

DATED 22 August 2014

(1) Trimix Limited

(2) John Samuel Lodge

SERVICE CONTRACT

THIS CONTRACT is made the 22 day of August 2014

BETWEEN:

- (1) Trimix Limited a company registered in England and Wales under number 09161357 whose registered office is at 17 Hilbre Road, West Kirby, Merseyside, England CH48 3HA (hereinafter referred to as "we", "us" or the "Company"); and
- (2) John Samuel Lodge of 127 Malmstone Avenue, Merstham, Redhill, RH1 3JH (hereinafter referred to as "you" or the "Executive").

IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following expression have the following meanings:

"the Board"	means the board of directors of the Company for the time being;
"the Commencement Date"	means the date of this Contract;
"Contract"	means this service contract;
"the Group"	means the Company and any other company (wherever incorporated) which, at the relevant time, is a holding company or a subsidiary (other than the Company) of a holding company of the Company, and "member of the Group" shall be construed accordingly;
"Termination Date"	means the date on which the employment of the Executive terminates, whenever it arises; and
"Working Day"	means a weekday other than Saturdays, Sundays and public holidays in the United Kingdom.

- 1.1 Any reference to a statutory provision is a reference to that provision as for the time being re-enacted, amended, modified or extended.
- 1.2 The headings in this Contract are for convenience only and shall not affect its interpretation.
- 1.3 This Contract includes the particulars which the Company is required to provide in accordance with the Employment Rights Act 1996, Employment Act 2002 and Working Time Regulations 1998.

2. Appointment of the Executive

- 2.1 The Company will employ the Executive and the Executive will serve the Company as Director.
- 2.2 The Executive is required to comply with the Company's rules, regulations and policies for its employees from time to time in force.

- 2.3 The employment of the Executive under this Contract shall begin on the Commencement Date and shall (subject as hereinafter provided) continue for 12 months from that date (the "Initial Period") and thereafter until terminated in accordance with the provisions of this Contract.
- 2.4 In accepting his appointment, it shall be deemed that the Executive has accepted all the terms and conditions set out in this Contract.

3. Duties of the Executive

- 3.1 In the capacity specified in Sub-clause 2.1 the Executive shall during the continuance of this Contract:
- 3.1.1 faithfully and diligently exercise and carry out all such powers and duties in relation to the Company and the Group and its business and the respective businesses of the members of the Group, as may from time to time be conferred on him or vested in him by the Board;
 - 3.1.2 at the request of the Board serve as director of the Company and any member of the Group and except with the consent of the Board not resign from office as such director;
 - 3.1.3 obey all lawful and reasonable directions of the Board;
 - 3.1.4 use his best endeavours to promote the interests of the Company or any member of the Group;
 - 3.1.5 keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company or any member of the Group and provide such explanations as the Board may require;
 - 3.1.6 not at any time make any untrue or misleading statement relating to the Company or any member of the Group;
 - 3.1.7 unless prevented by incapacity, illness or injury, devote the whole of his working time, attention and skill to his duties and to the furtherance of the businesses and interests of the Company and the Group;
 - 3.1.8 conform to such hours of work as may from time to time be reasonably required of him on the understanding that the performance of his duties may require the Executive to work outside the Company's normal business hours of 9 am to 6 pm. There is no entitlement to be paid extra remuneration for any additional hours worked in excess of basic weekly hours, as this obligation has already been taken into consideration by the Company in determining salary levels;
 - 3.1.9 in pursuance of his duties hereunder perform such services for members of the Group other than the Company as the Board may from time to time reasonably require;
 - 3.1.10 undertake such travel both within the United Kingdom and abroad as may be reasonably necessary for the proper performance of his duties; and
 - 3.1.11 serve the Company and any member of the Group at its principal place of business within the United Kingdom or on a temporary basis at such other place or places at which it has or hereafter acquires a place of business as the Board shall reasonably determine.
- 3.2 The Executive shall not at any time during the continuance of this Contract do

anything which may in the reasonable opinion of the Board bring the Company or any member of the Group into disrepute or harm the goodwill or the reputation of the Company or any member of the Group.

