

DATED 15 November 2014

(1) PACE PLC

- AND -

(2) DAVID MARK SHUTTLEWORTH

PACE EXECUTIVE TEAM MEMBER SERVICE AGREEMENT

AN AGREEMENT made on 15 NOVEMBER 2014

BETWEEN:-

- (1) **PACE plc** (registered number 1672847) whose registered office is at Victoria Road, Saltaire, Shipley, West Yorkshire, BD18 3LF (the "Company"); and
- (2) **David Mark Shuttleworth** of Villa 124, Green Community East, Dubai, UAE (the "Executive").

IT IS AGREED as follows:-

1. Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings:-

"the Act"	Employment Rights Act 1996;
"Board"	the Board of Directors of the Company from time to time;
"Effective Date"	the date referred to in clause 2.1;
"Group Company"	any company which from time to time is:- <ol style="list-style-type: none">(a) a subsidiary of the Company;(b) a holding company of the Company; or(c) a subsidiary of any such holding company; <p>"subsidiary" and "holding company" have the meanings attributed to them by section 1159 of the Companies Act 2006;</p>
"Remuneration Committee"	the committee of non-executive directors as appointed by the Board from time to time for the purposes of determining the Company's policy on executive remuneration;
"Term"	the period of the Executive's employment hereunder;
"Termination Date"	the date on which the employment of the Executive under this Agreement shall terminate for whatever reason,

and derivative expressions shall be construed accordingly.

- 1.2 Words and phrases which are not defined in this Agreement but which are defined in the Act, Companies Act 2006, or the Insolvency Act 1986 shall be construed as having those meanings.
- 1.3 References to any statute or statutory provision shall be construed as references to the statute or statutory provision as in force at the date of this Agreement and as subsequently re-enacted or consolidated and shall include references to any statute or any statutory provision of which it is a re-enactment or consolidation.
- 1.4 Unless the context otherwise requires references in this Agreement to the masculine gender shall be deemed to include the feminine and vice versa.
- 1.5 The Schedules to this Agreement are an integral part of this Agreement and references to this Agreement include reference thereto.

2. Appointment and Term

- 2.1 The Executive's employment under this Agreement will commence on 12 January 2015 or such later date as is agreed between the parties (the "Effective Date").
- 2.2 This Agreement is conditional on the following requirements being complied with as at the Effective Date:-
 - 2.2.1 No circumstance having arisen which would fall within the ambit of clause 12.3 below and which would have entitled the Company to summarily dismiss the Executive were he to be employed by the Company.
 - 2.2.2 The Executive having passed a medical examination certifying him fit for employment by a practitioner approved by the Company.
- 2.3 The Company shall employ the Executive and the Executive shall serve the Company as Chief Financial Officer.
- 2.4 The Executive's employment hereunder shall commence on the Effective Date and continue (subject to the provisions of this Agreement) until terminated by the Company giving to the Executive not less than 12 months' notice in writing or by the Executive giving to the Company not less than 6 months' notice in writing.
- 2.5 The Executive represents to the Company that he is entitled to enter into this Agreement and to implement and carry out its terms and that by so doing he shall not be in breach of any obligation (contractual or otherwise) to any third party which would entitle that third party to damages or any other remedy at law.

3. Duties

3.1 The Executive shall:

- 3.1.1 perform the duties and exercise the powers which from time to time may be assigned to him or vested in him by the Company giving at all times the full benefit of his knowledge, expertise and skill;
- 3.1.2 devote the whole of his time, ability and attention to his duties under this Agreement during normal office hours and such other times as may be reasonably required for the proper performance of his duties;
- 3.1.3 use his utmost endeavours to promote the interests of the Company and the Group Companies and shall not knowingly do or willingly permit to be done anything to the prejudice, loss or injury of the Company or any Group Company;
- 3.1.4 carry out such duties in a faithful, diligent and competent manner; and
- 3.1.5 conform to the lawful and reasonable instructions or directions of the Chief Executive Officer and implement, apply and comply with the Company's policies and procedures in force from time to time.

