

Director's Service Agreement

This deed is dated 10 May 2018

PARTIES

- (1) Helios Underwriting plc incorporated and registered in England and Wales with company number 5892671 whose registered office is at 40 Gracechurch Street, London, EC3V 0BT (the 'Company'); and
- (2) Arthur Manners of Wardens Lodge, Knowl Hill, Kingsclere, Newbury, Berks RG20 4PA (the 'Employee').

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Clause 1 apply in this agreement.

AIM: the Alternative Investment Market operated by the London Stock Exchange plc.

Appointment: the employment of the Employee by the Company on the terms of this agreement.

Board: the board of directors of the Company, including any committee appointed by the board.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: 13th December 2017.

Confidential Information: information (whether or not recorded in documentary form, or stored on any electronic, magnetic or optical disc or memory) relating to the business, products, affairs and finances of the Company and/or any Group Company for the time being confidential to the Company and/or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company and/or any Group Company or any of its/their business contacts.

Dealing Code: the Company's share dealing code restricting transactions in the securities of the Company by directors and certain senior executives of the Company during certain times (such as closed periods) and setting out the procedure for obtaining clearance to deal in the securities of the Company.

Garden Leave: any period during which the Company has exercised its rights under Clause 18.

Group Company: the Company, its Subsidiaries and any Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.

Incapacity: any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out his duties.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software and financial modelling, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Qualifying Scheme: a pension scheme which is a qualifying scheme for the purposes of section 16 of the Pensions Act 2008.

Restricted Person: anyone employed or engaged by the Company or any Group Company or who was in the habit of dealing with the Company or any Group Company who could materially damage the interests of the Company or any Group Company if they were involved in any Capacity in any business concern which competes with business being carried on by the Company or any Group Company and with whom the Employee dealt with in the course of employment in the 12 months before Termination. This shall specifically include, but not be limited to, those private investors with whom the Company has (or is about to have) quota share reinsurance agreements in place.

Subsidiary and Holding Company: in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

Termination: the termination of the Employee's employment with the Company, howsoever caused.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders, words in the singular include the plural and in the plural include the singular.

2. TERM OF APPOINTMENT

2.1 The Appointment shall be deemed to have commenced on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party giving the other not less than 6 months' prior notice in writing

3. DUTIES

3.1 The Employee shall serve the Company as Finance Director and undertake such duties required and expected of a person fulfilling this role.

3.2 During the Appointment the Employee shall:

- (a) act as a director of the Company and carry out duties on behalf of any Group Company including, if so required by the Board, acting as an officer or consultant of any Group Company;
- (b) comply with the articles of association and any statutory, fiduciary or common-law duties (as amended from time to time) of any Group Company;
- (c) do such things as are reasonable and necessary to ensure compliance by himself and any Group Company with the Companies Act 2006, the AIM Rules for Companies, the Market Abuse Regulation

(596/2014/EU) and the Corporate Governance Guidelines for Small and Mid-sized Quoted Companies published by the Quoted Companies Alliance (as amended from time to time);

(d) comply with all requirements, recommendations or regulations (as amended from time to time) of the UK Listing Authority, the London Stock Exchange plc, the Financial Conduct Authority ('FCA'), Lloyd's of London and any directly applicable regulation made by any regulatory authorities relevant to any Group Company and any codes of practice, policies, employment handbook or procedure manuals issued by the Company including, but not limited, to those relating dealing in the securities of the Company such as the Dealing Code and the Company's Disclosure Policy (as amended from time to time);

(e) unless prevented by Incapacity devote his time, attention and abilities to the business of the Company and faithfully and diligently exercise such powers and perform such duties and comply with all reasonable and lawful directions as may from time to time be assigned to him by the Board;

(f) use his best endeavours to promote, protect, develop and extend the business of any Group Company and report any actual or proposed wrongdoing to the Board as soon it becomes apparent to him;

4. PLACE OF WORK

4.1 The parties have agreed that the nature of the Executive's duties are such that he shall be entitled to work from such place or places as he shall see fit.

4.2 The Employee agrees to travel on any Group Company's business as may be required for the proper performance of his duties under the Appointment.

5. HOURS OF WORK

5.1 The Employee shall work two days per week, subject to not exceeding 94 days in any calendar year as the remaining days shall comprise statutory holiday entitlement as detailed in Clause 10.1. The Employee shall not receive further remuneration for any additional hours worked.

5.2 The parties each agree that the nature of the Employee's position is such that it falls within the scope of regulation 20 of the Working Time Regulations 1998 (SI 1998/1833).

6. SALARY

6.1 The Employee shall be paid a salary of £60,000 per annum (inclusive of any director's fees payable). Entitlement to salary shall accrue from day to day and it shall be paid monthly in arrears directly into the Employee's bank or building society account on, or about, the last day of each calendar month.

6.2 The Employee's salary shall be reviewed annually, notwithstanding that the Company is under no obligation to award an increase following a salary review.

6.3 The Company may deduct from the salary, or any other sums owed to the Employee, any money owed by the Employee to any Group Company. This shall include reimbursement to the Company of paid holiday taken by the Employee in excess of his accrued holiday entitlement.

7. BONUS/SHORT TERM INCENTIVE ARRANGEMENTS

7.1 The Board may in its absolute discretion approve short term incentive arrangements and pay the Employee a bonus of such amount, at such intervals and subject to such conditions and performance targets as the Board may in its absolute discretion determine appropriate.

7.2 Any bonus payment to the Employee shall be purely discretionary and shall not form part of the Employee's contractual remuneration under this agreement. If the Company makes a bonus payment to the Employee in respect of a particular financial year, it shall not be obliged to make subsequent bonus payments in respect of future financial.

7.3 The Employee shall have no right to a bonus or a time-apportioned bonus if his employment terminates for any reason or he is under notice of termination (whether given by the Employee or the Company) or he is on Garden Leave at or before the date when a bonus might otherwise have been payable. Neither shall the Employee be entitled to any compensation or payment for the loss of any discretionary bonus which at the date of Termination has not fallen due in accordance with its terms.

8. EXPENSES

8.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production by the Employee of VAT receipts or other appropriate evidence of payment.

9. DIRECTORS' AND OFFICERS' INSURANCE

9.1 During the Appointment the Employee shall be entitled to be covered by a policy of directors' and officers' liability insurance on terms no less favourable than those in place from time to time for other members of the Board.

