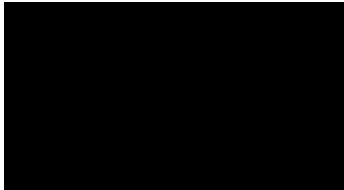


**Private & Confidential**

John Hutchinson



24 December 2021

Dear Mr Hutchinson

**Appointment as non-executive director of Electric Guitar plc (Company Number: 13288812) (the "Company")**

I am pleased to confirm that the board of directors of the Company (the "**Board**") has approved your appointment as a non-executive director and Chairman of the Company on the terms set out in this letter (the "**Appointment**").

If you are unhappy with any of the terms of the Appointment, or need any more information, please let me know.

By accepting the Appointment, you confirm that you are not subject to any restrictions which prevent you from holding office as a director of the Company.

This letter constitutes a contract for services and not a contract of employment.

**1 Appointment and term**

- 1.1 The Appointment will commence on the date on which the Company's entire issued share capital is admitted to trading on the main market operated by the London Stock Exchange plc ("**Admission**") and, unless terminated earlier in accordance with the terms of this letter, will continue for an initial term of three years from the date of Admission. Either party may terminate the Appointment at any time by giving to the other not less than 1 months' prior written notice. For the avoidance of doubt, if Admission does not occur on or prior to 31 January 2022, the terms of this Letter will lapse and shall not take effect.
- 1.2 The Appointment is subject to the articles of association of the Company as amended from time to time (the "**Articles**") and 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. Under the Articles, the continuation of the Appointment is subject to your election as a director by the shareholders of the Company at the Company's next annual general meeting and to your re-election at any

Electric Guitar PLC  
The Anchorage  
34 Bridge Street  
Reading  
RG1 2LU

subsequent annual general meeting at which you are required to retire in accordance with the Articles.

- 1.3 Notwithstanding Clauses 1.1 and 1.2, the Company may terminate your appointment with immediate effect if:
  - 1.3.1 you cease to be a director of the Company by reason of your vacating office pursuant to any provision of the Articles or any verdict, judgment or court order; or
  - 1.3.2 you are convicted of any arrestable criminal offence (other than an offence under road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed); or
  - 1.3.3 you resign as a director; or
  - 1.3.4 you are disqualified from acting as a director; or
  - 1.3.5 you are 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
  - 1.3.6 in the reasonable opinion of the Board, your position as a non-executive director becomes untenable due to a conflict of interest; or
  - 1.3.7 you commit any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your fiduciary duties and all general duties imposed by law including those contained in the Companies Act 2006) and/or you cease to contribute effectively or to demonstrate commitment to the role; or
  - 1.3.8 you are guilty of any fraud or dishonesty or act 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
  - 1.3.9 you are unable to perform your duties to the reasonable satisfaction of the Board; or
  - 1.3.10 you breach the provisions of UK MAR (as defined in Clause 9.1 below) and/or the Company's share dealing policies; or
  - 1.3.11 you fail to comply with the Bribery Act 2010 (or any equivalent legislation in another jurisdiction) or the Company's anti-corruption and/or bribery policy and procedures
- 1.4 It is a condition of this Appointment that, at the same time as entering into this letter agreement, you execute the power of attorney attached as the schedule to this letter agreement.
- 1.5 Continuation of the Appointment is contingent on your continued satisfactory performance and re-election by the shareholders and any relevant statutory provisions relating to removal of a director. If the shareholders do not confirm your appointment or re-elect you as a director, or you are retired from office under the Articles, your appointment shall terminate automatically, with immediate effect and without compensation.

- 1.6 Upon the expiry of the initial term of the Appointment in accordance with Clause 1.1, your Appointment as a non-executive director of the Company may be renewed for a further three-year term if mutually agreed. Any such renewal will be subject to Board approval and any necessary re-election by the shareholders of the Company. Notwithstanding any mutual expectation, neither party has any right or obligation as regards any such renewal.

## **2 Role**

- 2.1 During the Appointment, you may be required to serve as a member of any committee of the Board. You will be provided with the terms of reference of any committee on which you are required to serve at the time of your appointment to it. The terms of any such appointment will be set out in a separate communication.

- 2.2 Your performance and role will be subject to annual evaluation by the Company but either party is free to raise with the other any issues of concern at any time and, in your case, these should be raised with or by the chair of the Board.

- 2.3 As a non-executive director of the Company you are required to:

- 2.3.1 comply at all times with:

- (a) all your common law and statutory duties including those under the Companies Act 2006;
- (b) all codes of conduct relating to you as a director including the UK Corporate Governance Code, the UK MAR (as defined in Clause 9.1 below) and the Disclosure Guidance and Transparency Rules;
- (c) the Articles and the Company's rules and procedures relating to corporate governance as notified to you from time to time and all of the Company's rules and policies implemented from time to time that are relevant to your conduct, including (but not by way of limitation) in relation to anti-bribery;

- 2.3.2 without prejudice to the generality of the above:

- (a) establish a strategy and business model which promote long-term sustainable success of the Company and generate value for shareholders;
- (b) ensure effective engagement with, and encourage participation from shareholders and stakeholders;
- (c) seek to understand and meet shareholder needs and expectations;
- (d) take into account wider stakeholder and social responsibilities and their implications for long-term success;
- (e) embed effective risk management, considering both opportunities and threats throughout the organisation;

- (f) act with integrity and promote a corporate culture that is based on ethical values and behaviours;
- (g) maintain governance structures and processes that are fit for purpose and support good decision-making by the Board; and
- (h) communicate how the Company is governed and is performing by maintaining a dialogue with shareholders and other relevant stakeholders.

2.4 In your role as a non-executive director of the Company, you are also required to:

- 2.4.1 provide constructive challenge, strategic guidance, offer specialist advice and hold management to account;
- 2.4.2 scrutinise and hold to account the performance of management and individual executive directors against agreed performance objectives;
- 2.4.3 have a prime role in appointing and, where necessary, removing executive directors and in succession planning;
- 2.4.4 take opportunities, such as attendance at general and other meetings, to understand shareholder concerns and to meet with key customers and members of the workforce from all levels of the organisation to have an understanding of the business and its relationships with significant stakeholders;
- 2.4.5 consider ways of reaching out to increase your visibility with the workforce and gain insights into the culture and concerns at different levels of the business;
- 2.4.6 devote time to developing and refreshing your knowledge and skills;
- 2.4.7 uphold the highest standards of integrity and support the directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
- 2.4.8 insist on receiving high-quality information sufficiently in advance of Board meetings and seek clarifications or amplifications if you consider the information provided is inadequate or lacks clarity;
- 2.4.9 take into account the views of shareholders, workforce and other stakeholders where appropriate;
- 2.4.10 make sufficient time available to discharge your responsibilities effectively;
- 2.4.11 exercise relevant powers under, and abide by, the Articles and take decisions collectively and fairly and exercise any power vested in you in good faith in the interests of the Company;
- 2.4.12 disclose the nature and extent of any direct or indirect interest you may have in any matter being considered at a Board or committee meeting and, except as permitted under the Articles, you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest;

- 2.4.13 immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee, agent, officer, consultant, contractor or worker of the Company or any Group Company of which you are, or ought reasonably to be, aware to the Chief Executive Officer;
  - 2.4.14 exercise your powers as a director in accordance with the Company's policies and procedures and the Bribery Act 2010; and
  - 2.4.15 not do anything that would cause you to be disqualified from acting as a director of the Company.
- 2.5 As a non-executive director of the Company, you have the same general legal responsibilities to the Company as any other director. You are expected to perform your duties (whether statutory or common law and whether fiduciary or not) faithfully, diligently and to a standard commensurate with both the functions of your role and your knowledge, skills and experience.
- 2.6 You must have particular regard to the general duties of directors under Part 10 of the Companies Act 2006. In accordance with section 172 of that Act, each director of the Company must act in the way he/she considers, 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, each director must have regard (amongst other matters) to:
- 2.6.1 the likely consequences of any decision in the long term;
  - 2.6.2 the interests of the Company's employees;
  - 2.6.3 the need to foster the Company's business relationships with suppliers, customers and others;
  - 2.6.4 the impact of the Company's operations on the community and the environment;
  - 2.6.5 the desirability of the Company maintaining a reputation for high standards of business conduct; and
  - 2.6.6 the need to act fairly as between members of the Company.
- 2.7 In addition, in your role as Chairman you should:
- 2.7.1 lead the Board effectively and oversee the adoption, delivery and communication of the Company's rules and procedures relating to corporate governance as notified to you from time to time;
  - 2.7.2 ensure adequate separation from the day-to-day business to be able to make independent decisions;
  - 2.7.3 display clear vision and focus on strategy, acting in a manner that brings together the various characteristics, skills, qualities and experience of the other members of the Board;
  - 2.7.4 foster a positive governance culture throughout the Company;

- 2.7.5 be visible in the role of Chairman, ensuring that the Board is being run with the appropriate level of engagement and time commitment;
  - 2.7.6 ensure the Board agenda concentrates on the key issues, both operational and financial, with regular reviews of the Company's strategy and its overall implementation;
  - 2.7.7 ensure that the Board receives accurate, timely and clear information and ensure that there are good information flows within the Board and its committees as well as between the non-executive directors and senior management; and
  - 2.7.8 ensure decision-making and sound judgement are not negatively influenced by personal conflicts of interest or inappropriate reliance on previous experience and past decisions.
- 2.8 Except as specifically authorised by the Board, you have no authority to commit the Company in any way or enter into any legally binding contract or obligation on behalf of the Company.

