney to sign any documents and take all such steps as necessary to give effect to your resignation as a director of the Company.

1.8 If matters arise which cause you concern about your role, you should discuss these matters with the Chairman of the Board of Directors of the Company (the 'Chairman'). If you have any concerns which cannot be resolved, and you choose to resign for that, or any other, reason, you should provide an appropriate written statement to the Chairman for circulation to the Board.

## **2. TIME COMMITMENT**

2.1 You will be expected to devote such time as is necessary for the proper performance of your duties. This will include attendance at scheduled Board and committee meetings, the Company's Annual General Meeting, Board strategy meetings, meetings with the non-executive directors and with shareholders from time to time. In addition, you will be required to consider all relevant papers before each meeting. Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend the meetings outlined in this paragraph.

2.2 The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time to the Company in respect of preparation time and ad hoc matters which may arise and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, committee or shareholder meetings.

2.3 The overall time commitment stated in [Paragraph 2.1](#) will increase if you become a committee member or chair, or if you are given additional responsibilities, such as being appointed the senior independent director.

2.4 By accepting this appointment, you confirm that, taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively. You should obtain the agreement of the Chairman before accepting additional commitments that might affect the time you are able to devote to your role as a non-executive director of the Company.

## **3. ROLE AND DUTIES**

3.1 The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:

(a) provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;

(b) set the Company's strategic aims, ensure that the necessary financial and human resources are in

place for the Company to meet its objectives, and review management performance; and

(c) set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.

**3.2** As a non-executive director you shall have the same general legal responsibilities to the Company as any other director. 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.

**3.3** You shall exercise your powers in your role as a non-executive director having regard to relevant obligations under prevailing law and regulation, including the Companies Act 2006, the Corporate Governance Guidelines for Small and Mid-size Quoted Companies published by the Quoted Companies Alliance and associated guidance, regulations issued by Lloyd's of London, the UK Listing Authority's Listing Rules, Prospectus Rules, and Disclosure Guidance and Transparency Rules and the Market Abuse Regulation (596/2014/EU).

**3.4** You shall have particular regard to the general duties of directors in Part 10 of the Companies Act 2006, including the duty to promote the success of the Company under which all directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, as a director, you must have regard (among other matters) to:

- (a) the likely consequences of any decision in the long term;
- (b) the interests of the Company's employees;
- (c) the need to foster the Company's business relationships with suppliers, customers and others;
- (d) the impact of the Company's operations on the community and the environment;
- (e) the desirability of the Company maintaining a reputation for high standards of business conduct; and
- (f) the need to act fairly as between the members of the Company.

**3.5** You shall have particular regard to the Corporate Governance Guidelines for Small and Mid-size Quoted Companies, published by the Quoted Companies Alliance, and associated guidance on Board effectiveness, the role of the Board and the role of the non-executive director.

**3.6** In your role as a non-executive director, you shall also be required to:

- (a) constructively challenge and help develop proposals on strategy;
- (b) scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (c) satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;
- (d) be 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;
- (e) devote time to developing and refreshing your knowledge and skills;
- (f) uphold high standards of integrity and probity and support the Chairman and executive directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
- (g) insist on receiving high-quality information sufficiently in advance of Board meetings;
- (h) take into account the views of shareholders and other stakeholders where appropriate and ensure there is satisfactory dialogue with shareholders;
- (i) make sufficient time available to discharge your responsibilities effectively;
- (j) exercise relevant powers under, and abide by, the Articles;
- (k) disclose the nature and extent of any direct or indirect interest you may have in any matter being considered at a Board or committee meeting and, except as permitted under the Articles you will not

vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest;

(l) immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other director of the Company of which you become aware to the Chairman;

(m) exercise your powers as a director in accordance with the Company's policies, procedures and internal control framework and the Bribery Act 2010; and

(n) not do anything that would cause you to be disqualified from acting as a director.

3.7 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.

3.8 You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary to enable you to discharge your responsibilities as a non-executive director.

#### **4. FEES AND EXPENSES**

4.1 You shall be paid an annual fee of £15,000 gross per annum. The fee will be paid in equal instalments quarterly in arrears after deduction of any taxes and other amounts that are required by law, will be paid in accordance with your payment instructions and will be reviewed annually by the Board. This fee covers all duties, including service on any Board committee, and you will not be eligible to receive any other benefits from the Company.