10. HOLIDAYS

10.1 The Employee shall be entitled to statutory holiday entitlement (calculated on a pro rata basis by reference to a full-time entitlement) including usual public and bank holidays in England and Wales.

10.2 Holiday shall be taken at such times as are convenient to the Company, as agreed with the Chief Executive.

11. INCAPACITY

11.1 If the Employee is absent from work due to Incapacity, the Employee shall immediately inform the Chief Executive and shall self-certify any consecutive period of absence lasting less than 8 days (including weekends) by sending the Company such self-certification form as is required by the Company. If the period of absence last for a consecutive period of 8 days or more (including weekends), the Employee shall send the Company a medical certificate signed by a doctor explaining the reason for absence.

11.2 Subject to the Employee's compliance with Clause 11.1, the Company will continue to pay the Employee's salary detailed in Clause 6 during any period of absence due to Incapacity for a maximum period of up to 12 weeks in any period of 12 consecutive months ('Initial Entitlement Period'). In the event the Employee is absent due to Incapacity for longer than the Initial Entitlement Period, the Employee shall be paid a sum equivalent to 50% of his salary detailed in Clause 6 for a further period of 12 weeks ('Extended Entitlement Period').

11.3 Any payment made to the Employee in accordance with Clause 11.2 shall be made having deducted an amount equivalent to any Statutory Sick Pay payable to the Executive and any sums received by the Executive under any insurance policy effected by the Company.

11.4 Where the Employee is absent from work due to Incapacity for longer than the Initial Entitlement Period and the Extended Entitlement Period, he shall have no right to receive any salary or other benefit from the Company except, as applicable, Statutory Sick Pay and any benefit that might be due to the Executive under any health insurance policy effected by the Company.

12. OUTSIDE INTERESTS

12.1 During the Appointment the Employee shall disclose to the Board any interests that he or any persons connected to him have in any trade, business or occupation whatsoever which is in any way similar to any of those in which any Group Company is involved; and in any trade, business or occupation carried on by any customer or supplier of any Group Company.

12.2 Subject to Clause 12.2, during the Appointment the Employee shall not, except with the prior written approval of the Board, whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any Capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).

12.3 Notwithstanding Clause 12.1, the Employee may hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by any Group Company.

13. CONFIDENTIAL INFORMATION

13.1 The Employee acknowledges that in the course of the Appointment he will have access to Confidential Information and has agreed to accept the restrictions in this Clause 13.

13.2 The Employee shall not (except in the proper course of his duties), either during the Appointment or at any time after Termination however arising, use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

(a) any use or disclosure authorised by the Board or required by law;

(b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or

(c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

13.3 The Employees acknowledges that all documents, manuals, hardware and software provided for the Employee's use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company and shall be returned by the Employee to the Company or the relevant Group Company on demand and, in any event, on Termination.

14. INTELLECTUAL PROPERTY

14.1 The Employee shall give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by him at any time during the course of the Appointment which relate to, or are reasonably capable of being used in, the business of any Group Company. The Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the

Company absolutely. To the extent that they do not vest automatically, the Employee holds them on trust for the Company. The Employee agrees promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this Clause 14.1 whether during his employment or after Termination.

14.2 The Employee hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he has or will have in any existing or future works referred to in Clause 14.1.

14.3 The Employee irrevocably appoints the Company to be his attorney in his name and on his behalf to execute documents, use the Employee's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Company, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

15. CEASING TO BE A DIRECTOR

15.1 If the Employee resigns as a director of the Company except at the request or with prior approval of the Board, he shall be deemed to have effected Termination with effect from that date, save that at its absolute discretion the Board may agree with the Employee that his employment can continue, subject to any terms and conditions that may be stipulated by the Board.

16. PAYMENT IN LIEU OF NOTICE

16.1 Notwithstanding Clause 2, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Employee that the Company is exercising its right under this Clause 16.1 to make a payment in lieu of notice ('Payment in Lieu') to the Employee. This Payment in Lieu will be equal to the basic salary referred to at Clause 2 (as at the date of termination) which the Employee would have been entitled to receive under this agreement during the notice period (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions and any sums deducted in accordance with Clause 6.3. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

- (a) any bonus that might otherwise have been due during the period for which the Payment in Lieu is made;
- (b) any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and
- (c) any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

16.2 The Company may pay any sums due under Clause 16.1 in equal monthly instalments until the date on which the notice period referred to at Clause 2 would have expired if notice had been given. The Employee shall be obliged to seek alternative income during this period and to notify the Company of any income so received. The instalment payments shall then be reduced by the amount of such income.

16.3 The Employee shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in Clause 16.1. Nothing in this Clause 16 shall prevent the Company from terminating the Appointment in breach.

16.4 Notwithstanding Clause 16.1 the Employee shall not be entitled to any Payment in Lieu if the Company would otherwise have been entitled to terminate the Appointment without notice in accordance with Clause 17. In that case the Company shall also be entitled to recover from the Employee any Payment in Lieu (or instalments thereof) already made.

17. TERMINATION WITHOUT NOTICE

17.1 The Company may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

(a) is disqualified from acting as a director or resigns as a director from the Company without the prior written approval of the Board;

(b) is guilty of 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 FCA, 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 any Group Company or any code of practice, policy, rules, or procedures manuals issued by the Company (as amended from time to time) relating to dealing in the securities of the Company, including the Dealing Code and the Company's Disclosure Policy;

(c) fails or ceases to meet the requirements of any regulatory body whose consent is required to enable him to undertake all or any of his duties under the Appointment or is guilty of a serious breach of the rules and regulations of such regulatory body or of any compliance manual of any Group Company;

(d) is guilty of any gross misconduct affecting the business of any Group Company;

(e) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Board;

(f) is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his duties;

(g) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

(h) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) or any offence under any regulation or legislation relating to insider dealing;

(i) is, in the opinion of a medical practitioner physically or mentally incapable of performing their duties and may remain so for more than three months and the medical practitioner has given a medical opinion to the Board to that effect;

(j) is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Board brings or is likely to bring the Employee or any Group Company into disrepute or is materially adverse to the interests of any Group Company;

(k) is unable by reason of Incapacity to perform his duties under this agreement for an aggregate period in excess of 24 weeks in any 52-week period.

17.2 The rights of the Company under Clause 17.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the

Employee as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

18. GARDEN LEAVE

18.1 Following service of notice to terminate the Appointment by either party, or if the Employee purports to terminate the Appointment in breach of contract, the Board may by written notice place the Employee on Garden Leave for the whole or part of the remainder of the Appointment.