### **3 Time commitment**

- 3.1 You are required to devote such time to your role as a non-executive director of the Company as is necessary for the proper performance of your duties.
- 3.2 The commitment required of you includes attendance at regular meetings of the Board, the annual general meeting, meetings of the non-executive directors, meetings with shareholders, updating and training meetings and meetings forming part of the Board evaluation process. You are expected to attend all these meetings unless urgent and unavoidable circumstances prevent you from doing so. In addition, you are expected to devote appropriate preparation time in advance of each meeting.
- 3.3 The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time on work for the Company in relation to ad hoc matters which may arise from time to time (and particularly when the Company is undergoing a period of increased activity). At certain times, it may be necessary to convene additional Board or shareholder meetings which you will be expected to prepare for and attend.
- 3.4 The overall time commitment required of you as stated in Clause 3.1 will increase if you become a member of a committee of the Board. Details of the expected increase in time commitment will be covered in any relevant communication confirming the additional responsibilities concerned.
- 3.5 By accepting this Appointment, you confirm that, taking into account all of your other commitments, you are able to, and shall, allocate sufficient time to the Company to discharge your responsibilities effectively.

### **4 Fees and expenses**

- 4.1 You will be paid a fee for your services as a non-executive director of the Company at the rate of £12,000 gross per annum. This fee will accrue from day to day and be paid in arrears in

equal monthly instalments through PAYE after deduction of income tax and other statutory deductions which the Company is, by law, obliged to deduct. The fee will be subject to periodic review by the Board.

- 4.2 You will also receive a bonus following completion by the Company of the first acquisition by the Company of a target company or business as part of the Company's overall business objective and strategy, as described in *Part I: Information on the Company, Investment Opportunity, and Strategy* of the Company's prospectus issued in connection with Admission ("**Acquisition**") the precise timing of which will be determined by the Company ("**Bonus Payment**").

- 4.3 The Bonus Payment shall (before the deduction of tax or any other applicable sum) be an amount equal to £X where:

$$\text{£X} = \text{NM} \times \text{£1,916.67; and}$$

NM = the number of whole calendar months which elapse between (i) Admission and (ii) completion of the Acquisition.

- 4.4 The Bonus Payment will not be payable unless, on the date payment of the Bonus Payment is made, you are still employed or engaged by the Company or a Group Company and neither you nor the Company or such Group Company has given or received notice of termination of employment or engagement. The making of the Bonus Payment to you in connection with the first Acquisition will not confer upon you or imply a right to a bonus payment in respect of any future period. The Bonus Payment shall not form part of your contractual remuneration under this letter.

4.5

- 4.6 The Company will reimburse you for all reasonable and properly documented travelling, hotel or other expenses that you incur in your role as a non-executive director of the Company. The Company secretary will provide you with guidance on the procedure in respect of expense claims.

- 4.7 On termination of the Appointment, you will only be entitled to fees accrued up to the date of termination together with reimbursement of any expenses properly incurred in your role as a non-executive director of the Company prior to that date.

## 5 Insurance

- 5.1 The Company will procure that you are covered by directors' and officers' liability insurance (details of which are available from the Company secretary) for the full term of your appointment, subject to and in accordance with the policy terms for the time being in force.

## 6 Independent professional advice

- 6.1 You will be supplied with all information (including financial information) which you reasonably require in order to carry out your responsibilities and that information will be provided in

sufficiently good time to enable you to give it proper consideration prior to any decision that may have to be made.

- 6.2 You will be entitled to consult the Company's advisers in order to obtain professional advice in connection with the performance of your duties as a director of the Company and, if there should be exceptional circumstances when you require professional advice from independent advisers in connection with such duties, you may do so at the Company's expense subject to and in accordance with Company procedure, details of which are available from the Company secretary. In particular, but without prejudice to the policy and procedure for directors seeking independent advice, you should first discuss the matter with the Chief Executive Officer and obtain approval in writing to obtaining such advice.

## **7 Outside interests**

- 7.1 During the term of your appointment you may not (except with the prior sanction of a resolution of the Board) be directly or indirectly employed, engaged, concerned or interested in, or hold any office in, any business or undertaking which competes with any of the businesses of the Company or any Group Company provided that this will not prohibit the holding (directly or through nominees) for investment purposes only of up to 5% of the issued shares or other securities of any class of any one such company listed on the London Stock Exchange or in respect of which dealings take place on the AIM or on any other recognised investment exchange (as defined in the Financial Services and Markets Act 2000, section 285).

## **8 Confidential information**

- 8.1 In this letter, Confidential Information means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to the Company or any Group Company's business, products, affairs and finances for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Company or any Group Company's business or any of its or their business contacts, including in particular (by way of illustration only and without limitation):

- 8.1.1 information relating to the businesses, finances, dealings, transactions and affairs of the Company or any Group Company including price and cost information, discount structures, sales statistics, business plans and programs, business opportunities, expansion plans, staff salaries and terms and conditions, marketing surveys, research and development projects, formulae, inventions, designs, discoveries, know-how, methods, processes, techniques, trade secrets, technical data, business forms and operating procedures, policies and practices;
- 8.1.2 names, addresses and contact details of customers or clients or potential customers or clients or suppliers or potential suppliers of the Company or any Group Company;
- 8.1.3 analyses made, or views taken, by the Company or any Group Company in respect of the businesses, finances, dealings, transactions and affairs of the Company and/or any Group Company, any customer or client or potential customer or client or



any supplier or potential supplier of the Company or any Group Company or any other third party;

- 8.1.4 information in respect of which the Company or any Group Company is bound by an obligation of confidentiality to a third party; and
  - 8.1.5 any information which is identified to you by the Company or any Group Company as being confidential or secret in nature or which ought reasonably to be regarded as confidential.
- 8.2 You will not, except in the proper performance of your duties under this letter agreement, either during the Appointment or at any time after the termination of the Appointment (howsoever caused), without the prior written consent of the Board or as required by law, a court or tribunal of competent jurisdiction or any competent regulatory statutory body, use for your own benefit or for the benefit of any other person, company or other undertaking, or directly or indirectly divulge or disclose to any person any Confidential Information.
- 8.3 During the Appointment and at all times following termination of the Appointment (howsoever arising), you will use your best endeavours to prevent the disclosure to third parties of any Confidential Information.
- 8.4 You will not without prior clearance from the chair of the Board make any statement which might risk the disclosure of inside information and will at all times comply with the Company's share dealing code.
- 8.5 You acknowledge that all notes, memoranda, documents, disks, files and other data containing Confidential Information which are acquired, received or made by you in the course of your holding office belong to the Company and will be surrendered by you to the Company forthwith on request by the chair of the Board and in any event on the termination of your appointment.
- 8.6 The restrictions contained in this Clause 8 will not apply to any Confidential Information or other information which (otherwise than through your default) becomes available to, or within the knowledge of, the public or to information disclosed for the purpose of compliance with section 77 of the Equality Act 2010.
- 8.7 Nothing in this Clause 8 shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act and you have complied with the Company's policy from time to time in force regarding such disclosures.

## **9 Disclosure of information and share dealings**

- 9.1 Your attention is drawn to the legal and regulatory requirements regarding the disclosure of inside information (including, in particular, the requirements in this regard set out in the Market Abuse Regulation (Regulation (EU) 596/2014) which has been brought into United Kingdom law through the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) ("**UK MAR**"), sections 73A(1) and 73A(2) of the Financial Services and Markets Act 2000, rules and regulations relating to admission to the Official List and to trading on the London Stock Exchange Plc from time to time ("**FCA's Listing Rules**")

and section 52 of the Criminal Justice Act 1993 on insider dealing. You should avoid taking any action or making any statements that might risk a breach of these requirements. If in doubt, please contact the chief executive or company secretary.

- 9.2 During your Appointment you are required to comply with the provisions of Article 19 of the UK MAR, the Company's share dealing code in relation to dealing in the Company's publicly traded or quoted securities and any such other code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's publicly traded or quoted securities. A copy the current inside information and disclosure policy adopted by the Company (including a copy of your obligations under Article 19 of the UK MAR) and a copy of the current share dealing code adopted by the Company will be provided to you separately.

## **10 Training**

- 10.1 On an ongoing basis, and further to the annual evaluation process, the Company will arrange for you to develop and refresh your skills, knowledge and familiarity with the Company in areas which are mutually identified as being likely to be required, or of benefit to you, in carrying out your duties effectively. You should try to make yourself available for any relevant training sessions which may be organised for you or the Board.
- 10.2 You may be requested to occasionally attend either internal or external training, this will be at the expense of the Company and is not required in order for you to perform your duties.