3.2 The Company may at any time:-

- 3.2.1 require the Executive to carry out any powers, duties, responsibilities and objectives as may be commensurate with his status and assigned to him by the Chief Executive Officer; and
- 3.2.2 require the Executive to perform services commensurate with his status not only for the Company but also for any other Group Company including, if so required, acting as a director, officer, nominee or representative of any Group Company and in such circumstances shall be entitled to independent legal advice paid for by the Company (with the prior agreement of the Senior Independent Director) so as to fully understand his duties and obligations.

3.3 The Executive shall at all times keep the Chief Executive Officer promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company and the Group Companies and provide such explanations of his conduct as they may reasonably require.

3.4 During any period of notice and provided that the Company continues to pay the Executive's salary, any previously declared and payable discretionary bonus and to provide all benefits to which he is contractually entitled during such period, the Company shall be entitled at its absolute discretion:

- 3.4.1 to require the Executive to carry out his duties or to exercise his powers or responsibilities under this Agreement during the remainder of the notice period (or any such part of such period);

- 3.4.2 to require the Executive to resign immediately from any offices he may hold in the Company or any Group Company;
 - 3.4.3 to require the Executive not to attend his place of work or any other premises of the Company or any Group Company during the remainder of the notice period (or any such part of such period);
 - 3.4.4 to require the Executive not to have any contact with any employees, agents, customers, clients or suppliers of the Company or any Group Company except as directed or with the consent of the Chief Executive Officer during the remainder of the notice period (or any such period);
 - 3.4.5 to require the Executive to return to the Company all documents, computer disks and other property (including summaries, extracts or copies) belonging to the Company or any Group Company or relating to its or their business or belonging to its or their agents, customers, clients or suppliers;
 - 3.4.6 to require the Executive to work from his home and/or to carry out exceptional duties or special projects outside the normal scope of his duties as responsibilities.
- 3.5 For the avoidance of any doubt, the exercise by the Company of its rights pursuant to clause 3.4 shall not affect any of the Executive's other obligations to the Company and its Group Companies and, in particular, his duties under clauses 3 and 4 of this Agreement, save for the fact that the Executive shall be released from the requirement to perform his executive duties.
- 3.6 The Executive shall not without the prior written consent of the Company engage in any other activities, public office or other occupation outside his employment. The Executive warrants that he holds no public office or occupation outside his employment nor participates in any outside activities which might interfere with his performance of his duties to the Company.

4. Conflicts of Interest and Dealings in Securities

- 4.1 During the Term the Executive shall not whether by himself, in partnership, common ownership or as a joint venture with any third party (except as a representative or nominee of the Company or any Group Company or otherwise with the prior consent in writing of the Chief Executive Officer) be directly or indirectly engaged, concerned or interested in any other business which:-
- 4.1.1 is wholly or partly in competition with any business carried on by the Company or any Group Company; or
 - 4.1.2 as regards any goods or services is a supplier to or customer of the Company or any Group Company;

provided that the Executive may hold (directly or through nominees) by way of bona fide personal investment any units of any authorised unit trust and up to three per cent of the issued shares, debentures or other securities of any class of any company whose shares are listed on a recognised investment exchange

within the meaning of the Financial Services and Markets Act 2000 or dealt in the Alternative Investment Market.

- 4.2 The Executive acknowledges that he shall not enter into any transaction which contravenes the insider dealing provisions contained in Part V of the Criminal Justice Act 1993 nor behave in such a manner as contravenes the market abuse provisions contained in Part VIII of the Financial Services and Markets Act 2000 or otherwise contravenes that Act.
- 4.3 The Executive undertakes at all times to comply (and procure that his spouse and minor children comply) with both with the provisions and with the spirit of all applicable laws, regulations, rules and codes of conduct (including without limitation the Listing Rules issued by the Financial Conduct Authority as the United Kingdom Listing Authority) together with any policy or code adopted by the Company (or any Group Company) from time to time in force in relation to:
 - 4.3.1 dealings in shares, debentures or other securities of the Company or any other Group Company; and/or
 - 4.3.2 any unpublished price-sensitive information affecting the shares, debentures or other securities of any such company; and/or
 - 4.3.3 any contract for differences, spread or other bet and/or any other transaction entered into by reference (directly or indirectly) to the price of shares in the Company or in any of its customers or suppliers (unless in any case the Executive has obtained the Company's prior written consent to the contract, bet or transaction in question).