18.2 During any period of Garden Leave:

- (a) the Company shall be under no obligation to provide any work to the Employee and may revoke any powers the Employee holds on behalf of any Group Company;
- (b) the Company may require the Employee to carry out alternative duties or to only perform such specific duties as are expressly assigned to the Employee, at such location as the Company may decide;
- (c) the Employee shall continue to receive his basic salary in accordance with Clause 6 in the usual way, subject to the terms of any benefit arrangement agreed between the parties;
- (d) the Employee shall remain an employee of the Company and bound by the terms of this agreement (including any implied duties of good faith and fidelity);
- (e) the Employee shall ensure that the Chief Executive knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);
- (f) the Company may exclude the Employee from any premises of any Group Company; and
- (g) the Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of any Group Company.

19. OBLIGATIONS ON TERMINATION

19.1 On termination of the Appointment (however arising) or, if earlier, at the start of a period of Garden Leave, the Employee shall:

- (a) resign immediately without compensation from any office that he holds in or on behalf of any Group Company and transfer without payment, to the Company or as the Company directs, any shares or other securities held by him as nominee or trustee for any Group Company;
- (b) subject to Clause 19.2, immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of any Group Company or its business contacts, any keys and any other property of any Group Company which is in his possession or under his control;
- (d) irretrievably delete any information relating to the business of any Group Company stored on any electronic, magnetic or optical disc or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises; and
- (e) provide a signed statement that he has complied fully with his obligations under this Clause 19.1 together with such reasonable evidence of compliance as the Company may request.

19.2 Where the Employee has been placed on Garden Leave he shall not be required by Clause 19.1 to return until the end of the Garden Leave period any property provided to him as a contractual benefit for use during the Appointment.

19.3 The Employee hereby irrevocably appoints the Company to be his attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving the Company or its nominee the full benefit of Clause 19.1(a) and Clause 19.1(b).

19.4 On termination of the Appointment however arising the Employee shall not be entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long-term incentive plan or other profit sharing scheme operated by the Company in which he may participate.

20. RESTRICTIVE COVENANTS

20.1 In order to protect the Confidential Information and business connections of the Company and each Group Company to which the Employee has access as a result of the Appointment, the Employee covenants with the Company (for itself and as trustee and agent for each Group Company) that he shall not:

(a) for 9 months after Termination, be involved in any Capacity with any business concern which is or intends to be in competition with any business being carried on by the Company or any Group Company;

(b) for 9 months after Termination in the course of any business concern which is in competition with the Company or any Group Company, offer to employ, engage, enter into any agreement with or otherwise facilitate or endeavour to entice away from the Company or any Group Company any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement;

(c) at any time after Termination, represent himself as connected with the Company or any Group Company in any Capacity, other than as a former employee, or use any registered business names or trading names associated with the Company or any Group Company.

20.2 For the avoidance of doubt none of the restrictions in Clause 20.1 shall prevent the Employee from:

(a) holding an investment by way of shares or other securities of any company, whether or not it is listed or dealt in on a recognised stock exchange, or otherwise being involved with another company provided such investment and/or involvement is disclosed to and approved by the Board;

(b) being engaged or concerned in any business concern insofar as the Employee's duties or work shall relate solely to geographical areas where the business concern is not in competition with any business being carried on by the Company or any Group Company; or

(c) being engaged or concerned in any business concern, provided that the Employee's duties or work shall relate solely to services or activities of a kind with which the Employee was not concerned to a material extent in the 12 months before Termination.

20.3 The restrictions imposed on the Employee by this Clause 20 apply to him acting:

(a) directly or indirectly; and

(b) on his own behalf or on behalf of, or in conjunction with, any firm, company or person.

20.4 The periods for which the restrictions in Clause 20.1 apply shall be reduced by any period that the Employee spends on Garden Leave immediately before Termination.

20.5 If the Employee receives an offer to be involved in a business concern in any Capacity during the Appointment, or before the expiry of the last of the covenants in this Clause 20, the Employee shall give the person making the offer a copy of this Clause 20 and shall tell the Company the identity of that person as soon as possible.

20.6 The Company and the Employee entered into the restrictions in this Clause 20 having been separately legally advised

20.7 Each of the restrictions in this Clause 20 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

20.8 If the Employee's employment is transferred to any firm, company, person or entity other than a Group Company (the "New Employer") pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Employee will, if required, enter into an agreement with the New Employer containing post-termination restrictions corresponding to those restrictions in this Clause 20, protecting the confidential information, trade secrets and business connections of the New Employer.

20.9 The Employee will, at the request and expense of the Company, enter into a separate agreement with any Group Company in which he agrees to be bound by restrictions corresponding to those restrictions in this Clause 20 (or such of those restrictions as the Company deems appropriate) in relation to that Group Company.

21. DISCIPLINARY AND GRIEVANCE PROCEDURES

21.1 The Employee is subject to the Company's disciplinary and grievance procedures, copies of which are available from the Company Secretary. These procedures do not form part of the Employee's contract of employment.

21.2 If the Employee wants to raise a grievance, he may apply in writing to the Chairman of the Board in accordance with the Company's grievance procedure, setting out the nature and details of the grievance.

21.3 If the Employee wishes to appeal against a disciplinary decision he may apply in writing to the Chairman of the Board in accordance with the Company's disciplinary procedure.

21.4 The Board may suspend the Employee from any or all of his duties for no longer than is necessary to investigate any disciplinary matter involving the Employee or so long as is otherwise reasonable while any disciplinary procedure against the Employee is outstanding. During any such period of suspension the requirements and restrictions in Clause 18.2 parts (c) to (g) (inclusive) shall apply.

22. PENSIONS

22.1 The Company will comply with the employer pension duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008.

23. DATA PROTECTION

23.1 The Employee acknowledges that the Company will collect, process and disclose his personal data to such extent as is reasonable and necessary to manage and administer his employment and

engagement as a director. The personal data held and processed will be limited to what is necessary for the proper performance of the employment relationship, it will be kept securely and be disclosed to such regulators, HMRC, Companies House and advisers to the Company for purposes connected with the Employee's employment and engagement as a director.

23.2 The Employee undertakes that, when handling personal data in the course of employment, it shall be kept confidential and only be processed for the business purpose intended. This shall include personal data relating to any employee, customer, client, supplier, agent or shareholder of the Company.