## **11 Indemnification**

- 11.1 You shall be fully responsible for and indemnify the Company against any liability, assessment or claim for:
- 11.1.1 taxation whatsoever arising from or made in connection with the performance of your role as a non-executive director of the Company, where such recovery is not prohibited by law; and
  - 11.1.2 any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against the Company arising out of or in connection with the provision of your duties as a non-executive director of the Company, except where such claim is as a result of any act or omission of the Company.
- 11.2 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.
- 11.3 You shall have liability for and shall indemnify the Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach of your obligations under this letter including any negligent or reckless act, omission or default in the provision of your duties and shall accordingly maintain in force during the Appointment full and comprehensive professional indemnity insurance.

## **12 Data protection**

- 12.1 In order for the Company to fulfil its obligations to you generally in the course of the Appointment, the Company will be required to process your personal data (as defined in the Company's privacy notice which will be provided to you separately). The Company will process your personal data in accordance with the provisions of that notice.
- 12.2 When handling personal data in connection with your Appointment, you must comply at all times with the Company's data protection policy in force from time to time. The Board will provide you with a copy of the Company's current data protection policy.

## **13 Return of property**

- 13.1 You will promptly whenever requested by the Board and in any event on the termination of the Appointment howsoever arising return to the Company any property of the Company in your possession or under your control (including any electrical or electronic equipment) and deliver to the Company all documents, records and papers in your possession or under your control (including any documents, records and papers prepared by you) which contain information (whether confidential or not) concerning the business or affairs of the Company or any of its subsidiaries. You must not retain any copies of, or extracts from, any such documents, records or papers.
- 13.2 If you have any information concerning the business or affairs of the Company or any of its subsidiaries which is stored on a computer or other electronic device which does not belong to the Company, you must disclose this to the Company and the Company will be entitled to download the information and/or supervise its deletion from the computer or electronic device concerned.

## **14 Moral rights**

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

## **15 General**

- 15.1 Words and expressions defined in the Companies Act 2006 will have the same meaning in this letter agreement.
- 15.2 Group Company means any holding company of the Company and any subsidiary of the Company or any subsidiary of such holding company from time to time, each as defined by section 1159 Companies Act 2006.

- 15.3 This letter and any document referred to in it constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.
- 15.4 You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.
- 15.5 No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).
- 15.6 No provision of this letter is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it except for Clauses 7 and 8 which may be enforced by any Group Company in its own right.
- 15.7 Your Appointment with the Company and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and you and the Company irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this appointment or its subject matter or formation.

Please confirm your agreement to the terms set out above by countersigning the enclosed copy of this letter in the place provided and returning it, together with the executed power of attorney, to the Company Secretary at the above address. This exchange of letters will be available for inspection by the Company's shareholders in accordance with company law.

Yours sincerely

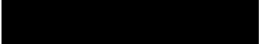
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**John Regan**

For and on behalf of **Electric Guitar plc**

(On copy letter only)

I confirm and agree to the terms of my appointment as a non-executive director of **Electric Guitar plc** as set out in this letter.

Signed: .....  .....

Name: **John Hutchinson**

Dated: 24 December 2021  
.....

SCHEDULE

Power of Attorney

THIS POWER OF ATTORNEY is made as a deed on .....

BY: John Hutchinson of [REDACTED]

I hereby irrevocably and by way of security appoint any director for the time being of Electric Guitar plc (the “**Company**”) to be my attorney for the purposes of the Powers of Attorney Act 1971 with authority to do all such things and to execute all such documents in my name and on my behalf as may be necessary to secure the vacation of my office as director and removal from any other offices of the Company as a result of the termination of my appointment under the letter agreement dated ..... between me and the Company and a letter signed by any director or secretary of the Company certifying that anything or any document has been done or executed within the authority conferred by this power will be conclusive evidence of it.

EXECUTED AS A DEED and delivered on the date set out at the top of this page.

Signed as a deed by **John Hutchinson** in the presence of: .....  
(Signature)

.....

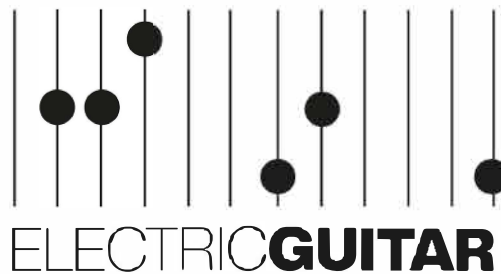
(Signature of witness) .....

Insert name of witness .....

Insert witness’s address .....

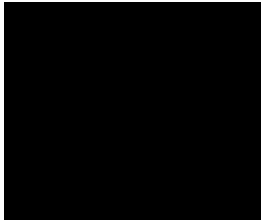
.....

Insert witness’s occupation .....



**Private & Confidential**

Luke McKeeever



24 December 2021

Dear Mr McKeeever

**Appointment as non-executive director of Electric Guitar plc (Company Number: 13288812) (the "Company")**

I am pleased to confirm that the board of directors of the Company (the "**Board**") has approved your appointment as a non-executive director of the Company (the "**Appointment**").

This letter sets out the terms of the Appointment. If you are unhappy with any of the terms, or need any more information, please let me know.

By accepting the Appointment, you confirm that you are not subject to any restrictions which prevent you from holding office as a director of the Company.

This letter constitutes a contract for services and not a contract of employment.

**1 Appointment and term**

- 1.1 The appointment will commence on the date on which the Company's entire issued share capital is admitted to trading on the main market operated by the London Stock Exchange plc ("**Admission**") and, unless terminated earlier in accordance with the terms of this letter, will continue for an initial term of three years from the date of Admission. Either party may terminate the Appointment at any time by giving to the other not less than 1 months' prior written notice. For the avoidance of doubt, if Admission does not occur on or prior to 31 January 2022, the terms of this Letter will lapse and shall not take effect.
- 1.2 The Appointment is subject to the articles of association of the Company as amended from time to time (the "**Articles**") and 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. Under the Articles, the continuation of the Appointment is subject to your election as a director by the shareholders of the Company at the Company's next annual general meeting and to your re-election at any subsequent annual general meeting at which you are required to retire in accordance with the Articles.

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RG1 2LU

- 1.3 Notwithstanding Clauses 1.1 and 1.2, the Company may terminate your appointment with immediate effect if:
  - 1.3.1 you cease to be a director of the Company by reason of your vacating office pursuant to any provision of the Articles or any verdict, judgment or court order; or
  - 1.3.2 you are convicted of any arrestable criminal offence (other than an offence under road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed); or
  - 1.3.3 you resign as a director; or
  - 1.3.4 you are disqualified from acting as a director; or
  - 1.3.5 you are 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
  - 1.3.6 in the reasonable opinion of the Board, your position as a non-executive director becomes untenable due to a conflict of interest; or
  - 1.3.7 you commit any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your fiduciary duties and all general duties imposed by law including those contained in the Companies Act 2006) and/or you cease to contribute effectively or to demonstrate commitment to the role; or
  - 1.3.8 you are guilty of any fraud or dishonesty or act 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
  - 1.3.9 you are unable to perform your duties to the reasonable satisfaction of the Board; or
  - 1.3.10 you breach the provisions of UK MAR (as defined in Clause 9.1 below) and/or the Company's share dealing policies; or
  - 1.3.11 you fail to comply with the Bribery Act 2010 (or any equivalent legislation in another jurisdiction) or the Company's anti-corruption and/or bribery policy and procedures
- 1.4 It is a condition of this Appointment that, at the same time as entering into this letter agreement, you execute the power of attorney attached as the schedule to this letter agreement.
- 1.5 Continuation of the Appointment is contingent on your continued satisfactory performance and re-election by the shareholders and any relevant statutory provisions relating to removal of a director. If the shareholders do not confirm your appointment or re-elect you as a director, or you are retired from office under the Articles, your appointment shall terminate automatically, with immediate effect and without compensation.
- 1.6 Upon the expiry of the initial term of the Appointment in accordance with Clause 1.1, your Appointment as a non-executive director of the Company may be renewed for a further three-



year term if mutually agreed. Any such renewal will be subject to Board approval and any necessary re-election by the shareholders of the Company. Notwithstanding any mutual expectation, neither party has any right or obligation as regards any such renewal.

## **2 Role**

2.1 During the Appointment, you may be required to serve as a member of any committee of the Board. You will be provided with the terms of reference of any committee on which you are required to serve at the time of your appointment to it. The terms of any such appointment will be set out in a separate communication.

2.2 Your performance and role will be subject to annual evaluation by the Company but either party is free to raise with the other any issues of concern at any time and, in your case, these should be raised with or by the chair of the Board.