- 3.3 The Executive shall not at any time during the continuance of this Contract without the previous written consent of the Board engage or be concerned or interested, either directly or indirectly, in any other trade, profession, business or occupation which in the reasonable opinion of the Board would materially interfere with the proper performance of his duties or hold any directorship in any company other than a member of the Group without prior written approval from the Board.
- 3.4 Nothing contained in this Contract shall preclude the Executive from being interested in no more than 3% per cent of the issued shares or other securities of any class of any company which are listed or dealt in on a recognised Stock Exchange.

4. Remuneration and Expenses

- 4.1 During the continuance of this Contract the Company shall pay to the Executive as remuneration for his services hereunder a salary at the rate of £10,000 per annum as from the Commencement Date. The salary payable is dependant upon services being performed.
- 4.2 The Executive's salary under this Contract shall be inclusive of any fees to which the Executive shall be entitled as a director of the Company or of any other member of the Group.
- 4.3 The Company shall reimburse the Executive for all reasonable travelling, hotel and other out of pocket expenses which he may properly incur in carrying out his duties, other than the Executive's expenses of travelling between his normal place of residence and the place at which he normally carries out his duties. The Executive shall produce to the Company receipts for such expenses or other reasonable and proper evidence thereof to the satisfaction of the Board.
- 4.4 The Company shall be entitled at any time during the Executive's employment to deduct from the Executive's remuneration or expenses any monies due to the Company.
- 4.5 The Company shall be entitled to perform any of its obligations under this Clause 4 either by itself or through any other member of the Group.

5. Pension and Benefits

The designated pension scheme is Trimix Limited Pension Scheme. Details can be found in the pension scheme handbook. The scheme is a non contributory occupational money purchase scheme. The Company will contribute 10% of your annual salary to the pension scheme.

- 5.1 A contracting out certificate is not in force.
- 5.2 The Company reserves the right to terminate its participation in any scheme specified in Sub-clause 5.3 or substitute another scheme, or alter the benefits available to the Executive under any of the schemes.
- 5.3 For the avoidance of doubt, participation in any Company scheme as

described in Sub-clause 5.3 is without prejudice to the Company's right to terminate employment for whatever reason and at any time, with or without notice, in accordance with Clause 14 below.

- 5.4 The Company shall be entitled to perform any of its obligations under this Clause 5 either by itself or through any other member of the Group.

6. Collective agreements

There are no collective agreements relevant to the Executive's employment.

7. Holidays

- 7.1 The Executive shall be entitled to 20 working days' paid holiday in each calendar year inclusive of statutory and public holidays.
- 7.2 Holiday shall be taken at such times as the Board may approve and in accordance with guidelines established by the Board from time to time.
- 7.3 The Executive shall not be entitled to carry forward any unused holiday entitlement from one calendar year to the next without first obtaining consent from the Board.
- 7.4 If the employment of the Executive shall be terminated, otherwise than by reason of his dismissal under Sub-clauses 14.2.3, 14.2.4, 14.2.5, or 14.2.6 during any calendar year before he has had his full entitlement to holidays for that year, then he shall be entitled to holiday pay on the basis of 1/260th, for each day of his entitlement accrued and not taken at such termination.
- 7.5 If the employment of the Executive shall be terminated for any reason during any calendar year and the Executive has exceeded his prorated holiday entitlement, the Company will deduct a payment in lieu of days holiday taken in excess of your prorated holiday entitlement, on the basis of 1/260th, from any monies due or thereafter becoming due from the Company to the Executive.