23.3 Failure to comply with any privacy standards or privacy policy implemented by the Company may be dealt with under the Company's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

24. RECONSTRUCTION AND AMALGAMATION

24.1 If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of the Company, whether by winding up or otherwise, and the Employee is offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

25. NOTICES

25.1 A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.

25.2 Any such notice shall be deemed to have been received:

- (a) if delivered by hand, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
- (c) in the case of registered airmail, 5 days from the date of posting; or
- (d) if delivered by a registered delivery service, at the delivery time recorded by the delivery service.

25.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.

25.4 A notice required to be given under this agreement shall not be validly given if sent by email.

25.5 This clause does not apply to the service of any proceedings or other documents in any legal action.

26. ENTIRE AGREEMENT

26.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26.2 Each party acknowledges that in entering into this agreement it does not rely on, and 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 agreement.

26.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

26.4 Nothing in this clause shall limit or exclude any liability for fraud.

27. VARIATION

27.1 No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

28. COUNTERPARTS

28.1 This agreement may be executed in any number of counterparts and all the counterparts shall together constitute the one agreement.

29. THIRD PARTY RIGHTS

29.1 No one other than a party to this agreement shall have any right to enforce any of its terms.

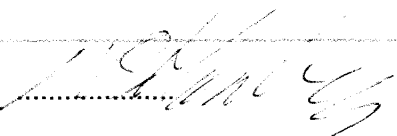

30. GOVERNING LAW

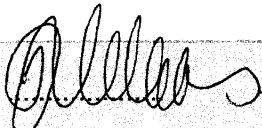
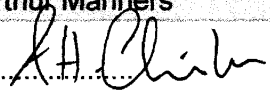
30.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

31. JURISDICTION

31.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

<p>Executed as a deed by Helios Underwriting plc acting by:</p>		<p> Nigel Hanbury, Director</p> <p> Martha Bruce, Company Secretary</p>
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Signed as a deed by Arthur Manners in the presence of:		 Arthur Manners
Witness name: A. CHENSTE		 Witness signature
Witness address: MANOR HOUSE S. HARTING GUBI SWM		

EXECUTIVE SERVICE AGREEMENT

HAMPDEN UNDERWRITING PLC

and

NIGEL HANBURY

**SERVICE AGREEMENT
NIGEL HANBURY**

THIS AGREEMENT is made on 1 October ^{N.H.} ~~September~~ 2012

BETWEEN

(1) **HAMPDEN UNDERWRITING PLC**, a company registered in England & Wales with registered number 05892671 and having its registered office at Hampden House, Great Hampden, Great Missenden, Bucks HP16 9RD (the "**Company**");

AND

(2) **NIGEL HANBURY**, residing at Hill Ash Farm, West Harting, Petersfield GU31 5NY (the "**Executive**").

WHEREAS the Company wishes to employ the Executive as Chief Executive on the terms and conditions of this Agreement and the Executive wishes to accept such employment.

IT IS AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"**Audited Net Profit**" means, in relation to any Financial Year of the Company, the net profit of the Group for that year available for distribution to shareholders and/or transfer to reserves as shown by the audited consolidated profit and loss account of the Group for that Financial Year;

"**Basic Salary**" means the annual salary, as specified in Clause 6.1.1 or, as appropriate, the reviewed basic annual salary from time to time;

"**Board**" means the Board of directors of the Company from time to time or any duly authorised committee thereof;

"**Confidential Information**" means all information (whether or not in document form or stored on any magnetic or optical disk or upon a circuit board or other medium yet established) which is identified or treated by the Company or any Group Company or any of the Group's clients or customers as confidential or which by reason of its character or the circumstances or manner of its disclosure to be evidently confidential including (without prejudice to the foregoing generality) any information about the personal affairs of any of the directors (or their families) of the Company or any Group Company, business plans, proposals relating to the acquisition or disposal of a company or business or proposed expansion or contraction of activities, maturing new business opportunities, research and development projects, designs, secret processes, trade secrets, product or services development and formulae, know-how, inventions, sales statistics and forecasts, marketing strategies and plans, costs, profit and loss and other financial information

(save to the extent published in audited accounts), prices and discount structures and the names, addresses and contact and other details of: (a) employees and their terms of employment; (b) customers and potential customers, their requirements and their terms of business with the Company and the Group; and (c) suppliers and potential suppliers and their terms of business;

"Employment" means the employment of the Executive under this Agreement or, as the context requires, the duration of that employment;

"Financial Year" means each twelve month period ending 30 June or any other period in respect of which audited accounts of the Company and/or the Group shall be prepared;

"Group" means the Company, any holding company or undertaking of the Company;

"Group Company" means any company within the Group;

"Intellectual Property Rights" means any and all existing and future intellectual or industrial property rights in and to any Works (whether registered or unregistered), including all existing and future patents, copyrights, design rights, database rights, trade marks, internet rights/domain names, know-how and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing in and to any Works;

"Invention" means any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium;

"Minority Holder" means a person who either solely or jointly holds (directly or through nominees) any shares or loan capital in any company whose shares are listed or dealt in on a recognised investment exchange (as that term is defined by Section 285 of the Financial Services and Markets Act 2000 and including for the avoidance of doubt, the AIM of the London Stock Exchange and Plus Markets) provided that such holding does not, when aggregated with any shares or loan capital held by the Executive's partner and/or him or his partner's children under the age of 18, exceed 3% of the shares or loan capital of the class concerned for the time being issued;

"Termination Date" means the date of termination of the Employment; and

"Works" means any documents, materials, models, designs, drawings, processes, inventions, computer coding, methodologies, know-how, Confidential Information or other work, performed made, created, devised, developed or discovered by the Executive during the course of the Employment from the date hereof.

1.2 **Interpretation and Construction**

Save to the extent that the context or the express provisions of this Agreement require otherwise, in this Agreement:-

- (a) words importing the singular shall include the plural and vice versa;
- (b) words importing any gender shall include all other genders;

- (c) words importing the whole shall be treated as including reference to any part of the whole;
- (d) any reference to a Clause, the Schedule or part of the Schedule is to the relevant Clause, Schedule or part of the Schedule of or to this Agreement unless otherwise specified;
- (e) reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- (f) reference to a provision of law is a reference to that provision as extended, applied, amended, consolidated or re-enacted or as the application thereof is modified from time to time and shall be construed as including reference to any order, instrument, regulation or other subordinate legislation from time to time made under it except to the extent that any extension, application, amendment, consolidation, re-enactment modification or construction takes effect after the date of this Agreement and has the effect of increasing or extending any obligation or liability or otherwise adversely affects the rights of, any Party;
- (g) references to a "**person**" includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality) of two or more foregoing;
- (h) any phrase introduced by the words "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words;
- (i) a reference to "**know-how**" shall for the purposes of this Agreement mean specific and/or technical information relating to the production of the Company's products from time to time; and
- (j) the words "**other**" and "**otherwise**" shall not be construed *eiusdem generis* with any foregoing words where a wider construction is possible.