2.3 As a non-executive director of the Company you are required to:

2.3.1 comply at all times with:

- (a) all your common law and statutory duties including those under the Companies Act 2006;
- (b) all codes of conduct relating to you as a director including the UK Corporate Governance Code, the UK MAR (as defined in Clause 9.1 below) and the Disclosure Guidance and Transparency Rules;
- (c) the Articles and the Company's rules and procedures relating to corporate governance as notified to you from time to time and all of the Company's rules and policies implemented from time to time that are relevant to your conduct, including (but not by way of limitation) in relation to anti-bribery;

2.3.2 without prejudice to the generality of the above:

- (a) establish a strategy and business model which promote long-term sustainable success of the Company and generate value for shareholders;
- (b) ensure effective engagement with, and encourage participation from shareholders and stakeholders;
- (c) seek to understand and meet shareholder needs and expectations;
- (d) take into account wider stakeholder and social responsibilities and their implications for long-term success;
- (e) embed effective risk management, considering both opportunities and threats throughout the organisation;
- (f) act with integrity and promote a corporate culture that is based on ethical values and behaviours;

- (g) maintain governance structures and processes that are fit for purpose and support good decision-making by the Board; and
- (h) communicate how the Company is governed and is performing by maintaining a dialogue with shareholders and other relevant stakeholders.

2.4 In your role as a non-executive director of the Company, you are also required to:

- 2.4.1 provide constructive challenge, strategic guidance, offer specialist advice and hold management to account;
- 2.4.2 scrutinise and hold to account the performance of management and individual executive directors against agreed performance objectives;
- 2.4.3 have a prime role in appointing and, where necessary, removing executive directors and in succession planning;
- 2.4.4 take opportunities, such as attendance at general and other meetings, to understand shareholder concerns and to meet with key customers and members of the workforce from all levels of the organisation to have an understanding of the business and its relationships with significant stakeholders;
- 2.4.5 consider ways of reaching out to increase your visibility with the workforce and gain insights into the culture and concerns at different levels of the business;
- 2.4.6 devote time to developing and refreshing your knowledge and skills;
- 2.4.7 uphold the highest standards of integrity and support the directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
- 2.4.8 insist on receiving high-quality information sufficiently in advance of Board meetings and seek clarifications or amplifications if you consider the information provided is inadequate or lacks clarity;
- 2.4.9 take into account the views of shareholders, workforce and other stakeholders where appropriate;
- 2.4.10 make sufficient time available to discharge your responsibilities effectively;
- 2.4.11 exercise relevant powers under, and abide by, the Articles and take decisions collectively and fairly and exercise any power vested in you in good faith in the interests of the Company;
- 2.4.12 disclose the nature and extent of any direct or indirect interest you may have in any matter being considered at a Board or committee meeting and, except as permitted under the Articles, you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest;
- 2.4.13 immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee, agent, officer, consultant, contractor or worker of the Company or

any Group Company of which you are, or ought reasonably to be, aware to the Chairman;

- 2.4.14 exercise your powers as a director in accordance with the Company's policies and procedures and the Bribery Act 2010; and
  - 2.4.15 not do anything that would cause you to be disqualified from acting as a director of the Company.
- 2.5 As a non-executive director of the Company, you have the same general legal responsibilities to the Company as any other director. You are expected to perform your duties (whether statutory or common law and whether fiduciary or not) faithfully, diligently and to a standard commensurate with both the functions of your role and your knowledge, skills and experience.
- 2.6 You must have particular regard to the general duties of directors under Part 10 of the Companies Act 2006. In accordance with section 172 of that Act, each director of the Company must act in the way he/she considers, 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, each director must have regard (amongst other matters) to:
- 2.6.1 the likely consequences of any decision in the long term;
  - 2.6.2 the interests of the Company's employees;
  - 2.6.3 the need to foster the Company's business relationships with suppliers, customers and others;
  - 2.6.4 the impact of the Company's operations on the community and the environment;
  - 2.6.5 the desirability of the Company maintaining a reputation for high standards of business conduct; and
  - 2.6.6 the need to act fairly as between members of the Company.
- 2.7 Except as specifically authorised by the Board, you have no authority to commit the Company in any way or enter into any legally binding contract or obligation on behalf of the Company.

### **3 Time commitment**

- 3.1 You are required to devote such time to your role as a non-executive director of the Company as is necessary for the proper performance of your duties.
- 3.2 The commitment required of you includes attendance at regular meetings of the Board, the annual general meeting, meetings of the non-executive directors, meetings with shareholders, updating and training meetings and meetings forming part of the Board evaluation process. You are expected to attend all these meetings unless urgent and unavoidable circumstances prevent you from doing so. In addition, you are expected to devote appropriate preparation time in advance of each meeting.

- 3.3 The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time on work for the Company in relation to ad hoc matters which may arise from time to time (and particularly when the Company is undergoing a period of increased activity). At certain times, it may be necessary to convene additional Board or shareholder meetings which you will be expected to prepare for and attend.
- 3.4 The overall time commitment required of you as stated in Clause 3.1 will increase if you become a member or the chairman of a committee of the Board. Details of the expected increase in time commitment will be covered in any relevant communication confirming the additional responsibilities concerned.
- 3.5 By accepting this Appointment, you confirm that, taking into account all of your other commitments, you are able to, and shall, allocate sufficient time to the Company to discharge your responsibilities effectively.

#### **4 Fees and expenses**

- 4.1 You will be paid a fee for your services as a non-executive director of the Company at the rate of £35,000 gross per annum. This fee will accrue from day to day and be paid in arrears in equal monthly instalments through PAYE after deduction of income tax and other statutory deductions which the Company is, by law, obliged to deduct. The fee will be subject to periodic review by the Board.
- 4.2 The Company will reimburse you for all reasonable and properly documented travelling, hotel or other expenses that you incur in your role as a non-executive director of the Company. The Company secretary will provide you with guidance on the procedure in respect of expense claims.
- 4.3 The Bonus Payment shall (before the deduction of tax or any other applicable sum) be an amount equal to £X where:
- $£X = NM \times £1,916.67$ ; and
- NM = the number of whole calendar months which elapse between (i) Admission and (ii) completion of the Acquisition.
- 4.4 On termination of the Appointment, you will only be entitled to fees accrued up to the date of termination together with reimbursement of any expenses properly incurred in your role as a non-executive director of the Company prior to that date.

#### **5 Insurance**

- 5.1 The Company will procure that you are covered by directors' and officers' liability insurance (details of which are available from the Company secretary) for the full term of your appointment, subject to and in accordance with the policy terms for the time being in force.

## **6 Independent professional advice**

- 6.1 You will be supplied with all information (including financial information) which you reasonably require in order to carry out your responsibilities and that information will be provided in sufficiently good time to enable you to give it proper consideration prior to any decision that may have to be made.
- 6.2 You will be entitled to consult the Company's advisers in order to obtain professional advice in connection with the performance of your duties as a director of the Company and, if there should be exceptional circumstances when you require professional advice from independent advisers in connection with such duties, you may do so at the Company's expense subject to and in accordance with Company procedure, details of which are available from the Company secretary. In particular, but without prejudice to the policy and procedure for directors seeking independent advice, you should first discuss the matter with the Chairman of the Board or the Company Secretary and obtain approval in writing to obtaining such advice.

## **7 Independence and Outside interests**

- 7.1 During the term of your appointment you may not (except with the prior sanction of a resolution of the Board) be directly or indirectly employed, engaged, concerned or interested in, or hold any office in, any business or undertaking which competes with any of the businesses of the Company or any Group Company provided that this will not prohibit (i) being directly or indirectly employed, engaged, concerned or interested in, or hold any office in Neighbourly Limited (CRN: 08293976) and Attraqt Group plc (CRN: 08904529) and (ii) the holding (directly or through nominees) for investment purposes only of up to 5% of the issued shares or other securities of any class of any one such company listed on the London Stock Exchange or in respect of which dealings take place on the AIM or on any other recognised investment exchange (as defined in the Financial Services and Markets Act 2000, section 285).

## **8 Confidential information**

- 8.1 In this letter, Confidential Information means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to the Company or any Group Company's business, products, affairs and finances for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Company or any Group Company's business or any of its or their business contacts, including in particular (by way of illustration only and without limitation):
- 8.1.1 information relating to the businesses, finances, dealings, transactions and affairs of the Company or any Group Company including price and cost information, discount structures, sales statistics, business plans and programs, business opportunities, expansion plans, staff salaries and terms and conditions, marketing surveys, research and development projects, formulae, inventions, designs, discoveries, know-how, methods, processes, techniques, trade secrets, technical data, business forms and operating procedures, policies and practices;

- 8.1.2 names, addresses and contact details of customers or clients or potential customers or clients or suppliers or potential suppliers of the Company or any Group Company;
  - 8.1.3 analyses made, or views taken, by the Company or any Group Company in respect of the businesses, finances, dealings, transactions and affairs of the Company and/or any Group Company, any customer or client or potential customer or client or any supplier or potential supplier of the Company or any Group Company or any other third party;
  - 8.1.4 information in respect of which the Company or any Group Company is bound by an obligation of confidentiality to a third party; and
  - 8.1.5 any information which is identified to you by the Company or any Group Company as being confidential or secret in nature or which ought reasonably to be regarded as confidential.
- 8.2 You will not, except in the proper performance of your duties under this letter agreement, either during the Appointment or at any time after the termination of the Appointment (howsoever caused), without the prior written consent of the Board or as required by law, a court or tribunal of competent jurisdiction or any competent regulatory statutory body, use for your own benefit or for the benefit of any other person, company or other undertaking, or directly or indirectly divulge or disclose to any person any Confidential Information.
- 8.3 During the Appointment and at all times following termination of the Appointment (howsoever arising), you will use your best endeavours to prevent the disclosure to third parties of any Confidential Information.
- 8.4 You will not without prior clearance from the chair of the Board make any statement which might risk the disclosure of inside information and will at all times comply with the Company's share dealing code.
- 8.5 You acknowledge that all notes, memoranda, documents, disks, files and other data containing Confidential Information which are acquired, received or made by you in the course of your holding office belong to the Company and will be surrendered by you to the Company forthwith on request by the chair of the Board and in any event on the termination of your appointment.
- 8.6 The restrictions contained in this Clause 8 will not apply to any Confidential Information or other information which (otherwise than through your default) becomes available to, or within the knowledge of, the public or to information disclosed for the purpose of compliance with section 77 of the Equality Act 2010.
- 8.7 Nothing in this Clause 8 shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act and you have complied with the Company's policy from time to time in force regarding such disclosures.