4.2 The Company shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office. Claims for reimbursement of expenses must be accompanied by VAT receipts or other appropriate evidence of payment.

4.4 On termination of your appointment, you shall only be entitled to such fees as may have accrued to the date of termination, together with reimbursement in the normal way of any expenses properly incurred before that date.

#### **5. INDEPENDENT PROFESSIONAL ADVICE**

5.1 In some circumstances you may consider that you need professional advice in the furtherance of your duties as a director and it may be appropriate for you to seek advice from independent advisers at the Company's expense. In such circumstances, prior approval must be sought from the Chairman following which the Company shall reimburse reasonable costs of expenditure incurred by you in obtaining such professional advice.

#### **6. OUTSIDE INTERESTS**

6.1 It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at the time of your appointment. If you become aware of any changes to the interests you have disclosed or of further potential or actual conflicts of interest, these should be disclosed to the Board as soon as you become aware of them.

6.2 You shall be required to seek the Board's agreement before accepting further commitments which either might give rise to a conflict of interest or a conflict with any of your duties to the Company, or which might impact the time that you are able to devote to your role as a non-executive director.

#### **7. CONFIDENTIALITY**

7.1 You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated or disclosed to third parties or used for any reason other than in the interests of the Company, either during your appointment or following termination (by whatever means), without prior clearance from the Board. This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.

7.2 You acknowledge the need to hold and retain Company information (in whatever format you may receive it) under appropriately secure conditions.

7.3 Nothing in this Paragraph 7 shall prevent you from disclosing information which you are entitled to

disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

## **8. INSIDE INFORMATION AND DEALING IN THE COMPANY'S SHARES**

**8.1** Your attention is drawn to the requirements under both law and regulation as to 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. If in doubt, please contact the Company's Disclosure Committee.

**8.2** During your period of appointment you are required to comply with the provisions of Article 19 of the Market Abuse Regulation (596/2014/EU), the Company's Share Dealing Code in relation to dealing in the Company's publicly traded or quoted securities, the Company's Disclosure Policy 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 publicly traded or quoted securities.

## **9. INDUCTION AND TRAINING**

**9.1** You will receive induction on appointment and be advised of the Company's and Board's policies and procedures. On an ongoing basis, and further to the annual Board evaluation process, the Company will arrange for you to develop and refresh your skills and knowledge in areas which are mutually identified as being likely to be required, or of benefit to you, in carrying out your duties effectively. You should try to make yourself available for any relevant training sessions which may be organised for the Board.

## **10. REVIEW PROCESS**

**10.1** The performance of individual directors and the whole Board and its committees shall 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 soon as you can. Similarly, if there are any matters which cause the Company concern, the Chairman will discuss them with you.

## **11. INSURANCE AND INDEMNITY**

**11.1** The Company has directors' and officers' liability insurance and it intends to maintain such cover for the full term of your appointment. A copy of the policy document is available from the Company Secretary.

**11.2** The Company shall grant you a deed of indemnity against certain liabilities that may be incurred as a result of your office to the extent permitted by section 234 of the Companies Act 2006.

## **12. CHANGES TO PERSONAL DETAILS**

**12.1** You shall advise the Company Secretary promptly of any change in your address or other personal contact details.

## **13. RETURN OF PROPERTY**

**13.1** On termination of your appointment with the Company however arising, or at any time at the Board's request, you shall immediately return to the Company all documents, records, papers or other property belonging to the Company or any subsidiary company of the Company which may be in your possession or under your control, and which relate in any way to the business affairs of the Company or any subsidiary company of the Company and you shall not retain any copies thereof.

## **14. MORAL RIGHTS**

**14.1** You hereby irrevocably waive any moral rights in all works prepared by you in the provision of your services to the Company to which you are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials, infringes your moral rights.

## **15. POST-TERMINATION RESTRICTION**



**15.1** By countersignature of this letter and in consideration for the fees payable to you under the terms of this letter, you agree that, in order to protect the confidential information, trade secrets and business connections of the Company or any subsidiary company of the Company to which you have access as a result of your appointment, you will not (without the previous consent in writing from the Board), for the period of 6 months immediately after the termination of your appointment, whether as principal or agent and whether alone or jointly with, or as a director, manager, partner, shareholder, employee consultant of, any other person, carry on or be engaged, concerned or interested in any business which is similar to or which is (or intends to be) in competition with any business being carried on by the Company or any subsidiary company of the Company.