1.3 **Headings**

The table of contents and the headings in this Agreement are included for convenience only and shall be ignored in construing this Agreement.

2 **THE EMPLOYMENT**

2.1 **Appointment**

Subject to the provisions of this Agreement, the Company employs the Executive and the Executive accepts employment as Chief Executive of the Company.

2.2 **Work Permits and warranty**

- 2.2.1 The Executive warrants to the Company that by virtue of entering into this Agreement he will not be in breach of any express or implied obligation to any third party, including any restrictive covenants.

2.2.2 The Executive warrants that he is legally entitled to work in the United Kingdom.

3 **DURATION OF THE EMPLOYMENT**

3.1 **Duration**

Subject to the provisions of Clauses 3 and 13.1 the Employment shall continue unless and until terminated at any time by:-

- (a) the Company giving to the Executive not less than 6 months' prior written notice of termination of the Employment; or
- (b) the Executive giving to the Company not less than 6 months' prior written notice of termination of the Employment.

3.2 **Payment in lieu of notice**

3.2.1 The Company shall be entitled, at its sole discretion, to terminate the Employment immediately in writing at any time and to make a payment to the Executive, calculated in accordance with the provisions of Clauses 3.2.3 and 3.2.4 (the payment being referred to as a "**Notice Payment**").

3.2.2 For the avoidance of doubt, the Company is not obliged to make a Notice Payment. If the Company shall decide not to make a Notice Payment, the Executive shall not be entitled to enforce that payment as a contractual debt nor as liquidated damages.

3.2.3 The Notice Payment will be paid less all deductions that are required or permitted by law to be made including in respect of income tax, national insurance contributions and any sums due to the Company or any Group Company.

3.2.4 The Notice Payment will consist of a sum equivalent to the Basic Salary which the Executive would have received during any notice period during which the Executive would otherwise have been entitled to work in terms of Clause 3.1.

4 **HOURS AND PLACE OF WORK**

4.1 **Hours of work**

The Executive agrees that he shall work such hours as are necessary for the proper performance of his duties. The Executive shall work a minimum of 25 hours per week, on such days, and at such times, agreed with the Company as will allow the proper performance of the Executive's duties and obligations under this Agreement.

4.2 **Working Time Regulations**

The Executive hereby agrees that regulation 4(1) of the Working Time Regulations 1998 shall not apply to this Agreement by virtue of regulation 20 of such Regulations. The Executive may withdraw such agreement on giving the Company one month's prior written notice.

4.3 **Place of work**

The parties have agreed that the nature of the Executive's duties pursuant to his Employment are such that he does not require the Company to provide him with a place of work and accordingly the Executive shall be entitled to work at and from

such place or places as he shall see fit subject only to any reasonable directions the Company may give in connection therewith. The parties agree that the question of the Company providing the Executive with a place of work shall be kept under regular review by the parties and if it should become the case that the Executive needs to be provided with a place of work in order to perform his duties under this Agreement then the company will provide the Executive with a place of work that is reasonable in all the circumstances.

5 SCOPE OF THE EMPLOYMENT

5.1 Duties of the Executive

During the Employment the Executive shall:-

- (a) undertake and carry out to the best of his ability such duties and exercise such powers in relation to the Company's and the Group's business as may from time to time be assigned to or vested in him by the Board as are commensurate with the role of a Chief Executive;
- (b) in the discharge of those duties and the exercise of those powers observe and comply with all lawful resolutions, regulations and directions from time to time made by, or under the authority of, the Board and shall at all times keep the Board or a person duly authorised by the Board promptly and fully informed of his performance of all matters with which he is entrusted and provide such explanations of the business or affairs of the Company as the Board may reasonably require;
- (c) unless prevented by ill-health, holidays or other unavoidable cause, devote the whole of his working time, attention and skill to the discharge of his duties hereunder; and
- (d) faithfully and diligently perform his duties and at all times use his best endeavours to promote and protect the interests of the Company and Group.

5.2 Directorships

The Executive will be required to act as a director of other group companies as the Board requires from time to time without additional remuneration. The Company may terminate any such other offices held by the Executive by written notice at any time.

5.3 Right to suspend duties and powers

Strictly subject to the Executive having reasonable access to the premises of the Company to collect personal items and other documents belonging to them:

- 5.3.1 Should notice to terminate the Employment be given, the Company reserves the right in its absolute discretion to suspend all or any of the Executive's duties and powers or to require him to perform only such duties, specific projects or tasks as are assigned to him expressly by the Company (including the duties of another position) in any case for such period or periods and at such place or places

(including, without limitation, the Executive's home) as the Company in its absolute discretion deems necessary (the "**Garden Leave**").

5.3.2 The Company may, at its sole discretion, require that during the Garden Leave the Executive shall not:

- (a) enter or attend the premises of the Company;
- (b) contact or have any communication with any client or prospective client or supplier of the Company or any Group Company in relation to the business of the Company or any Group Company;
- (c) other than in respect of their spouse or family member, contact or have any communication with any employee, officer, director, agent or consultant of the Company or any Group Company in relation to the business of the Company or any Group Company;
- (d) remain or become involved in any aspect of the business of the Company or any Group Company except as required by such companies; or
- (e) work either on his own account or on behalf of any other person.

5.3.3 During Garden Leave, the Executive will continue to receive his Basic Salary and benefits and will accrue any bonus/commission/share of profit subject to the rules of particular arrangements in place at the time. The Executive will continue to be bound by all the terms of his employment including but not limited to his duty of confidentiality.

6 **REMUNERATION**

6.1 **Basic Salary**

6.1.1 From the date of this agreement the Company shall pay the Executive a Basic Salary of £75,000 per annum. The Basic Salary shall accrue from day to day and be payable by credit transfer in equal monthly instalments in arrears on or around the last day of each calendar month or otherwise as arranged from time to time.