## 9 Disclosure of information and share dealings

- 9.1 Your attention is drawn to the legal and regulatory requirements regarding the disclosure of inside information (including, in particular, the requirements in this regard set out in the Market Abuse Regulation (Regulation (EU) 596/2014) which has been brought into United Kingdom law through the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) ("**UK MAR**"), sections 73A(1) and 73A(2) of the Financial Services and Markets Act 2000, rules and regulations relating to admission to the Official List and to trading on the London Stock Exchange Plc from time to time ("**FCA's Listing Rules**") and section 52 of the Criminal Justice Act 1993 on insider dealing. You should avoid taking any action or making any statements that might risk a breach of these requirements. If in doubt, please contact the chief executive or company secretary.
- 9.2 During your Appointment you are required to comply with the provisions of Article 19 of the UK MAR, the Company's share dealing code in relation to dealing in the Company's publicly traded or quoted securities and any such other code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's publicly traded or quoted securities. A copy the current inside information and disclosure policy adopted by the Company (including a copy of your obligations under Article 19 of the UK MAR) and a copy of the current share dealing code adopted by the Company will be provided to you separately.

## 10 Training

- 10.1 On an ongoing basis, and further to the annual evaluation process, the Company will arrange for you to develop and refresh your skills, knowledge and familiarity with the Company in areas which are mutually identified as being likely to be required, or of benefit to you, in carrying out your duties effectively. You should try to make yourself available for any relevant training sessions which may be organised for you or the Board.
- 10.2 You may be requested to occasionally attend either internal or external training, this will be at the expense of the Company and is not required in order for you to perform your duties.

## 11 Indemnification

- 11.1 You shall be fully responsible for and indemnify the Company against any liability, assessment or claim for:
- 11.1.1 taxation whatsoever arising from or made in connection with the performance of your role as a non-executive director of the Company, where such recovery is not prohibited by law; and
  - 11.1.2 any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against the Company arising out of or in connection with the provision of your duties as a non-executive director of the Company, except where such claim is as a result of any act or omission of the Company.
- 11.2 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

- 11.3 You shall have liability for and shall indemnify the Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach of your obligations under this letter including any negligent or reckless act, omission or default in the provision of your duties and shall accordingly maintain in force during the Appointment full and comprehensive professional indemnity insurance.

## **12 Data protection**

- 12.1 In order for the Company to fulfil its obligations to you generally in the course of the Appointment, the Company will be required to process your personal data (as defined in the Company's privacy notice which will be provided to you separately). The Company will process your personal data in accordance with the provisions of that notice.
- 12.2 When handling personal data in connection with your Appointment, you must comply at all times with the Company's data protection policy in force from time to time. The Board will provide you with a copy of the Company's current data protection policy.

## **13 Return of property**

- 13.1 You will promptly whenever requested by the Board and in any event on the termination of the Appointment howsoever arising return to the Company any property of the Company in your possession or under your control (including any electrical or electronic equipment) and deliver to the Company all documents, records and papers in your possession or under your control (including any documents, records and papers prepared by you) which contain information (whether confidential or not) concerning the business or affairs of the Company or any of its subsidiaries. You must not retain any copies of, or extracts from, any such documents, records or papers.
- 13.2 If you have any information concerning the business or affairs of the Company or any of its subsidiaries which is stored on a computer or other electronic device which does not belong to the Company, you must disclose this to the Company and the Company will be entitled to download the information and/or supervise its deletion from the computer or electronic device concerned.

## **14 Moral rights**

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



## 15 General

- 15.1 Words and expressions defined in the Companies Act 2006 will have the same meaning in this letter agreement.
- 15.2 Group Company means any holding company of the Company and any subsidiary of the Company or any subsidiary of such holding company from time to time, each as defined by section 1159 Companies Act 2006.
- 15.3 This letter and any document referred to in it constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.
- 15.4 You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.
- 15.5 No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).
- 15.6 No provision of this letter is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it except for Clauses 7 and 8 which may be enforced by any Group Company in its own right.
- 15.7 Your Appointment with the Company and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and you and the Company irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this appointment or its subject matter or formation.

Please confirm your agreement to the terms set out above by countersigning the enclosed copy of this letter in the place provided and returning it, together with the executed power of attorney, to the Company Secretary at the above address. This exchange of letters will be available for inspection by the Company's shareholders in accordance with company law.

Yours sincerely

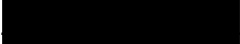


**John Regan**

For and on behalf of **Electric Guitar plc**

(On copy letter only)

I confirm and agree to the terms of my appointment as a non-executive director of **Electric Guitar plc** as set out in this letter.

Signed: ..........

Name: **Luke McKeever**

Dated: 24 December 2021 .....

SCHEDULE

Power of Attorney

THIS POWER OF ATTORNEY is made as a deed on .....

BY: Luke McKeever of [REDACTED]

I hereby irrevocably and by way of security appoint any director for the time being of Electric Guitar plc (the “**Company**”) to be my attorney for the purposes of the Powers of Attorney Act 1971 with authority to do all such things and to execute all such documents in my name and on my behalf as may be necessary to secure the vacation of my office as director and removal from any other offices of the Company as a result of the termination of my appointment under the letter agreement dated ..... between me and the Company and a letter signed by any director or secretary of the Company certifying that anything or any document has been done or executed within the authority conferred by this power will be conclusive evidence of it.

EXECUTED AS A DEED and delivered on the date set out at the top of this page.

Signed as a deed by **Luke McKeever** in the presence of: .....  
(Signature)

.....

(Signature of witness) .....

Insert name of witness .....

Insert witness’s address .....

.....

Insert witness’s occupation .....

**DATED**

24 December 2021

---

**(1) ELECTRIC GUITAR PLC**

**and**

**(2) JOHN REGAN**

---

**EXECUTIVE SERVICE AGREEMENT**

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**Registered Office**

One Bartholomew Close  
London  
EC1A 7BL  
DX 339401 London Wall

50/60 Station Road  
Cambridge  
CB1 2JH  
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**THIS DEED** is dated 24 December 2021

## PARTIES

- (1) ELECTRIC GUITAR PLC incorporated and registered in England and Wales with company number 13288812 whose registered office is at The Anchorage, 4th Floor, 34 Bridge Street, Reading, Berkshire, England, RG1 2LU (**Company / we / us**)
- (2) JOHN REGAN of Sreakley Down, Shortfield Common Road, Frensham, Surrey, GU10 3EQ (**Employee / you**)

## AGREED TERMS

### 1 Interpretation

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

<b>Admission</b>	the admission of the Company's issued and to be issued share capital to the Official List and to trading on the LSE.
<b>Appointment</b>	your employment by us on the terms of this agreement.
<b>Associated Employer</b>	has the meaning given to it in the Employment Rights Act 1996.
<b>Board</b>	the board of directors of the Company (including any committee of the board duly appointed by it).
<b>Business Day</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Capacity</b>	as agent, consultant, director, employee, worker, owner, partner or shareholder.
<b>Commencement Date</b>	the date of Admission.
<b>Confidential Information</b>	information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to any Group Company's business, products, affairs and finances for the time being confidential to any Group Company and trade secrets including, without limitation, technical data and know-how relating to any Group Company's business or any of its business contacts, including in particular (by way of illustration only and without limitation) details of suppliers and their terms of business, details of clients and their requirements, the prices charged to and terms of business with clients, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business



or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, inventions, secret processes, designs, formulae and product lines and any information which you are told is confidential and any information which has been given to any Group Company in confidence by clients, suppliers or other persons.

**Dealing Code**

the dealing code of any Group Company restricting transactions in the securities of any Group 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 any Group Company. A copy of the Dealing Code is available from the Board.

**Disclosure Guidance and Transparency Rules**

(in accordance with sections 73A(1) and 73A(3) of the Financial Services and Markets Act 2000) guidance and rules relating to the disclosure of information in respect of financial instruments which have been admitted to trading on a regulated market or for which a request for admission to trading on such a market has been made.

**FCA**

the Financial Conduct Authority and its successors.

**Garden Leave**

any period during which we have exercised our rights under clause 22.

**Group Company**

the Company, its Subsidiaries or 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 you from carrying out your duties.

**Intellectual Property Rights**

patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or 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 may now or in the future subsist in any part of the world.