## **16. DATA PROTECTION**

**16.1** You acknowledges that the Company will collect, process and disclose your personal data to such extent as is reasonable and necessary to manage and administer all matters connected with your engagement as a director. The personal data held and processed will be limited to what is necessary for the proper performance of this relationship, it will be kept securely and be disclosed only to such persons and regulators (including HMRC, Companies House and professional advisers to the Company) as is necessary for purposes connected with your engagement as a director.

**16.2** You undertake that when handling personal data in the course of your engagement you shall comply with the requirements of all law, regulations and secondary legislation in existence and brought into effect relating to data protection (including for the avoidance of doubt the General Data Protection Regulation (EU) 2016/679) and shall keep the personal data confidential and ensure it is only processed for the business purpose intended. This shall include personal data relating to any employee, customer, client, supplier, agent or shareholder of the Company.

**16.3** You shall notify the Board without undue delay on becoming aware of a personal data breach or communication which relates to the Company's or your compliance with data protection legislation.

**16.4** You acknowledge that failure to comply with the requirements of this Paragraph 16 and any privacy standards or privacy policy implemented by the Company may, in serious cases, result in termination of your appointment with immediate effect.

## **17. THIRD PARTY RIGHTS**

**17.1** No one other than you and the Company shall have any rights to enforce the terms of this letter.

## **18. ENTIRE AGREEMENT**

**18.1** This letter constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.

**18.2** You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.

## **19. VARIATION**

**19.1** No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

## **20. GOVERNING LAW AND JURISDICTION**

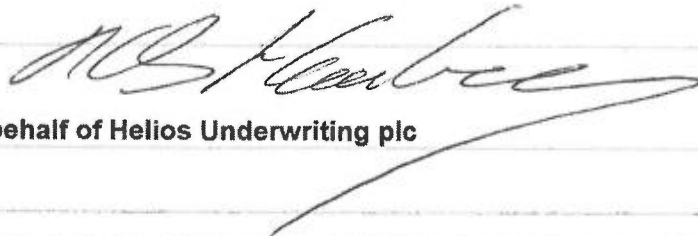
**20.1** Your appointment with the Company and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and you and the Company irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this appointment or its subject matter or formation.

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter.

Yours sincerely

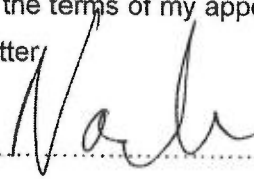
Nigel Hanbury  
Chief Executive

Signed for and on behalf of Helios Underwriting plc



I Edward Fitzalan-Howard, Duke of Norfolk hereby confirm and agree to the terms of my appointment as a non-executive director of Helios Underwriting plc as set out in this letter

Executed as a deed by Edward Fitzalan-Howard, Duke of Norfolk:



Date: 30 April 2018

In the presence of:

Witness signature: Sue Kennard

Witness name: SUE KENNARD (MRS)

Witness address: 7 AMBERSHAM CRESCENT  
EAST PRESTON, NR LITTLEHAMPTON BN16 1AJ

## **HAMPDEN UNDERWRITING PLC**

(Company Number 5892671)

Hampden House

Great Hampden

Great Missenden

Buckinghamshire HP16 9RD

Jeremy Evans  
The Mill House  
Leavenheath  
Suffolk CO6 4PT

13 August 2007

Dear Jeremy,

### **APPOINTMENT AS NON-EXECUTIVE DIRECTOR OF HAMPDEN UNDERWRITING PLC**

On behalf of Hampden Underwriting Plc (the "Company") I am pleased to confirm your appointment as a non-executive director of the Company.

Before dealing with the detailed terms and conditions of your appointment I would like to draw your attention to some general issues.

First and foremost, you should bear in mind that non-executive directors have the same general legal responsibilities to the Company as any other director.

#### **The role of non-executive directors**

It is the policy of the Company to comply with the Combined Code of Best Practice (as amended) ("the Combined Code") a copy of which is attached, and many of our duties set out in this letter of appointment reflect the special role of the non-executive director in the corporate governance of the Company. In this regard, in addition to the requirements of all directors mentioned above, the role of the non-executive 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.