6.1.2 The Basic Salary shall be inclusive of all director's fees (if any) to which the Executive may become entitled.

6.2 **Bonus**

In addition to the Basic Salary, the Company shall, not later than thirty (30) days following the signature of the audit certificate by the Company's auditors in respect of its consolidated financial statements for any Financial Year, pay to the Executive a bonus equal to 15% of the amount (if any) by which the Audited Net Profit shown in those financial statements exceeds £500,000.

6.3 **Salary review**

The Basic Salary and the term of the Bonus shall be reviewed annually with effect from 30 June the first review to take place in 2013. The Company is not obliged to increase the Basic Salary at any review.

7 **EXPENSES**

The Company shall reimburse to the Executive (against receipts or other appropriate evidence as the Board may require) the amount of all out-of-pocket expenses wholly and necessarily and properly incurred by him in the proper discharge of his duties hereunder subject to the Executive complying with such guidelines or regulations issued by the Company from time to time in this respect which are reasonable in view of the Executive's position as Chief Executive.

8 **HOLIDAYS**

8.1 **The holiday year**

The Company's holiday year runs from 1st July to 30th June. Holidays can only be taken at times convenient to the Company with prior notice to the Board.

8.2 **Annual entitlement**

8.2.1 The Executive's annual entitlement to paid holidays is to those public or customary holidays recognised by the Company in any holiday year (of which there are 8 in total) and in addition, 35 contractual days' holiday.

8.2.2 Entitlement to contractual holidays is accrued pro rata throughout the holiday year. The Executive will be entitled to take public and customary holidays on the days that they are recognised by the Company during the holiday year.

8.2.3 The Executive is not entitled to carry any unused holiday entitlement forward to the next holiday year without the permission of the Board.

8.3 **Holiday entitlement on termination**

Upon notice of termination of the Employment being served by either party, the Company may require the Executive to take any unused holidays accrued at that time during any notice period. Alternatively, the Company may, at its discretion, on termination of the Employment, make a payment in lieu of accrued contractual holiday entitlement. The Executive will be required to make a payment to the Company in respect of any holidays taken in excess of his holiday entitlement accrued at the Termination Date. Any sums so due may be deducted from any money owing to the Executive by the Company.

9 **ABSENCE**

9.1 **Absence due to sickness or injury**

If the Executive is absent from work due to sickness or injury he shall:

- (a) immediately inform the Company of his sickness or injury;
- (b) in respect of a consecutive period of absence lasting less than 8 days (including weekends), send to the Company a self-certification form in a format stipulated by the Company; and
- (c) in respect of any absence exceeding 7 consecutive days (including weekends), send to the Company a medical certificate signed by a doctor covering the further consecutive period of absence.

9.2 **Payment of salary during absence**

9.2.1 Subject to the Executive complying with the terms of Clause 9.1, the Company will continue to pay Basic Salary during any period of absence due to sickness or injury for up to a maximum period of 12 weeks in any period of 12 consecutive months (the "**Entitlement Period**") and thereafter a sum equivalent to 50% of Basic Salary during any further period of absence due to sickness or injury in the same Entitlement Period for up to a maximum period of a further 12 weeks unless the Employment is terminated in terms of Clauses 3 or 13. The first Entitlement Period will begin on the first day of absence and any subsequent Entitlement Period will start on the first day of any absence occurring outside an enduring Entitlement Period.

9.2.2 Payment of the Basic Salary in terms of Clause 9.2.1 shall be made less:

- (a) an amount equivalent to any Statutory Sick Pay payable to the Executive;
- (b) any sums which may be received by the Executive under any insurance policy effected by the Company.

9.2.3 Once entitlement to Basic Salary under Clause 9.2.1 lapses the Executive shall have no right to any benefit or emolument from the Company except any permanent health insurance benefit in accordance with the terms of this Agreement and except any remaining entitlement to Statutory Sick Pay.

10 **OTHER INTERESTS**

10.1 **Disclosure of other interests**

The Executive shall disclose to the Board any interest of his own:

- (a) in any trade, business or occupation whatsoever which is in any way similar to any of those in which the Company or any Group Company is involved; and
- (b) in any trade, business or occupation carried on by any supplier or customer of the Company or any Group Company whether or not such trade, business or occupation is conducted for profit or gain.

10.2 **Restrictions on other activities and interests of the Executive**

10.2.1 Save as otherwise agreed by the Company, during the Employment the Executive shall not at any time, without the prior written consent of the Board, either alone or jointly with any other person, carry on or be directly or indirectly employed, engaged, concerned or interested in any business, prospective business or undertaking. Nothing contained in this Clause shall preclude the Executive from being a Minority Holder unless the holding is in a company that is a direct business competitor of the Company in which case, the Executive shall obtain the prior consent of the Board to the acquisition or variation of such holding.

10.2.2 If the Executive, with the consent of the Board, accepts any other appointment he must keep the Company accurately informed of the amount of time he spends working under that appointment and of the nature of the appointment and related activities in a manner and with sufficient detail to enable the Board (acting

reasonably) to make an informed and reasonably accurate assessment of the nature, effect and scope of the matter concerned.

10.3 **Transactions with the Company**

In addition to any regulations issued by the Company and/or director's duties, the Executive shall not be entitled to receive or obtain directly or indirectly any discount, rebate or commission as a result of any sale or purchase of goods or services effected or other business transacted (whether or not by him) by or on behalf of the Company or any Group Company and if he (or any person in which he is interested) obtains any discount, rebate or commission he shall account to the Company for the amount received by him (or a due proportion of the amount received by the person having regard to the extent of his interest therein).

11 **CONFIDENTIALITY AND COMPANY DOCUMENTS**

11.1 **Restrictions on disclosure/use of Confidential Information**

The Executive must not either during the Employment (except in the proper performance of his duties) or at any time (without limit) after the Termination Date:

- (a) divulge or communicate to any person;
- (b) use for his own purposes or for any purposes other than those of the Company or any Group Company; or
- (c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of;

any Confidential Information other than in the proper performance of his duties and only then when: (1) there is a need for the third party to know such Confidential Information; (2) the third party is bound by non-disclosure obligations no less exacting than these provisions; and (3) any Confidential Information so disclosed does not exceed what is legitimately required by the third party in its proper performance. The Executive must at all times use his best endeavours to prevent publication or disclosure of any Confidential Information. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through the default of the Executive or in respect of any legal or regulatory requirement (having the force of law) to provide the information (but then only to the extent so required).