**Inventions**

inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

<b>Listing Rules</b>	in accordance with sections 73A(1) and 73A(2) of the Financial Services and Markets Act 2000, rules and regulations relating to admission to the Official List from time to time.
<b>LSE</b>	the main market operated by the London Stock Exchange plc.
<b>Official List</b>	the list maintained by the Financial Services Authority or the Financial Conduct Authority in accordance with section 74(1) of the Financial Services and Markets Act 2000 for the purposes of Part VI of that Act.
<b>Qualifying Scheme</b>	a pension scheme which is a qualifying scheme for the purposes of section 16 of the Pensions Act 2008.
<b>Restricted Business</b>	those parts of any Group Company's business with which you were involved to a material extent in the 6 months before Termination.
<b>Restricted Customer</b>	any firm, company or person who, during the 6 months before Termination, was a customer or prospective customer of any Group Company with whom you had contact or about whom you became aware or informed in the course of your employment.
<b>Restricted Person</b>	anyone employed or engaged by any Group Company and who could materially damage any Group Company's interests if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom you dealt in the 6 months before Termination in the course of your employment.
<b>Subsidiary and Holding Company</b>	in relation to a company mean <b>subsidiary</b> and <b>holding company</b> as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee.
<b>Termination</b>	the termination of your employment with us however caused.
<b>UK Corporate Governance Code</b>	the UK Corporate Governance Code published by the Financial Reporting Council from time to time.
<b>UK Listing Authority</b>	the FCA in its capacity as the competent authority for the purposes of part VI of the Financial Services and Markets Act 2000.

- 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, words in the singular include the plural and in the plural include the singular.
- 1.5 The schedules to this agreement form part of (and are incorporated into) this agreement.

## **2 Term of appointment**

- 2.1 The Appointment shall commence 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. For the avoidance of doubt, this Agreement is conditional upon and will take effect immediately prior to Admission. If Admission does not occur by 31 January 2022 the terms of this Agreement shall lapse and not take effect.
- 2.2 No probationary period applies to your employment.
- 2.3 No employment with a previous employer counts towards your period of continuous employment with us.
- 2.4 You consent to the transfer of your employment under this agreement to an Associated Employer at any time during the Appointment.

## **3 Employee warranties**

- 3.1 You represent and warrant to us that, by entering into this agreement or performing any of your obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you and undertake to indemnify us against any claims, costs, damages, liabilities or expenses which we may incur as a result if you are in breach of any such obligations.
- 3.2 You warrant that you are entitled to work in the UK without any additional approvals and will notify us immediately if you cease to be so entitled during the Appointment.
- 3.3 You warrant that you are not subject to any restrictions which prevent you from holding office as a director.

## **4 Duties**

- 4.1 You shall serve us as Chief Executive Officer or such other role as we consider appropriate.
- 4.2 During the Appointment you shall:

- 4.2.1 act as a director of the Company and carry out duties on behalf of any other Group Company including, if so required by the Board, acting as an officer or consultant of any such Group Company;
- 4.2.2 comply with the articles of association (as amended from time to time) of any Group Company of which you are a director;
- 4.2.3 abide by any statutory, fiduciary or common-law duties to any Group Company of which you are a director;
- 4.2.4 not do anything that would cause you to be disqualified from acting as a director;
- 4.2.5 do such things as are reasonable and necessary to ensure compliance by yourself and any relevant Group Company with the Companies Act 2006, the Listing Rules, the Market Abuse Regulation (596/2014/EU) which has been brought into United Kingdom law through the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) (**UK MAR**), and the UK Corporate Governance Code (as amended from time to time);
- 4.2.6 comply with all requirements, recommendations or regulations, as amended from time to time, of the UK Listing Authority, the LSE Main Market, the FCA, UK MAR and any directly applicable regulation made under that Regulation or any regulatory authorities relevant to any Group Company and any code of practice, policies or procedures manual issued by us (as amended from time to time) relating to dealing in the securities of any Group Company including the Dealing Code;
- 4.2.7 use your best endeavours to ensure that the Company and each Group Company complies in all material aspects with the Companies Act 2006, the Listing Rules, the LSE's Admission and Disclosure Standards, the UK MAR and the UK Corporate Governance Code.
- 4.2.8 neither commit or attempt to commit the criminal offence of insider dealing nor contravene Articles 14, 15 or 19 of the UK MAR;
- 4.2.9 comply with our anti-corruption and bribery policy and related procedures;
- 4.2.10 faithfully and diligently exercise such powers and perform such duties as the Board may from time to time assign to you together with such person or persons as the Board may appoint to act jointly with you;
- 4.2.11 comply with all reasonable and lawful directions given to you by the Board;
- 4.2.12 promptly make such reports to the Board in connection with any Group Company's affairs on such matters and at such times as are reasonably required;
- 4.2.13 report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of any Group Company to the Board immediately on becoming aware of it;

- 4.2.14 use your best endeavours to promote, protect, develop and extend our business and the business of any other Group Company; and
- 4.2.15 comply with any electronic communication systems policy that we may issue from time to time.
- 4.3 We take a zero-tolerance approach to tax evasion. You must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country. You must immediately report to the Board any request or demand from a third party to facilitate the evasion of tax or any concerns that such a request or demand may have been made. You must at all times comply with our anti-corruption and bribery policy from time to time in force and in each case as we may update it from time to time.
- 4.4 You shall comply with any other rules, policies and procedures that we may put in place from time to time. Such rules, policies and procedures will not form part of this agreement and may be amended at any time. To the extent that there is any conflict between the terms of this agreement and such rules, policies and procedures, this agreement shall prevail.
- 4.5 All documents, manuals, hardware and software provided for your use by us, and any data or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones), remain our property.

## **5 Place of work**

- 5.1 Your normal place of work is the Company's office location from time to time or such other place which the Board may reasonably require for the proper performance and exercise of your duties.
- 5.2 You are permitted to work from your home on any day when you are not required by the Company to attend any other place to perform your duties provided that your home is equipped with all the necessary IT, communications and other facilities as the Company may deem to be necessary or desirable for the performance of your duties.
- 5.3 You agree to travel on any Group Company's business (both within the UK or abroad) as may be required for the proper performance of your duties under the Appointment.
- 5.4 During the Appointment you shall not be required to work outside the UK for any continuous period of more than one month.

## **6 Hours of work**

- 6.1 Your normal working hours shall be 9:00am to 5:00pm on Mondays to Fridays and these hours and days are not variable although you may be required to work such additional hours as are necessary for the proper performance of your duties. You acknowledge that you shall not receive further remuneration in respect of such additional hours.
- 6.2 The parties each agree that the nature of your position is such that your working time cannot be measured and, accordingly, that the Appointment falls within the scope of regulation 20 of the Working Time Regulations 1998 (SI 1998/1833).

## **7 Salary**

- 7.1 You shall be paid an initial salary of £36,000 per annum (inclusive of any fees due to you by any Group Company as an officer of any Group Company).
- 7.2 Your salary shall accrue from day to day at a rate of 1/260 per working day of your annual salary and be payable monthly in arrears on or about the last business day of each month directly into your bank or building society account.
- 7.3 Your salary shall be reviewed by the Board annually. We are under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.
- 7.4 We may deduct from the salary, or any other sums owed to you, any money owed to any Group Company by you.

## **8 Benefits**

- 8.1 You are not entitled to any benefits during the Appointment other than those set out in this agreement.
- 8.2 The Company reserves the right to vary the benefits provided to you under this agreement including changing the terms on which such benefits are provided (including any third party provider of such benefits) or providing additional benefits to you.

## **9 Expenses**

- 9.1 We shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by you in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.
- 9.2 You shall abide by our policies on expenses as communicated to you from time to time.
- 9.3 Any credit card supplied to you by us shall be used only for expenses incurred by you in the course of the Appointment.

## **10 Bonus**

- 10.1 You will receive a bonus of £50,000 (before the deduction of tax or any other applicable sum) following completion by the Company of the first acquisition by the Company of a target company or business as part of the Company's overall business objective and strategy, as described in Part I: Information on the Company, Investment Opportunity, and Strategy of the Company's prospectus issued in connection with Admission ("**Acquisition**") ("**Bonus Payment**"). The Bonus Payment will not be payable unless, on the date payment of the Bonus Payment is made, you are still in employment with the Company or a Group Company and neither you nor the Company or such Group Company has given or received notice of termination of employment.

- 10.2 The Bonus Payment shall not form part of your contractual remuneration under this agreement. If we make the Bonus Payment to you, we shall not be obliged to make subsequent bonus payments.
- 10.3 Notwithstanding clause 10.1, you shall in any event have no right to the Bonus Payment if you are not still in employment with the Company or a Group Company and neither you nor the Company or such Group Company has given or received notice of termination of employment.
- 10.4 Any bonus payments shall not be pensionable. except to the extent that it forms part of your qualifying earnings for the purposes of automatic enrolment, under section 13 of the Pensions Act 2008.

## **11 Directors' and officers' insurance**

During the Appointment and for six years following Termination you 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. A copy of the policy is available from the Board.