#### **Time**

By accepting this appointment you confirm that you are able to allocate sufficient time to meet the expectations of your role.

The detailed terms and conditions of our appointment are as follows:

## **1. TERM**

- 1.1 Your appointment, which is subject to the Company's Articles of Association will initially be for a period up until the annual general meeting of the Company which will take place during the course of 2007 and then subject to re-election for a further period of 12 months unless it is terminated earlier by either you or the Company giving to the other at least three months written notice.
- 1.2 Notwithstanding the other terms of this letter, your appointment shall terminate immediately without notice (or a payment in lieu of notice) if:
- (a) you are in breach of your obligations as set out in this letter of appointment;
  - (b) you are not re-appointed when appropriate as a director by the Company in General Meeting;
  - (c) you are removed as a director by the Company in General Meeting; or
  - (d) you resign your directorship or otherwise cease to be a director in accordance with the provisions of the Company's Articles of Association.
- 1.3 Upon the termination of your appointment for whatever reason, you agree that you shall immediately tender your resignation as a director of the Company (unless you have ceased to be a director pursuant to paragraph 1.2 above) and from any trusteeships held by you of trusts established by the Company or any Associated Company without any compensation. If you fail to do so you hereby irrevocably authorise the Board to appoint someone in your name and on your behalf to be your attorney and to sign any documents and to take such other steps as are necessary to give effect to the resignation.

## **2. ROLE**

- 2.1 During your appointment you are required to attend regular Board meetings, emergency Board meetings, Annual General Meetings and Extraordinary General Meetings of the Company.
- 2.2 You should also serve on one or more of the Board Committees.
- 2.3 You should be available at all times to discharge your duties.
- 2.4 To assist you in the discharge of your duties, you will be made aware in good time of all issues, policies and other matters affecting the Company so that you may make enquiries and consult as you consider necessary. Following consultation with the Chairman you may be invited to attend regular meetings with major investors. Sometimes you may be requested by major shareholders to attend meetings with them.
- 2.5 At all times you shall faithfully, efficiently and diligently perform your duties, act in the best interests of the Company and any Associated Company and promote its and their good reputations.

## **3. FEES**

You will receive an annual fee in the sum of £15,000 per annum (less tax and any necessary statutory deductions) in consideration of your services. The fee will be paid in



arrears by equal quarterly instalments and will be reviewed annually by the Board. You will not be eligible to receive any other benefits.

#### **4. EXPENSES**

You will be reimbursed for all reasonable out of pocket expenses properly incurred by you on Company business. Claims for reimbursement should be accompanied by receipts and will be reimbursed to you provided the Board agrees they are properly due.

#### **5. CONFIDENTIALITY AND RETURN OF COMPANY PROPERTY**

5.1 You agree that you shall not during the term of your appointment (except in the proper course of the performance of your services or with the prior consent of the Board or otherwise) or at any time after its termination for any reason whatsoever:

- (a) disclose or communicate to any person, firm or company; or
- (b) cause unauthorised disclosure of; or
- (c) otherwise make use of,

any Confidential Information (as defined below) which you have or may have acquired in the course of your appointment (whether before, on or after the date of this letter) and shall use your best endeavours to prevent the unauthorised disclosure or publication of such information.

5.2 Nothing in this paragraph 5 shall prevent you from using any general knowledge and skills which are not treated by the Company as confidential or do not properly belong to the Company and which you may have acquired or developed at any time during your appointment. Your obligations set out in this paragraph 5 shall cease to the extent that the relevant Confidentiality Information comes into the public domain otherwise than through your own default or negligence.

5.3 In this paragraph "Confidential Information" shall include confidential or secret information belonging or relating to the Company or any Associated Company or any of its or their suppliers, agents, distributors or customers including, without limitation, confidential or secret information relating to the business strategy, technical processes, employees, research or finances or any of the aforesaid or relating to the know-who, designs, inventions or improvements or other matters connected with the products or services manufactured, marketed provided or obtained by the Company or any Associated Company or any of its or their suppliers, agents, distributors or customers.