11.2 **Protection of Company documents and materials**

All notes, records, lists of customers, suppliers and employees, correspondence, computer and other discs or tapes, data listings, codes, keys and passwords, designs, know-how which is in written or machine-readable form, drawings and other documents or material whatsoever (whether made or created by the Executive or otherwise and in whatever medium or format) relating to the Works, the business of the Company or any Group Company or any of its or their clients (and any copies of the same):

- (a) shall be and remain the property of the Company or the relevant Group Company or client; and

- (b) shall be handed over by the Executive to the Company or the relevant Group Company or client on demand by the Company and in any event on the termination of the Employment.

12 **INTELLECTUAL PROPERTY**

12.1 **Executive to further interests of the Company**

The Executive hereby recognises that the nature of his duties and responsibilities during his employment are and are expected to be such that he owes a special obligation to further the interests of the business of the Company.

- 12.2 The Executive acknowledges that all Inventions, improvements and discoveries, and all other Intellectual Property Rights, created by him in the course of his duties do and shall belong to the Company to the extent they relate to the Works, to the business of the Company and/or any Group Member, or relate to any other business activity which the Company and/or any Group Member might reasonably foreseeably undertake;

- 12.3 To the extent that any of the aforementioned rights they do not vest in the Company automatically the Executive holds them on trust for the Company and assigns to the Company by way of future assignment all Intellectual Property Rights in the Works for the maximum duration of such rights including the right to sue for damages and other remedies in respect of any past infringements.

- 12.4 Nothing in this Agreement shall oblige any the Company to seek patent or other protection for any Invention or to exploit any Invention.

12.5 **Disclosure and ownership of Works**

The Executive must:

- (a) at the Company's request and in any event on the termination of his employment give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to the Works and/or the Intellectual Property Rights.
- (b) not attempt to register any Intellectual Property Rights or Works unless requested to do so by the Company.

12.6 **Protection, registration and vesting of Works**

The Executive shall immediately on request by the Company (whether before, during or after the Termination Date) and at the expense of the Company:

- (a) apply or join with the Company or any Group Company in applying for any Intellectual Property Rights or other protection or registration ("**Protection**") in the United Kingdom and in any other part of the world for, or in relation to, any Works;
- (b) execute all instruments and transfers (including for the avoidance of doubt transfers relating to fragrance registrations at Robertet, if any) and do all things necessary for vesting all Intellectual Property Rights or Protection when obtained and all right, title and interest to and in the same absolutely

and as sole beneficial owner in the Company or such Group Company or other person as the Company may nominate; and

- (c) sign and execute any documents and do any acts reasonably required by the Company in connection with any proceedings in respect of any applications and any publication or application for revocation of any Intellectual Property Rights or Protection; and
- (d) give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

12.7 **Waiver of rights by the Executive**

The Executive hereby irrevocably and unconditionally waives to the fullest extent all rights under Chapter IV Copyright, Designs and Patents Act 1988 and any other moral rights which he may have in the Works, in whatever part of the world such rights may be enforceable including:

- (a) the right conferred by section 77 of that Act to be identified as the author of any such Works; and
- (b) the right conferred by section 80 of that Act not to have any such Works subjected to derogatory treatment.

The Executive acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this Agreement is or may become due to him in respect of his compliance with this clause.

12.8 **Power of Attorney**

The Executive hereby irrevocably appoints the Company to be his attorney and in his name and on his behalf to execute any such act and to sign all deeds and documents and generally to use his name for the purpose of giving to the Company the full benefit of this Clause. The Executive agrees that, with respect to any third parties, a certificate signed by any duly authorised officer of the Company that any act or deed or document falls within the authority hereby conferred shall be conclusive evidence that this is the case.

12.9 **Statutory rights**

Nothing in this Clause 12 shall be construed as restricting the rights of the Executive or the Company under sections 39 to 43 of the Patents Act 1977.

12.10 **Survival**

The provisions of this clause 12 shall survive termination of this Agreement and continue to have full force and effect.

13 **TERMINATION**

13.1 **Termination events**

Notwithstanding the provisions of Clause 3, the Company shall be entitled, but not bound, to terminate the Employment:

- (a) with immediate effect by giving to the Executive notice in writing at any time after the occurrence of any one or more of the following events:-
 - (i) if the Executive is guilty of any gross misconduct or behaviour which in the reasonable opinion of the Board tends to bring herself or the Company or any Group Company into disrepute; or
 - (ii) if the Executive commits any material or, following a written warning, persistent breach of this Agreement; or
 - (iii) if he becomes insolvent or bankrupt or compounds with or grants a trust deed for the benefit of his creditors; or
 - (iv) if his behaviour can reasonably be regarded as materially prejudicial to the interests of the Company or any Group Company, including if he is found guilty of any criminal offence punishable by imprisonment (whether or not such sentence is actually imposed); or
 - (v) has an order made against his disqualifying him from acting as a company director; or
 - (vi) if he becomes of unsound mind.
- (b) by giving not less than statutory notice in writing if the Executive has been prevented by reason of ill health, injury, from performing his duties under this Agreement for a period or periods aggregating at least 120 days in the preceding period of twenty four consecutive months provided that if at any time during the period of such notice and before the termination of the Employment the Executive shall provide a medical certificate satisfactory to the Board to the effect that he has fully recovered his physical and/or mental health and that no recurrence of illness or incapacity can reasonably be anticipated, the Company shall withdraw the notice.

13.2 **Termination on resignation as director**

If the Executive resigns as a director of the Company (otherwise than at the request of the Company), he shall be deemed to have terminated the Employment with effect from the date of his resignation and the Employment shall terminate at that time, unless the Company agrees with the Executive that the Employment should continue, in which case the Employment may be subject to any terms and conditions stipulated by the Company in its absolute discretion.

13.3 **No damages or payment in lieu of notice**

In the event of the Employment being terminated in accordance with Clause 13.1(a) or 13.2, the Executive shall not be entitled to receive any payment in lieu of notice nor make any claim against the Company or any Group Company for damages for

loss of office or termination of the Employment. Regardless of this, the termination shall be without prejudice to the continuing obligations of the Executive under this Agreement.