5. Hours and Place of Work

- 5.1 The Executive shall conform to such hours of work as may from time to time be reasonably required of him, consistent with his appointment. The Executive expressly acknowledges and affirms that he has control over the hours he works and that his working time is not determined by the Company and, as such the limit on average working time of 48 hours per week as provided for by the Working Time Regulations 1998 does not apply to his appointment. For the avoidance of doubt, however, the Executive agrees that he will work in excess of an average 48 hours per week should the Company require him to do so. If the Executive wishes to terminate his agreement to opt out of the 48-hour average limit, he is required to give the Company three months' written notice of his intention to do so. The Executive shall not be entitled to receive any additional remuneration for work outside the Company's normal business hours.
- 5.2 The Executive's place of work shall be Saltaire but the Company may require the Executive to work at any place within the United Kingdom including but not limited to any other premises of the Company or any Group Company on either a temporary or an indefinite basis. The Executive may also be required to travel throughout and outside the United Kingdom as required for the proper performance of his duties.

6. Salary and Bonus

- 6.1 The Executive shall receive a fixed annual salary of £340,000. The salary shall accrue from day to day and be payable by equal monthly instalments in arrears on the last working day of each calendar month.
- 6.2 In addition to the Executive's fixed annual salary, the Company may pay to the Executive a bonus from time to time of such amount and on such terms as the Remuneration Committee shall determine.
- 6.3 Save as provided in this Agreement the Executive shall not be entitled to any fees in respect of any directorship of the Company or any Group Company and to give effect to this clause the Executive shall pay to the Company or procure that the Company is paid any such fees received.
- 6.4 The Executive's remuneration shall be subject to annual review in January (commencing 1 January 2016) of each year without any obligation to increase the same. For the avoidance of doubt, the Executive's remuneration shall not be reduced on such annual review.

7. Car Allowance

- 7.1 The Executive will receive a cash car allowance. The car allowance will be such amount as the Remuneration Committee shall in its sole and absolute discretion determine (currently £15,000 per annum) and will be paid in monthly instalments, with salary, and subject to normal statutory reductions. Any car allowance is not pensionable.
- 7.2 The Executive shall be required to provide a car appropriate for the duties undertaken by him and must ensure that such car is fit for and insured for business and that he at all times maintains a current and full driving licence.

8. Pension and Other Benefits

- 8.1 The Company shall pay an annual contribution of 15 per cent of the Executive's fixed annual salary payable from time to time under clause 6.1 to one of the following as the Company may decide from time to time:-
 - 8.1.1 a personal pension scheme to be nominated by the Executive; or
 - 8.1.2 a group personal pension scheme arranged by the Company; or
 - 8.1.3 a registered pension scheme operated by the Company (and originally approved under Chapter 1 of Part XIV of the Income and Corporation Taxes Act 1988 subject to that scheme's status as a registered pension scheme not being jeopardised by such contributions). The Executive agrees that the rules of such scheme shall be interpreted as limiting the Company's contributions to such scheme to the above-mentioned rate.

Such contributions shall be subject to the rules of such scheme and any HM Revenue and Customs limits from time to time in force.