5.4 When your appointment ceases, or at any time at the request of the Board, you shall immediately return all documents and other properly belonging to the Company or any Associated Company and which may be in your possession or under your control, and you undertake to return to the Company all such documents that may have come into your possession in the future.

#### **6. CODE OF CONDUCT**

During your appointment you shall comply with such requirements as the Board may specify from time to time.

**7. OTHER DIRECTORSHIPS AND BUSINESS INTERESTS**

7.1 In accordance with your duties of disclosure as a director you confirm that you have set out in the attached Schedule your other directorships (if any) and any business interests that you and your family may have.

7.2 At any time during your appointment you shall not have other directorships or business interests which conflict with your duties as a director to the Company either by virtue of the nature of the commitment or the time devoted to them.

7.3 During your appointment you will consult with the Chairman prior to accepting any other (or further) directorships or any public appointment.

**8. PERFORMANCE REVIEW**

The performance of individual directors and the whole Board and its Committees is evaluated annually in accordance with the Combined Code. If, in the interim, there are any matters which cause you concern about your role, you should discuss them with the Chairman as soon as is appropriate. Similarly, if there are any matters which cause the Company concern, the Chairman will discuss them with you.

**9. PROFESSIONAL ADVICE**

Circumstances may arise where you consider it appropriate to take independent professional advice in the performance of your duties under this appointment. A copy of the Board's agreed procedure for this purpose is set out at Appendix 1. The Company will reimburse the full costs of such advice incurred in accordance with the policy.

**10. DEFINITIONS**

For the purposes of this letter, "Associated Company" shall mean:

- (a) the holding company of the Company (as defined in section 736 of the Companies Act 1985); or
- (b) any subsidiary (as defined in section 736 as aforesaid) of any such holding company or of the Company; or
- (c) a company over which the Company has control within the meaning of section 840 Income and Corporation Taxes Act 1988.

"Board" means the board of directors of the Company.

**11. PREVIOUS AGREEMENTS**

The terms of this letter shall take effect in substitution for all previous agreements and arrangements (whether written, oral or implied) between you and the Company relating to your appointment. You acknowledge that, on entering into this letter, you have no outstanding claims against the Company or any Associated Company.

**12. MISCELLANEOUS**

It is agreed that your appointment is not a contract of employment as defined by section 230 Employment Rights Act 1996.

13. **APPLICABLE LAW**

English law shall apply to this letter and the parties submit to the jurisdiction of the English Courts.

I trust that you find the terms and conditions relating to your appointment acceptable. Assuming that you do, I should be grateful if you could sign and return the enclosed copy of this letter in order to signify your agreement.

**SIGNED** for and on behalf of the Company  
acting by:

Director .....

**EXECUTED and DELIVERED by**  
**JEREMY RICHARD HOLT EVANS**  
as his **DEED** in the presence of:

Witness' signature

Witness' name

Address

Occupation

) *Jeremy Evans.*  
)  
*Chris Kane*  
.....  
*CHRISTOPHER KANE*  
.....  
*39C SCHUBERT ROAD*  
*PUTNEY, LONDON, SW15 2QT*  
.....  
*TRAINEE SOLICITOR*  
.....

## 13. APPLICABLE LAW

English law shall apply to this letter and the parties submit to the jurisdiction of the English Courts.

I trust that you find the terms and conditions relating to your appointment acceptable. Assuming that you do, I should be grateful if you could sign and return the enclosed copy of this letter in order to signify your agreement.

SIGNED for and on behalf of the Company  
acting by:

*John Cunningham*

Director .....

EXECUTED and DELIVERED by  
JEREMY RICHARD HOLT EVANS  
as his DEED in the presence of:

} *Jeremy Evans*

Witness' signature

*Christopher Kane*

Witness' name

*CHRISTOPHER KANE*

Address

*39C SCHUBERT ROAD  
PUTNEY, LONDON, SW15 2QT*

Occupation

*TRAINEE SOLICITOR*

## **Appendix 1**

### **Independent Professional Advice**

The following are proposed guidelines for directors in respect of the seeking and obtaining of independent professional advice:

1. A director shall give prior notice to the Company Secretary of his intention to seek independent professional advice under this procedure and shall provide the name(s) of any professional advisers he proposes to instruct, together with a brief summary of the subject matter.
2. The Company Secretary shall provide a written acknowledgement of receipt of the notification.
3. The fees for the professional advice sought are payable by the Company under these procedures but a director shall obtain the prior approval of the Chairman or an independent non-executive Director where the fees of independent professional advisers are likely to exceed £15,000.
4. For the avoidance of doubt, the above restrictions shall not apply to executive directors acting in the furtherance of their executive responsibilities and within their delegated powers.
5. Independent professional advice for these purposes shall include legal advice and advice of accountants and other professional financial advisers on matters of law, accounting and other regulatory matters but shall not include advice concerning the personal interests of the director concerned (such as his terms of engagement or his dealings in the Company's securities or disputes with the Company).
6. Any advice obtained under this procedure shall be made available to the other members of the Board, if the Board so requests.

## **SCHEDULE**

**HAMPDEN UNDERWRITING PLC**  
(Company Number 5892671)  
Hampden House  
Great Hampden  
Great Missenden  
Buckinghamshire HP16 9RD

Michael Cunningham  
Dolhyfryd  
Lawnt  
Denbigh  
Clwyd LL6 4SU

13 August 2007

Dear Michael,

**APPOINTMENT AS NON-EXECUTIVE DIRECTOR OF HAMPDEN UNDERWRITING PLC**

On behalf of Hampden Underwriting Plc (the "Company") I am pleased to confirm your appointment as a non-executive director of the Company.

Before dealing with the detailed terms and conditions of your appointment I would like to draw your attention to some general issues.

First and foremost, you should bear in mind that non-executive directors have the same general legal responsibilities to the Company as any other director.

**The role of non-executive directors**

It is the policy of the Company to comply with the Combined Code of Best Practice (as amended) ("the Combined Code") a copy of which is attached, and many of our duties set out in this letter of appointment reflect the special role of the non-executive director in the corporate governance of the Company. In this regard, in addition to the requirements of all directors mentioned above, the role of the non-executive 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.

## Time

By accepting this appointment you confirm that you are able to allocate sufficient time to meet the expectations of your role.

The detailed terms and conditions of our appointment are as follows:

### 1. TERM

- 1.1 Your appointment, which is subject to the Company's Articles of Association will initially be for a period up until the annual general meeting of the Company which will take place during the course of 2007 and then subject to re-election for a further period of 12 months unless it is terminated earlier by either you or the Company giving to the other at least three months written notice.
- 1.2 Notwithstanding the other terms of this letter, your appointment shall terminate immediately without notice (or a payment in lieu of notice) if:
- (a) you are in breach of your obligations as set out in this letter of appointment;
  - (b) you are not re-appointed when appropriate as a director by the Company in General Meeting;
  - (c) you are removed as a director by the Company in General Meeting; or
  - (d) you resign your directorship or otherwise cease to be a director in accordance with the provisions of the Company's Articles of Association.
- 1.3 Upon the termination of your appointment for whatever reason, you agree that you shall immediately tender your resignation as a director of the Company (unless you have ceased to be a director pursuant to paragraph 1.2 above) and from any trusteeships held by you of trusts established by the Company or any Associated Company without any compensation. If you fail to do so you hereby irrevocably authorise the Board to appoint someone in your name and on your behalf to be your attorney and to sign any documents and to take such other steps as are necessary to give effect to the resignation.

### 2. ROLE

- 2.1 During your appointment you are required to attend regular Board meetings, emergency Board meetings, Annual General Meetings and Extraordinary General Meetings of the Company.
- 2.2 You should also serve on one or more of the Board Committees, including the Company's Audit Committee. A copy of the terms of reference for the Audit Committee is attached.
- 2.3 You should be available at all times to discharge your duties.
- 2.4 To assist you in the discharge of your duties, you will be made aware in good time of all issues, policies and other matters affecting the Company so that you may make enquiries and consult as you consider necessary. Following consultation with the Chairman you may be invited to attend regular meetings with major investors. Sometimes you may be requested by major shareholders to attend meetings with them.



- 2.5 At all times you shall faithfully, efficiently and diligently perform your duties, act in the best interests of the Company and any Associated Company and promote its and their good reputations.

### 3. FEES

You will receive an annual fee in the sum of £15,000 per annum (less tax and any necessary statutory deductions) in consideration of your services. The fee will be paid in arrears by equal quarterly instalments and will be reviewed annually by the Board. You will not be eligible to receive any other benefits.