14 **EVENTS UPON TERMINATION**

14.1 **Obligations upon termination**

Immediately upon the termination of the Employment howsoever arising or immediately at the request of the Board at any time after either the Company or the Executive has served notice of termination of the Employment, the Executive shall:-

- (a) deliver to the Company all Works, materials within the scope of Clause 11.2 and all other materials and property including credit or charge cards, mobile telephone, computer equipment, disks and software, passwords, encryption keys or the like, keys, security pass, letters, stationery, documents, files, films, records, reports, plans and papers (in whatever format including electronic) and all copies thereof used in or relating to the business of the Company or the Group which are in the possession of or under the control of the Executive;
- (b) resign (without claim for compensation) as a director and from all other offices held by him in the Company or any Group Company or otherwise by virtue of the Employment. For the avoidance of doubt, such resignations shall be without prejudice to any claims the Executive may have against the Company or any Group Company arising out of the termination of the Employment; and
- (c) transfer without payment, to the Company, or as the Company may direct, any shares or other securities held by the Executive as nominee or trustee for the Company or any Group Company;

and should the Executive fail to do so the Company is hereby irrevocably authorised to appoint some person to sign any documents and/or do all things in his name and on his behalf necessary to give effect thereto.

14.2 **Loss of Discretionary Bonus**

On the termination of the Employment in accordance with the terms hereof the Executive shall not be entitled to any compensation or payment for the loss of any discretionary bonus which at the date of such termination has not fallen due in accordance with its terms.

15 **RECONSTRUCTION AND AMALGAMATIONS**

If the Company undergoes any process of reconstruction or amalgamation (whether or not involving the liquidation of the Company) and the Executive is offered employment by the successor or proposed successor to the Company on terms where there is no reduction in status (or change in status without the Executive's consent) and otherwise on which are not materially different or less favourable overall to those under this Agreement whether as to duties, responsibilities, remuneration or otherwise and the Executive does not accept the offer within one month of it being made, then the Executive shall have no claim against the

Company or the successor to the Company in respect of termination of this Agreement and the Employment.

16 DISCIPLINARY, DISMISSAL AND GRIEVANCE PROCEDURE

16.1 Disciplinary procedures

Any disciplinary or dismissal action taken in connection with the Employment will usually be taken in accordance with the Company's normal disciplinary and dismissal procedures (which are workplace rules and not contractually binding) a copy of which is available from the Secretary of the Company. If the Executive is dissatisfied with any disciplinary or dismissal decision taken in relation to the Executive, the Executive should refer to the disciplinary and dismissal procedure.

16.2 Grievance procedure

If the Executive wishes to obtain redress of any grievance relating to the Employment, he shall apply in writing to the Chairman of the Board, setting out the nature and details of any such grievance or dissatisfaction. Subsequent steps in the Company's grievance procedures are set out in the Company's normal grievance procedures (which are workplace rules and not contractually binding) a copy of which is available from the Secretary of the Company.

17 GENERAL

17.1 Provisions which survive termination

Any provision of this Agreement which is expressed or intended to have effect on, or to continue in force after, the termination of this Agreement shall have such effect, or, as the case may be, continue in force, after such termination.

17.2 No collective agreements

There are no collective agreements that directly affect the terms and conditions of the Employment.

17.3 Compliance with rules of law and the Model Code

During the Employment and at all times whilst the Executive remains a director of the Company, the Executive shall comply in all respects with every rule of law, code of best practice and any regulations or rules made and/or adopted by the Board from time to time.

18 DATA PROTECTION

The Executive acknowledges and agrees that the Company is permitted to hold personal information about the Executive as part of its personnel and other business records and may use such information in the course of the Company's or the Group's business. The Executive agrees that the Company may disclose such information to third parties in the event that such disclosure is in the Company's view required for the proper conduct of the Company's business or that of any Group Company. This Clause applies to information held, used or disclosed in any medium.

19 **AMENDMENTS, WAIVERS AND REMEDIES**

19.1 **Amendments**

No amendment or variation of this Agreement or any of the documents referred to in it (other than an alteration in the Basic Salary) shall be effective unless it is in writing and signed by or on behalf of each of the parties.

19.2 **Waivers and remedies cumulative**

19.2.1 The rights of each party under this Agreement:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

19.2.2 Any right of rescission conferred upon the Company by this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.

20 **ENTIRE AGREEMENT**

This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

21 **NO OUTSTANDING CLAIMS**

The Executive hereby acknowledges that he has no outstanding claims of any kind against the Company or any Group Company (other than in respect of remuneration and expenses due to the date of this Agreement but not yet paid).

22 **SEVERANCE AND FURTHER ASSURANCE**

22.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

22.2 Each party shall perform such acts and execute such documents as may be reasonably required for securing to or vesting in the other party the rights agreed to be granted to it under or pursuant to this agreement.

23 **NOTICE**

23.1 **Notices and deemed receipt**

Any notice hereunder shall be given by either party to the other either personally to the Executive or the Company Secretary (as appropriate) or sent in the case of the Company, to its registered office for the time being and, in the case of the Executive, to his address last known to the Company. Any such notice shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid

recorded delivery or registered post. Any such notice shall be deemed to have been received:-

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and
- (c) in the case of registered airmail, five days from the date of posting,

provided that if deemed receipt occurs before 9am on a business day the notice shall be deemed to have been received at 9am on that day and if deemed receipt occurs after 5pm on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9am on the next business day. For the purpose of this Clause, "**business day**" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

23.2 **No electronic service**

For the avoidance of doubt, notice given under this Agreement shall not be validly served if sent by e-mail.

24 **GOVERNING LAW AND JURISDICTION**

24.1 **Governing law**

This Agreement shall be governed and construed in accordance with the law of England.

24.2 **Jurisdiction**

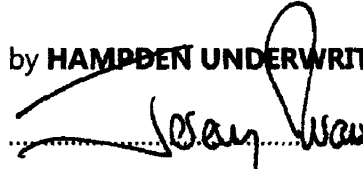
Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.

BY SIGNING THIS AGREEMENT THE EXECUTIVE ACKNOWLEDGES THAT THIS DOCUMENT RAISES LEGAL OBLIGATIONS AND RESTRICTIONS AND THE EXECUTIVE HAS HAD THE OPPORTUNITY AND HAS TAKEN INDEPENDENT LEGAL ADVICE

This Agreement has been entered into as a deed on the date first above written.

EXECUTED and DELIVERED as a Deed

by **HAMPDEN UNDERWRITING PLC** acting by

 Director

in the presence of

 Witness Signature

NLC SMITH Full Name

NORTON CHARITY Address

HOLLINGBOURNE, KENT

ME17 1QY

EXECUTED and DELIVERED as a Deed by

NIGEL HANBURY



in the presence of

 Witness Signature

MARTHA BRUCE Full Name

7 Clifton Terrace Address

**Cliftonville, Dorking
Surrey RH4 2JG**