8. Sickness and Medical Examination

- 8.1 If the Executive shall at any time be incapacitated or prevented by illness, injury, accident or any other circumstances beyond his control (hereinafter referred to as "Incapacity") from carrying out in full his duties under this Contract he shall for the first 28 weeks of his Incapacity in any period of 12 months be entitled to receive his salary at full rate and thereafter shall receive such (if any) sums by way of remuneration during periods of his Incapacity as the Board may decide; the Executive shall claim all State sickness benefits available to him and account to the Company for all such state benefits received by him during any period for which his salary is paid under this Sub-clause 8.1.
- 8.2 Any salary paid to the Executive by virtue of Sub-clause 8.1 in respect of any period shall satisfy any entitlement of the Executive to receive Statutory Sick Pay from the Company in respect of that period.
- 8.3 If at any time during the continuance of this Contract the Executive suffers

from Incapacity which is or appears to be occasioned by the negligence of a third party in respect of which damages are or may be recoverable, the Executive shall forthwith notify the Board of that fact and of any claim, compromise, settlement or judgement made or awarded in connection therewith and shall give to the Board all such particulars of such matters as the Board may reasonably require and shall if so required by the Board refund to the Company such sum (not exceeding the amount of damages recovered by him under such compromise, settlement or judgement borne by the Executive and not exceeding the aggregate of the remuneration paid to him by way of salary and commission in respect of the period of his incapacity) as the Board may determine.

- 8.4 The Board may at its discretion require the Executive to provide evidence satisfactory to the Board of any sickness, injury or Incapacity of the Executive and at least once in each calendar year and otherwise as the Board may determine the Executive will be required to undergo a medical examination by a medical practitioner nominated by the Company. The Company shall bear the cost of any such examination and shall be entitled to full disclosure of the results thereof.

9. Maternity Leave

The Company will comply with its statutory obligations in respect of Maternity Leave.

10. Paternity Leave

The Company will comply with its statutory obligations in respect of Paternity Leave.

11. Company Car

The Executive's offer letter will state whether they are entitled to a car allowance or to a Company car. If the Executive is entitled to a car allowance the offer letter will specify the amount of the allowance, which will be paid monthly in arrears with their salary. If the Executive is entitled to a Company car, the Offer Letter will specify the maximum value of the car and the Executive will also be issued with a copy of the Company's Car Policy setting out the terms and conditions which apply to their use of the car. If provided with a car, the Executive shall take good care of the car, comply with the Company's Car Policy and ensure that the provisions of any policy of insurance notified to the Executive are fully observed.

12. Confidentiality

12.1 The Executive shall:

- 12.1.1 at all times refrain from disclosing to any person any trade secret, or any information concerning the organisation, business, affairs, finances or transactions of the Company or any member of the Group which is of a confidential nature which may come to his knowledge during his employment hereunder (except where such disclosure is made in the proper performance of his duties or, properly authorised by the Board or in compliance with the order of a court of competent jurisdiction);

12.1.2 during the continuance of this Contract use all reasonable endeavours to prevent the disclosure of any such trade secrets and confidential information;

12.1.3 keep with complete secrecy all such trade secrets and confidential information entrusted to him; and

12.1.4 not use or attempt to use any such trade secrets or confidential information in any manner which is not in the proper performance of his duties hereunder or which may injure or cause loss either directly or indirectly to the Company or its business or may be likely so to do.

12.2 The provisions of Sub-clause 12.1 shall be without prejudice to Clause 13 hereof and shall continue to apply after the termination of this Contract without time limitation but shall cease to apply to information or knowledge which may come into the public domain through no fault of the Executive.

12.3 The Executive shall not during the continuance of this Contract make, otherwise than for the benefit of the Company:

12.3.1 any notes or memoranda; or

12.3.2 by any other means of data storage, assemble or prepare data or information

relating to any matter within the scope of business of the Company or any member of the Group or concerning any of the Company or any member of the Group's dealings or affairs.

12.4 The Executive shall not either during the continuance of this Contract or after its termination use or permit to be used any notes, memoranda, data or information referred to in Sub-clause 12.3 above otherwise than for the benefit of the Company, it being the intention of the parties that all such notes, memoranda, data and information made, assembled or prepared by the Executive shall be the property of the Company and that the same shall be surrendered or delivered to the Company upon the termination of the Executive's employment hereunder.