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You will be reimbursed for all reasonable out of pocket expenses properly incurred by you on Company business. Claims for reimbursement should be accompanied by receipts and will be reimbursed to you provided the Board agrees they are properly due.

### 5. CONFIDENTIALITY AND RETURN OF COMPANY PROPERTY

- 5.1 You agree that you shall not during the term of your appointment (except in the proper course of the performance of your services or with the prior consent of the Board or otherwise) or at any time after its termination for any reason whatsoever:

- (a) disclose or communicate to any person, firm or company; or
- (b) cause unauthorised disclosure of; or
- (c) otherwise make use of,

any Confidential Information (as defined below) which you have or may have acquired in the course of your appointment (whether before, on or after the date of this letter) and shall use your best endeavours to prevent the unauthorised disclosure or publication of such information.

- 5.2 Nothing in this paragraph 5 shall prevent you from using any general knowledge and skills which are not treated by the Company as confidential or do not properly belong to the Company and which you may have acquired or developed at any time during your appointment. Your obligations set out in this paragraph 5 shall cease to the extent that the relevant Confidentiality Information comes into the public domain otherwise than through your own default or negligence.

- 5.3 In this paragraph "Confidential Information" shall include confidential or secret information belonging or relating to the Company or any Associated Company or any of its or their suppliers, agents, distributors or customers including, without limitation, confidential or secret information relating to the business strategy, technical processes, employees, research or finances or any of the aforesaid or relating to the know-who, designs, inventions or improvements or other matters connected with the products or services manufactured, marketed provided or obtained by the Company or any Associated Company or any of its or their suppliers, agents, distributors or customers.

- 5.4 When your appointment ceases, or at any time at the request of the Board, you shall immediately return all documents and other properly belonging to the Company or any Associated Company and which may be in your possession or under your control, and you undertake to return to the Company all such documents that may have come into your possession in the future.

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During your appointment you shall comply with such requirements as the Board may specify from time to time.

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"Board" means the board of directors of the Company.

**11. PREVIOUS AGREEMENTS**

The terms of this letter shall take effect in substitution for all previous agreements and arrangements (whether written, oral or implied) between you and the Company relating to your appointment. You acknowledge that, on entering into this letter, you have no outstanding claims against the Company or any Associated Company.

**12. MISCELLANEOUS**

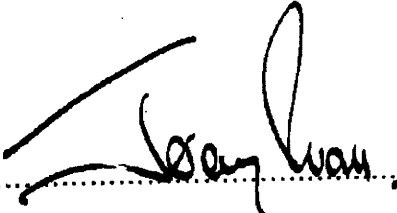
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**13. APPLICABLE LAW**

English law shall apply to this letter and the parties submit to the jurisdiction of the English Courts.

I trust that you find the terms and conditions relating to your appointment acceptable. Assuming that you do, I should be grateful if you could sign and return the enclosed copy of this letter in order to signify your agreement.

**SIGNED** for and on behalf of the Company  
acting by:

Director ..... 

**EXECUTED and DELIVERED** by  
**HAROLD MICHAEL CLUNIE CUNNINGHAM** )  
as his **DEED** in the presence of: )

Witness' signature .....

Witness' name .....

Address .....

Occupation .....

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SIGNED for and on behalf of the Company  
acting by:

Director .....

EXECUTED and DELIVERED by  
HAROLD MICHAEL CLUNIE CUNNINGHAM  
as his DEED in the presence of:

} H M Cunningham

Witness' signature

Kate Foley

Witness' name

KATE FOLEY

Address

"THE COTTAGE"

DOLHAFRYD YN LAWN T DENBIGH LL16 4SU

Occupation

HOUSEKEEPER

## **Appendix 1**

### **Independent Professional Advice**

The following are proposed guidelines for directors in respect of the seeking and obtaining of independent professional advice:

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6. Any advice obtained under this procedure shall be made available to the other members of the Board, if the Board so requests.

## **SCHEDULE**

**Double Take Portraits Limited**

**Forward Media Limited**

**Health and Absence Limited**

**Neilson Cobbold Holdings plc**

**Nu Nu plc**

**Rathbone Neilson Cobbold Limited**