## **12 Holidays**

- 12.1 Our holiday year runs between 1 January and 31 December. If the Appointment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.
- 12.2 You shall be entitled to 40 days' paid holiday in each holiday year together with the usual public holidays for England and Wales.
- 12.3 All holiday requests must be approved in writing in advance by the Board. You must give at least 1 weeks' notice of proposed holiday. We may require you to take (or not to take) holiday on particular dates, including during your notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave under clause 22.
- 12.4 You shall not carry forward any accrued but untaken holiday entitlement to a subsequent holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory paternity, adoption, shared parental, parental or parental bereavement leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the leave year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.
- 12.5 We shall not pay you in lieu of untaken holiday except on termination of the Appointment. On termination we shall pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. Subject to clause 12.6 the amount of the payment in lieu will be calculated as 1/260th of your salary for each untaken day of the entitlement.

- 12.6 If we have terminated or would be entitled to terminate the Appointment under clause 21 or if you have terminated the Appointment in breach of this agreement any payment due under clause 12.5 shall be limited to your statutory entitlement under the Working Time Regulations 1998 (SI 1998/1833) and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
- 12.7 If on termination of the Appointment you have taken in excess of your accrued holiday entitlement, we shall be entitled to recover from you by way of deduction from any payments due to you or otherwise one day's pay for each excess day calculated at 1/260th of your salary.

### **13 Incapacity**

- 13.1 If you are absent from work due to Incapacity, you shall notify the Board of the reason for the absence as soon as possible but no later than 09.00 am on the first day of absence.
- 13.2 You shall certify your absence in respect of sickness absence of up to and including 7 consecutive days and thereafter (if any period of sickness absence exceeds 7 consecutive days) by one or more doctor's certificates provided to us on a regular basis during the period of sickness absence.
- 13.3 Subject to your compliance with the certification requirements set out at clause 13.2, we shall pay you your full salary for up to three months. Following this time we will pay Statutory Sick Pay (**SSP**) in accordance with the rules on SSP from time to time in force. Your qualifying days for SSP are Monday to Friday.
- 13.4 For any periods in respect of which you are being paid SSP, the level of contributions in respect of any membership of any pension scheme of which you are a member and to which the Company may contribute in accordance with its duties under clause 26 may continue, subject to the relevant pension scheme rules in force at the time of your absence.
- 13.5 You agree to consent to medical examinations (at our expense) by a doctor nominated by us should we so require.
- 13.6 If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Board of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Board may reasonably require. You shall if required by the Board, co-operate in any related legal proceedings and refund to us that part of any damages or compensation recovered by you relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by us in respect of the period of Incapacity.
- 13.7 Our rights to terminate the Appointment under the terms of this agreement apply even when such termination would or might cause you to forfeit any entitlement to sick pay or other benefits.



## **14 Other paid leave**

14.1 You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time:

- 14.1.1 statutory paternity leave;
- 14.1.2 statutory adoption leave;
- 14.1.3 shared parental leave; and
- 14.1.4 parental bereavement leave.

Further details of such leave are available from the Board.

14.2 We may replace, amend or withdraw the Company's policy on any of the above types of leave at any time.

## **15 Training**

15.1 During the Appointment you may be asked to take part in various training courses which we may provide from time to time in-house or via an external provider (usually at our cost). Specific details of what courses might be available will be provided to you when such courses become available and/or when we will require you to attend such courses.

## **16 Outside interests**

16.1 Subject to clause 16.2, during the Appointment you shall not, except as our representative or with the Board's prior written approval, whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).

16.2 Notwithstanding clause 16.1, you may:

- 16.2.1 be directly or indirectly engaged, concerned or have any financial interest as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity in Bradshott Limited (CRN: 08191681), Mymyne Ltd (CRN: 11802008), Human Technology Limited (CRN: 10691942), Human Engagement Ltd (CRN: SC626958) and Prospect Technology Ltd (CRN: 12799174), provided always that no such interest shall prevent you from discharging your duties under this agreement; and
- 16.2.2 hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any other 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.

- 16.3 You agree to disclose to the Board any matters relating to your spouse or civil partner (or anyone living as such), children or parents which may, in the Board's reasonable opinion, be considered to interfere, conflict or compete with the proper performance of your obligations under this agreement.

## **17 Confidential Information**

- 17.1 You acknowledge that in the course of the Appointment you will have access to Confidential Information. You have therefore agreed to accept the restrictions in this clause 17.
- 17.2 You shall not (except in the proper course of your duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:
- 17.2.1 any use or disclosure authorised by the Board or required by law;
  - 17.2.2 any information which is already in, or comes into, the public domain other than through your unauthorised disclosure; or
  - 17.2.3 any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

## **18 Intellectual property**

- 18.1 Subject to clause 18.4, you shall give us full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by you at any time during the course of the Appointment which relate to, or are reasonably capable of being used in, any Group Company's business. You acknowledge 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 us absolutely. To the extent that they do not vest automatically, you hold them on trust for us. You agree promptly to execute all documents and do all acts as may, in our opinion, be necessary to give effect to this clause 18.1.
- 18.2 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to in clause 18.1.
- 18.3 You irrevocably appoint us to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for ourselves or our nominee the full benefit of this clause.
- 18.4 The parties hereby acknowledge and agree that all Intellectual Property Rights subsisting (or which may in the future subsist) in Inventions and works embodying Intellectual Property Rights made wholly or partially by you at any time during the time of your Appointment which relate exclusively to the business of any of the entities noted in clause 16.2 or other entities approved in writing by the Board pursuant to clause 16.1 shall not vest in the Company absolutely and the provisions of this clause 18 shall not apply to those Inventions and works embodying Intellectual Property Rights.

## **19 Ceasing to be a director**

- 19.1 Except with the prior approval of the Board, or as provided in the articles of association of any Group Company of which you are a director, you shall not resign as a director of any Group Company.
- 19.2 If during the Appointment you cease to be a director of any Group Company (otherwise than by reason of your death, resignation or disqualification pursuant to the articles of association of the relevant Group Company, as amended from time to time, or by statute or court order) the Appointment shall continue with you as an employee only and the terms of this agreement (other than those relating to the holding of the office of director) shall continue in full force and effect. You shall have no claims in respect of such cessation of office.

## **20 Payment in lieu of notice**

- 20.1 Notwithstanding clause 2, we may, in our sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying you that we are exercising our right under this clause 20.1 and that we will make within 28 days the first instalment of a payment in lieu of notice (**Payment in Lieu**) to you. This Payment in Lieu will be equal to the basic salary (as at the date of termination) which you would have been entitled to receive under this agreement during the notice period referred to at clause 2 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:
- 20.1.1 any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
  - 20.1.2 any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made; and
  - 20.1.3 any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 20.2 We may pay any sums due under clause 20.1 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. You shall be obliged to seek alternative income during this period and to notify us of any income so received. The instalment payments shall then be reduced by the amount of such income.
- 20.3 You shall have no right to receive a Payment in Lieu unless we have exercised our discretion in clause 20.1. Nothing in this clause 20 shall prevent us from terminating the Appointment in breach.
- 20.4 Notwithstanding clause 20.1 you shall not be entitled to any Payment in Lieu if we would otherwise have been entitled to terminate the Appointment without notice in accordance with clause 21. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.

## 21 Termination without notice

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

- 21.1.1 are disqualified from acting as a director or resign as a director from any Group Company without the prior written approval of the Board;
- 21.1.2 are guilty of a 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, the UK MAR and any directly applicable regulation made under that Regulation or any regulatory authorities relevant to any Group Company or any code of practice, policy or procedures manual issued by us (as amended from time to time) relating to dealing in the securities of any Group Company, including the Dealing Code;
- 21.1.3 fail or cease to meet the requirements of any regulatory body whose consent is required to enable you to undertake all or any of your duties under the Appointment or are guilty of a serious breach of the rules and regulations of such regulatory body or of any Group Company's compliance manual;
- 21.1.4 are in breach of our anti-corruption and bribery policy and related procedures;
- 21.1.5 are in breach of your obligations under clause 4.3 or our anti-facilitation of tax evasion policy and related procedures;
- 21.1.6 are guilty of any gross misconduct affecting the business of any Group Company;
- 21.1.7 commit any serious or repeated breach or non-observance of any of the provisions of this agreement or refuse or neglect to comply with any of the Board's reasonable and lawful directions;
- 21.1.8 are, in the reasonable opinion of the Board, negligent and incompetent in the performance of your duties;
- 21.1.9 are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984;
- 21.1.10 are convicted of any criminal offence (other than an offence under any road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed) or any offence under any regulation or legislation relating to insider dealing;
- 21.1.11 are, in the opinion of a medical practitioner physically or mentally incapable of performing your 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;
- 21.1.12 cease to be eligible to work in the UK;

- 21.1.13 are guilty of any fraud or dishonesty or act in any manner which in the Board's opinion brings or is likely to bring you or any Group Company into disrepute or is materially adverse to any Group Company's interests;
  - 21.1.14 are guilty of a serious breach of any rules issued by us from time to time regarding our electronic communications systems; or
  - 21.1.15 are unable by reason of Incapacity to perform your duties under this agreement for an aggregate period of 20 weeks in any 52-week period.
- 21.2 Our rights under clause 21.1 are without prejudice to any other rights that we might have at law to terminate the Appointment or to accept any breach of this agreement by you as having brought the agreement to an end. Any delay by us in exercising our rights to terminate shall not constitute a waiver of these rights.