- 8.2 A contracting-out certificate under the Pension Schemes Act 1993 is not in force for the Executive's employment.
- 8.3 During the Term, the Company shall in respect of the Executive, his spouse and dependent children up to the age of 21 pay premiums to a private medical insurance scheme for medical care in the United Kingdom. Any benefits available under such private medical insurance scheme are subject to the rules of such scheme from time to time in force and insurer approval.
- 8.4 Subject to the requirements of HM Revenue and Customs and any limits applied, during the Term, the Company shall pay premiums to a life assurance scheme selected by the Company based upon cover equal to four times the Executive's fixed annual salary payable under this Agreement save that the Company shall not be bound to pay such premiums to the extent that and so long as, in the opinion of the Remuneration committee, life assurance at the requisite levels cannot reasonably be obtained for the Executive at normal rates of premium for the Executive's age and sex. Any benefits available under such life assurance scheme shall be subject to the rules of such scheme from time to time in force and insurer approval.
- 8.5 During the Term, the Company shall pay premiums to a permanent health insurance scheme of an amount to provide cover equal to 75 per cent of the Executive's fixed annual salary paid under this Agreement, but subject always to the maximum benefit payable under the scheme. If cover for that amount is not available in the market, then this benefit shall be limited to the maximum amount of cover that can be reasonably obtained at normal rates of premium for the Executive's ages and sex. Any benefits available under such permanent health insurance scheme shall be subject to the rules of such scheme from time to time in force and insurer approval.
- 8.6 The Company shall be entitled, without prejudice to the Executive's right to receive the cash equivalent benefits as set out above, at any time:
- 8.6.1 to terminate the schemes referred to in this clause 8; and/or
- 8.6.2 to withdraw and amend any of the rules or benefits of any of the schemes referred to in this clause 8
- provided only that the Company shall provide broadly equivalent alternative schemes for the Executive and his spouse and dependent children under the age of 21 and if that is not feasible or economic at the time, provide the Executive with equivalent cash benefits.
- 8.7 For the avoidance of doubt, where the Executive is receiving permanent health insurance ("PHI") benefits pursuant to the scheme referred to in clause 8.5, the fact that the employment under this Agreement may continue for that purpose shall:
- 8.7.1 not prevent the Company from assigning the Executive's duties to any other person;

8.7.2 entitle the Company to require the Executive to resign from any office he may hold in the Company or any Group Company;

8.7.3 not entitle the Executive to any salary or other benefits, provided under the terms of this Agreement (other than PHI benefits and life assurance).

9. Holidays

9.1 The Company's holiday year runs from 01 January to 31 December. The Executive shall be entitled (in addition to the usual public and Bank holidays in England and Wales and observed by the Company) to 28 working days' holiday on full pay in every holiday year to be taken at such time or times as the Chief Executive Officer shall approve. Any holiday not so used in a calendar year may be carried forward to the following holiday year with the prior written consent of the Chief Executive Officer.

9.2 For the holiday year in which the Executive's employment commences the Executive shall be entitled to his annual holiday entitlement calculated on a pro rata basis. Upon termination of the Executive's employment (otherwise that under clause 12.3) the Executive shall either be entitled to salary in lieu of any outstanding pro rata holiday entitlement or be required to repay to the Company any salary received in respect of holiday taken in excess of his pro rata holiday entitlement such salary to be calculated on the basis of 1/260 of the fixed annual salary payable to the Executive pursuant to this Agreement for each day of the outstanding holiday entitlement or excess holiday taken.

9.3 The Company reserves the right, at its sole discretion, to require the Executive to take or not take all or part of any outstanding holiday during any notice period.

9.4 If this Agreement is terminated under clause 12.3 the Executive's entitlement to accrued holiday pay will be calculated at the rate of £1 per day of outstanding holiday entitlement.

10. Illness or Accident

10.1 The Executive shall from time to time at the request and expense of the Company submit to medical examinations and tests by a medical practitioner nominated by the Company, the results of which shall, subject to the provisions of the Access to Medical Reports Act 1988 (as applicable), be disclosed to the Company. Notwithstanding the provisions of the Access to Medical Reports Act 1998, the Executive shall consent to the Company obtaining any medical report relating to his physical or mental health prepared by a medical practitioner who is or has been responsible for his care.