13. Intellectual Property

13.1 In this Clause:

“Design”

means any design which is registrable under the Registered Designs Act 1949 or in respect of which design rights subsist under Section 213 of the Copyright, Designs and Patents Act 1988;

“Drawing”

means any drawing, picture, photograph, plan or sketch in any form;

“Invention”

means any invention whether patentable or not under the Patents Act 1977 or by virtue of any international convention or treaty, together with the right to apply in any part of the world for appropriate protection therefor;

“Know-how”

means any method, technique, discovery, secret process or the like not amounting to an invention, and any associated data or technical information;

“Records”	means any samples, models, documents (as defined in Section 13 of the Civil Evidence Act 1995), notebooks or other records in any form, including data stored in a computer or otherwise; and
“Software”	means any computer programs, including preparatory design material therefor, any documentation relating thereto, and any media containing or recording any part of any of the foregoing items.

- 13.2 Inventions and any Know-how which are made, obtained, acquired, produced or found by the Executive during the course of his employment shall, subject to the provisions of the Patents Act 1977, belong exclusively to the Company, and the Executive shall upon making, obtaining, acquiring, producing or finding such Invention or Know-how forthwith disclose the same to the Company or as it may direct.
- 13.3 The Company and the Executive shall each keep confidential any Invention which is disclosed to the Company by the Executive until its ownership has been determined. If the Invention belongs to the Executive the Company shall thereafter continue to keep it confidential, but shall have 90 days from the date of its disclosure to the Company to consider whether to make an offer for it, during which time the Executive, shall not disclose, license or assign the Invention to any other person. If the Invention belongs to the Company, the Executive shall thereafter continue to keep it confidential until it is published by or with the consent of the Company.
- 13.4 The signature by the Executive, as inventor, of any assent which may be required for, or which forms part of, any application for protection of any Invention which belongs to or is acquired by the Company, shall operate as a binding acknowledgement by the Executive that, insofar as the subject of that application is not already vested in the Company by operation of law, it is one in respect of which the right to apply for protection, the right to claim priority for that application under any treaty, convention or otherwise and the beneficial interest in any protection that may be obtained, is vested in the Company.
- 13.5 All Designs, Drawings, Records and Software which are made by the Executive in the course of his employment shall belong exclusively to the Company, together with any copyright or design rights therein (whether registrable or unregistrable); the right to apply throughout the world for appropriate protection therefor, whether by virtue of any treaty, convention or otherwise; and all other rights of a like nature therein which are conferred under the laws of the United Kingdom and all other countries of the world, for the full term thereof and any renewals or extensions thereof.
- 13.6 In respect of any Invention made by the Executive which belongs to or is acquired by the Company and any Design made by the Executive in the course of his employment, the Executive shall, if and when required to do so by the Company, at any time both during the period of or after the termination of his employment by the Company, and at the Company's expense but for no further consideration:
- 13.6.1 furnish any description, drawing, specification or other information which the Company may require in relation to such Invention or Design;

- 13.6.2 apply for or join in applying for a patent, registered design or such other protection as the Company may require in relation to such Invention or Design;
- 13.6.3 execute all such documents and do all such acts and things as the Company may reasonably require to obtain such patent, registered design or other protection and to vest the same and all rights therein and the title thereto absolutely in the Company or in such persons as the Company may direct and to maintain such patent, registered design or other protection in force or to extend the term thereof.
- 13.7 The Executive shall forthwith deliver up to the Company all Designs, Drawings, Records and Software which are made by the Executive in the course of his employment:
 - 13.7.1 on request by the Company at any time during the period of his employment; and
 - 13.7.2 on the termination of his employment;
- 13.8 The provisions of this Clause 13 shall continue to apply after termination of this Contract without limit in point of time.

14. Termination

- 14.1 The employment of the Executive shall terminate automatically without breach by either party when:
 - 14.1.1 the Executive ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; or
 - 14.1.2 the Executive resigns from office.
- 14.2 The Company may (without prejudice to and in addition to any other remedy) forthwith terminate this Contract without prior notice to the Executive or payment in lieu thereof if the Executive:
 - 14.2.1 is being treated by a registered medical practitioner who gives a written opinion to the company stating that the Executive has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 14.2.2 is subject to a court order by reason of his mental health, which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have;
 - 14.2.3 has a bankruptcy order made against him;
 - 14.2.4 makes a composition with his creditors generally in satisfaction of his debts;
 - 14.2.5 is convicted of any criminal offence (other than an offence under the Road Traffic Acts for which a penalty of imprisonment is not imposed or an offence which in the reasonable opinion of the Board does not affect his office hereunder or bring the Company into disrepute); or
 - 14.2.6 is guilty of dishonesty or gross misconduct during the course of his employment or if he conducts himself outside the course of his employment in such a manner that in the reasonable opinion of the Board the interests of the Company or any member of the Group might be prejudiced.