## **22 Garden Leave**

- 22.1 Following service of notice to terminate the Appointment by either party, or if you purport to terminate the Appointment in breach of contract, the Board may by written notice place you on Garden Leave for the whole or part of the remainder of the Appointment.
- 22.2 During any period of Garden Leave:
- 22.2.1 we shall be under no obligation to provide any work to you and may revoke any powers you hold on any Group Company's, behalf;
  - 22.2.2 we may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including your home) as we may decide;
  - 22.2.3 you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
  - 22.2.4 you shall remain our employee and bound by the terms of this agreement (including any implied duties of good faith and fidelity);
  - 22.2.5 you shall ensure that the Board knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
  - 22.2.6 we may exclude you from any of any Group Company's premises; and
  - 22.2.7 we may require you 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.

## **23 Obligations on termination**

- 23.1 On termination of the Appointment (however arising) or, if earlier, at the start of a period of Garden Leave, you shall:
- 23.1.1 resign immediately without compensation from any office that you hold in or on any Group Company's behalf;
  - 23.1.2 subject to clause 23.2, immediately deliver to us all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to any Group Company's business or affairs or its business contacts, any keys, and any other property of any Group Company, which is in your possession or under your control;
  - 23.1.3 irretrievably delete any information relating to any Group Company's business stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside our premises; and
  - 23.1.4 provide a signed statement that you have complied fully with your obligations under this clause 23.1 together with such reasonable evidence of compliance as we may request.
- 23.2 Where you have been placed on Garden Leave you shall not be required by clause 23.1 to return until the end of the Garden Leave period any property provided to you as a contractual benefit for use during the Appointment.
- 23.3 You hereby irrevocably appoint us to be your attorney to execute and do any such instrument or thing and generally to use your name for the purpose of giving us or our nominee the full benefit of 23.1.1.
- 23.4 On termination of the Appointment however arising you 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 any Group Company in which you may participate.

## **24 Restrictive covenants**

- 24.1 In order to protect the Confidential Information and any Group Company's business connections to which you have access as a result of the Appointment, you covenant with us (on our own behalf and as trustee and agent for each Group Company) that you shall not:
- 24.1.1 for 6 months after Termination solicit or endeavour to entice away from any Group Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;
  - 24.1.2 for 6 months after Termination in the course of any business concern which is in competition with any Restricted Business, offer to employ or engage or otherwise endeavour to entice away from any Group Company any Restricted Person;

- 24.1.3 for 6 months after Termination in the course of any business concern which is in competition with any Restricted Business, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement;
  - 24.1.4 for 6 months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business except for any business noted in clause 16.2 or other business approved in writing by the Board pursuant to clause 16.1;
  - 24.1.5 for 6 months after Termination be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Restricted Business; or
  - 24.1.6 at any time after Termination, represent yourself as connected with any Group Company in any Capacity, other than as a former employee, or use any registered business names or trading names associated with any Group Company.
- 24.2 None of the restrictions in clause 24.1 shall prevent you from:
- 24.2.1 being engaged or concerned in business noted in clause 16.2 or other business approved in writing by the Board pursuant to clause 16.1; or
  - 24.2.2 holding 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; or
  - 24.2.3 being engaged or concerned in any business concern insofar as your duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business; or
  - 24.2.4 being engaged or concerned in any business concern, provided that your duties or work shall relate solely to services or activities of a kind with which you were not concerned to a material extent in the 6 months before Termination.
- 24.3 The restrictions imposed on you by this clause 24 apply to you acting:
- 24.3.1 directly or indirectly; and
  - 24.3.2 on your own behalf or on behalf of, or in conjunction with, any firm, company or person.
- 24.4 The periods for which the restrictions in clause 24.1 apply shall be reduced by any period that you spend on Garden Leave immediately before Termination.
- 24.5 If, during the Appointment or before the expiry of the last of the covenants in this clause 24, you receive an approach or offer to be involved in any Capacity in a business which competes

with any part or parts of any Group Company's business with which you are or have been involved to a material extent during the Appointment, you shall:

- 24.5.1 notify the Board in writing of the fact of the approach or offer and the identity of the person making the approach or offer as soon as possible; and
- 24.5.2 if requested, provide a copy of any written offer as soon as possible and ensure that the consent of the person making the approach or offer to you is obtained (if necessary) to disclose a copy of the written offer to us; and
- 24.5.3 give the person making the offer a copy of this clause 24 within seven days of the offer being made.

The obligations contained in this clause 24.5 are continuing obligations and shall also apply if, at any time subsequent to the relevant approach or offer being made but before the expiry of the last of the covenants in this clause 24, the business making the offer or approach so competes with any Group Company's business.

- 24.6 If, at any time during your employment, two or more Restricted Persons have left their employment, appointment or engagement with us to carry out services for a business concern which competes with, or is intended to compete with any Restricted Business, you will not at any time during the six months following the last date on which any of those Restricted Persons were employed or engaged by us, be employed or engaged in any way with that business concern.
- 24.7 The parties entered into the restrictions in this clause 24 having been separately legally advised.
- 24.8 Each of the restrictions in this clause 24 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.
- 24.9 If your 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, you will, if required, enter into an agreement with the New Employer containing post-termination restrictions corresponding to those restrictions in this clause 24, protecting the confidential information, trade secrets and business connections of the New Employer.
- 24.10 You will, at our request and expense, enter into a separate agreement with any Group Company in which you agree to be bound by restrictions corresponding to those restrictions in this clause 24 (or such of those restrictions as may be appropriate) in relation to that Group Company.

## **25 Disciplinary and grievance procedures**

- 25.1 You are subject to our disciplinary rules and procedure, and our grievance procedure, copies of which are available from the Board. These rules and procedures do not form part of your contract of employment.



- 25.2 If you want to raise a grievance, you may apply in writing to the Board in accordance with our grievance procedure.
- 25.3 If you wish to appeal against a disciplinary decision you may apply in writing to the Board in accordance with our disciplinary procedure.
- 25.4 The Board may suspend you from any or all of your duties for no longer than is necessary to investigate any disciplinary matter involving you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.
- 25.5 During any period of suspension:
- 25.5.1 you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
  - 25.5.2 you shall remain our employee and bound by the terms of this agreement;
  - 25.5.3 you shall ensure that the Board knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
  - 25.5.4 the Board may exclude you from your place of work or any of any Group Company's other premises; and
  - 25.5.5 the Board may require you 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.

## **26 Pensions**

- 26.1 If you are eligible, the Company will enrol you automatically into a registered personal pension scheme nominated by you, in accordance with our obligations under Part 1 of the Pensions Act 2008, subject to the scheme satisfying any applicable legal requirements. Any such scheme is subject to its rules as may be amended from time to time.
- 26.2 If you are not eligible to be enrolled automatically, the Company will comply with any duties it may have in respect of you under Part 1 of the Pensions Act 2008 and will provide alternative pension scheme arrangements to the extent required by law.
- 26.3 Any pension contributions shall be payable in equal monthly instalments in arrears. Any pension contributions to be made by you shall be made by way of deduction from your salary.

## **27 Data protection**

- 27.1 We will collect and process information relating to you in accordance with our privacy notice from time to time in place.

27.2 You shall comply with the Data Protection policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of ours. You will also comply with our policies from time to time in force.

27.3 Failure to comply with any of the policies listed above in clause 27.2 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

## **28 Collective agreements**

There is no collective agreement which directly affects the Appointment.

## **29 Reconstruction and amalgamation**

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of any Group Company, whether by winding up or otherwise, and you are 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, you shall have no claim against us or any such undertaking arising out of or connected with the termination.

## **30 Notices**

30.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be:

30.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this agreement or as otherwise notified in writing to the other party; or

30.1.2 sent by email to the email address notified by the other relevant party.

30.2 Unless proved otherwise, any such notice shall be deemed to have been received:

30.2.1 if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee; or

30.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

30.2.3 if sent by email, at the time of transmission (as evidenced by a delivery receipt).

30.3 If deemed receipt under clause 30.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 30.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

- 30.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

### **31 Entire agreement**

- 31.1 This agreement and any document referred to in it 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.
- 31.2 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.
- 31.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 31.4 Nothing in this clause shall limit or exclude any liability for fraud.

### **32 Variation**

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).

### **33 Counterparts**

- 33.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 33.2 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

### **34 Third Party Rights**

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

### **35 Governing law**

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

### **36 Jurisdiction**

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

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

Executed as a deed by **ELECTRIC** )  
**GUITAR PLC** acting )  
by JOHN HUTCHINSON, a director )  
in the presence of: ) Director

Witness Signature )  
Witness Name )  
(block capitals)  
Witness Address )

Executed as a deed by **JOHN REGAN** )  
in the presence of )

Witness Signature )  
Witness Name )  
(block capitals)  
Witness Address )