

CHLOE CONNOR

Registered office: 46 Jamaica Street Liverpool L1 0AF

Company number:

Date 2/8/14

Dear MARK PATRICK

Appointment to the Board of
(the "Company")

CHLOE CONNOR

This deed sets out the main terms of your appointment as a director of the Company. It is agreed between us that this is a contract for services and is not a contract of employment.

By accepting this appointment, you confirm that you are not subject to any restrictions which prevent you from holding office as a director.

1. Term of Appointment

- 1.1. Subject to the remaining provisions of this letter, your appointment with the Company as a director will commence with effect from the date of this letter. Your appointment is subject to the Articles of Association of the Company ("Articles") as amended from time to time. 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.
- 1.2. Either party may terminate the appointment at any time by the giving to the other one month's prior written notice.
- 1.3. Notwithstanding paragraph 1.1, the Company may terminate your appointment with immediate effect if you have:
 - 1.3.1. committed a material breach of your obligations under this letter; or
 - 1.3.2. committed any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your statutory fiduciary duties or common-law duties); or
 - 1.3.3. been guilty of any fraud or dishonesty or acted in any manner which, in the opinion of the Company, brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company; or
 - 1.3.4. 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; or
 - 1.3.5. been disqualified from acting as a director.
- 1.4. On termination of your appointment, you shall at the Company's request, resign from your office as director of the Company.
- 1.5. On termination of the appointment, you shall only be entitled to accrued fees as at the date of termination together with reimbursement of any expenses properly incurred prior to that date.

2. Time Commitment

By accepting this appointment, you confirm that you are able to allocate sufficient time to the Company to discharge your responsibilities effectively.

3. Role and Duties

- 3.1. As a director you shall have the same general legal responsibilities to the Company as any other director and shall be required to take decisions in the best interests of the Company. The board of directors of the Company (the “Board”) as a whole is collectively responsible for the success of the Company. The Board's role is to:
 - 3.1.1. provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
 - 3.1.2. 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
 - 3.1.3. set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.
- 3.2. 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:
 - 3.2.1. the likely consequences of any decision in the long term;
 - 3.2.2. the interests of the Company's employees;
 - 3.2.3. the need to foster the Company's business relationships with suppliers, customers and others;
 - 3.2.4. the impact of the Company's operations on the community and the environment;
 - 3.2.5. the desirability of the Company maintaining a reputation for high standards of business conduct;
 - 3.2.6. the need to act fairly as between the members of the Company.
- 3.3. In your role as a director, you shall also be required to:
 - 3.3.1. at all times comply with the Articles and constitution of the Company;
 - 3.3.2. abide by your statutory, fiduciary or common-law duties as a director of the Company;
 - 3.3.3. diligently perform your duties and use your best endeavours to promote, protect, develop and extend the business of the Company;
- 3.4. You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary in order to enable you to discharge your duties.

4. **Conflicts of Interest**

Both prior to your appointment, and at any time during the term of your appointment, you agree to disclose to the Board (and keep disclosed) any other appointment(s) which you reasonably believe conflict (whether potentially or actually) with the interests of the Company at that time or at any time in the future.

5. **Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed. No person other than you and the Company shall have any rights under this deed and the terms of this deed shall not be enforceable by any person other than you and the Company.

6. **Entire Agreement**

This deed, read in conjunction with the Memorandum and Articles of Association of the Company, contains the entire agreement between you and the Company concerning your appointment as a director and it supersedes all previous agreements, whether written, oral or implied.

7. **Governing Law**

Your appointment and the terms of this deed shall be governed by and construed in accordance with the law of England and Wales.

Executed as a deed by

CHLOE CONNOR.

Acting by Director

Director name:

MARK PATRICK.

In the presence of

Witness signature

Witness name

GORDON HOGG
1st Floor West
CROWOOD HOUSE, GIPSY LANE,
SWINDON, WILTS SN2 8Y4.

Witness address

PRODUCT SPECIALIST.

Witness occupation