- 14.3 Upon termination of this Contract under Sub-clause 14.2 the Executive shall be paid his salary accrued to the date of termination, but he shall not be entitled to any other payment or compensation whatsoever in respect of such termination.
- 14.4 The Executive's employment may be terminated by the Company giving to the Executive not less than 3 months' written notice or the Executive giving to the Company not less than 3 months' written notice expiring on or at any time after the end of the Initial Period.
- 14.5 On the termination of the Executive's employment for any reason:
- 14.5.1 the Company shall be entitled to deduct from any monies due or thereafter becoming due from the Company to the Executive any monies which may then be due or thereafter become due from the Executive to the Company;
- 14.5.2 any provision of this Contract which is expressed to have effect after its termination shall continue in force in accordance with its terms; and
- 14.5.3 the Executive shall forthwith deliver up to the Company in accordance with its instructions all equipment, correspondence, records, specifications, software, models, reports, notes, memoranda, data or information referred to in Sub-clause 12.3 above and other documents (and any copies thereof) and any other property which may be in his possession or under his control which belong to the Company or which relate in any way to the business of any member of the Group (including but not limited to the Company car, keys, credit cards and passes) which are in the Executive's possession or under the Executive's control. The Executive will, if so required by the Company, confirm in writing that he has complied with his obligations under this Sub-clause 14.6.3.

15. Non-Compulsory Retirement

The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to retire voluntarily at any time, provided that you give the required period of notice to terminate your employment.

16. Gardening Leave

The Company reserves the right to require the Executive not to attend at work and/or not to undertake all or any of their duties of employment during any period of notice of termination, whether given by the Executive or the Company, provided always that the Company shall continue to pay the Executive's salary and provide employee benefits (apart from the Company car) in such circumstances.

17. Consequences of Termination

- 17.1 Upon the termination of the employment of the Executive under this Contract for whatever reason the Executive shall upon the request of the Company resign without claim for compensation from office as a director of the Company and any other member of the Group and from all offices held by him in any such company and in the event of his failure to do so the Company is hereby irrevocably authorised to appoint some person in his name and on his behalf to execute any documents and to do all things requisite to give effect

thereto. Any resignation pursuant to this Sub-clause shall be without prejudice to any claim for breach of this Contract but the Executive shall not be entitled to any damages or compensation by reason of the termination of his appointment as director of the Company and/or any other member of the Group following on termination of this Contract.

- 17.2 The Executive shall not at any time after the termination of his employment hereunder, howsoever caused, represent himself as being in any way connected with or interested in the business of the Company or any member of the Group.

18. Amalgamation and Reconstruction

- 18.1 If before the expiration of this Contract the employment of the Executive hereunder shall be terminated by reason of the liquidation of the Company for the purpose of amalgamation or reconstruction or as part of any arrangement for the amalgamation or reconstruction of the Company not involving liquidation and the Executive shall be offered employment with the amalgamated or reconstructed company for a period not less than the then unexpired term of this Contract and on terms not less favourable than the terms of this Contract, the Executive shall have no claim against the Company in respect of the termination of his employment hereunder.
- 18.2 If before the expiration of this Contract the Company or a major part thereof shall be disposed of or its operations or a major part of its operations shall be discontinued and the Executive shall be offered employment by any other member of the Group of a status commensurate with his status hereunder and which is otherwise suitable having regard to the circumstances appertaining to the Executive and on terms as to duration and otherwise no less favourable than the terms of this Contract, the Executive shall have no claim against the Company in respect of the termination of his employment hereunder.

19. Competition

- 19.1 For the purposes of this Clause 19:

"Company"	includes any member of the Group;
"Restricted Period"	shall mean the period of 9 months commencing on the Termination Date;
"Specified Area"	means United Kingdom;
"Specified Business"	means contract services and such other business as the Board may decide from time to time;

“Specified Capacity”

means each of the following capacities:

1. as principal whether solely or jointly with any other person;
2. as partner with any other person;
3. as agent for any other person;
4. as trustee for any other person;
5. as an employee of any other person;
6. as a consultant or adviser to any other person;
7. as an officer of any company; or
8. as the owner of any interest in any shares or other securities in any company (except as provided in Sub-clause 3.4);

- 19.2 Since the Executive is likely to obtain in the course of his employment with the Company confidential information of the Company he hereby agrees that in addition to the restrictions contained in Clauses 12 and 13 he will be bound by the restrictions set out in Sub-clause 19.3.
- 19.3 The Executive shall not, directly or indirectly, during the Restricted Period within the Specified Area in any Specified Capacity:
- 19.3.1 solicit or endeavour to solicit from any person who shall have been a client or customer or potential customer of the Company during the 12 months preceding such termination any business falling within the definition of “Specified Business” set out in Sub-clause 19.1;
- 19.3.2 attempt to induce any person to leave the employment of the Company or to cease to provide his services to the Company;
- 19.3.3 employ or obtain the services of any person who within six months prior to the termination of the Executive's employment hereunder was an officer employee or consultant of the Company; or
- 19.3.4 carry on or be interested in all or any of the Specified Business.
- 19.4 The restrictions in Sub-clause 19.3 are considered by the parties to be reasonable in all the circumstances, but if any such restriction shall be held by any court to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company the said restrictions shall apply with such modifications as may be necessary to render them valid and effective.
- 19.5 Each of the obligations contained in Sub-clause 19.3 shall be taken as separate and several obligations.

20. Staff Handbook and Employment Policies

All Executives have a duty to adhere to the Company's other policies from time to time in force, including but not exclusive to the Company's Health and Safety, Fire Safety, Sickness and Absence and Equal Opportunities Policies.

21. Notices

Any notice to be given under this Contract maybe served by prepaid registered letter sent through the post addressed, in the case of a notice to be given to the Executive, to him at his last known place of residence and, in the case of a notice to be given to the Company, to it as its registered office for the time being; and any notice so served shall be deemed to have been served 48 hours after it was posted and proof that the notice was properly addressed, prepaid and posted shall be sufficient evidence of service.

22. Data Protection

You agree to the Company holding and processing, both electronically and manually, personal data about you (including sensitive personal data as defined in the Data Protection Act 1998) for the operations, management, security or administration of the Company and for the purpose of complying with applicable laws, regulations and procedures.

23. Governing Law

This Contract shall be interrupted and enforced in accordance with the laws of England and Wales and the parties hereto submit to the non-exclusive jurisdiction of the English and Welsh courts.

24. Previous Agreements and Contracts

This Contract supersedes and is in substitution for any subsisting agreements or contracts between the Company or any member of the Group and the Executive relating to his employment and all such subsisting agreements and contracts shall be deemed to have been terminated by mutual consent with effect from the Commencement Date.

25. Severability

The various Clauses and Sub-clauses of this Contract and attached Schedule are severable, and if any provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts.

26. Supplemental

The provisions of the Schedule hereto shall have effect for the purposes of the Employment Rights Act 1996 and the Employment Act 2002.

THE SCHEDULE

1. The Company's Disciplinary Policy and Procedures are applicable to the Executive and a copy has been supplied to the Executive. The Board is entitled to amend such disciplinary rules from time to time as it thinks fit.
2. The Company's Grievance Procedure Policy is available on request from the personnel officer. This policy does not form part of the Executive's terms and conditions of employment.
3. The Executive may appeal against any disciplinary action or any grievance matters that have not been resolved to their satisfaction. Any decisions made by the Board or a committee of the board at the appeal meeting shall be final and binding.
4. The date on which the Executive's period of continuous employment began is the 22 August 2014.

IN WITNESS WHEREOF this Contract has been duly executed the day and year first above written.

EXECUTED by

Trimix Limited

acting by:



EXECUTED by:

John Samuel Lodge