10.2 If the Executive is absent from his duties as a result of sickness or injury for a period of seven days or more he notify the Chief Executive Officer of his absence on a continuing basis and will, at the request of the Company, produce to the Company a medical certificate in respect of this absence.

10.3 If the Executive is absent from his duties as a result of illness or injury then (subject to his compliance with the requirements in this clause) he will be entitled

to payment of his fixed salary during such absence for a period (in total) of no more than 26 weeks in any period of 12 months (whether the absence is intermittent or continuous). Thereafter, the Executive will not be entitled to any further payment from the Company (other than Statutory Sick Pay) until he has resumed his duties (without further absence) for a period of 12 weeks. Any additional salary and benefits paid or provided to the Executive in respect of additional periods of absence will be at the sole discretion of the Remuneration Committee. During any period of absence owing to accident or illness, the Company shall be entitled at any time to appoint a further executive director/employee to perform the Executive's duties and exercise his powers.

- 10.4 The Company shall pay the Executive all sums payable by way of statutory sick pay in accordance with the legislation in force at the time of absence and any remuneration paid shall be deemed to be inclusive of statutory sick pay.
- 10.5 If the Executive receives any sums by way of compensation for loss of earnings under this Agreement from a third party in respect of a period for which the Company is making payments to him under this clause, such payments shall be treated as being made by way of loan and shall be recoverable by the Company. Any such payment under this clause shall be subject to the maximum aggregate sum permitted to be lent by the Company to the Executive under the restrictions contained in the Companies Act 2006 relating to loans made to Directors.

11. Expenses

The Executive shall be entitled to be reimbursed all reasonable out-of-pocket expenses (including hotel, travelling and entertainment expenses but excluding any car parking fines or road traffic offence fines) reasonably incurred by him in the proper performance of his duties, subject to the Company's policy from time to time and the production of such receipts or other evidence as the Company may reasonably require.

12. Termination

- 12.1 The Company shall at all times be entitled to terminate the Agreement with notice pursuant to clause 2 or clause 12, notwithstanding that such termination may prejudice the Executive's potential eligibility for or entitlement to receive benefits under the permanent health insurance scheme referred to in clause 8, or sick pay referred to in clause 10.
- 12.2 The Company may, at its sole and absolute discretion, terminate the Executive's employment forthwith at any time by serving notice under this clause stating that the Agreement is being determined in accordance with this clause and undertaking to pay to the Executive within 28 days a sum equal to 12 months of the Executive's fixed annual salary entitlement and car allowance under this Agreement (subject to tax and National Insurance), to pay the employer's pension contributions provided for under this Agreement and to continue to pay premiums to the life assurance scheme referred to in clause 8 (subject to the proviso contained therein) in lieu of any required period of notice or unexpired part thereof together with any accrued holiday entitlement. Where the Company terminates this Agreement otherwise than in accordance with this clause or clause 2 then, subject to clause 12.3, the damages to which the Executive may be entitled shall

be calculated in accordance with ordinary common law principles including those relating to mitigation of loss.

- 12.3 Notwithstanding the provisions of clauses 12.1 and 12.2, the Company shall be entitled to terminate this Agreement and the Executive's employment forthwith without any compensation or damages if the Executive shall:-
- 12.3.1 commit any act of serious misconduct;
 - 12.3.2 commit any (i) material breach or (ii) after written warning from the Company any persistent breach of any of the terms or conditions of this Agreement;
 - 12.3.3 wilfully neglect or refuse to carry out any of his duties or to comply with any instruction given to him by the Chief Executive;
 - 12.3.4 have a bankruptcy order made against him or shall compound with or enter into any voluntary arrangements with his creditors;
 - 12.3.5 be convicted of any criminal offence (other than an offence under the Road Traffic Acts for which a penalty of imprisonment is not imposed);
 - 12.3.6 be disqualified from holding office in the Company or any other company under the Insolvency Act 1986 or the Company Directors Disqualification Act 1986;
 - 12.3.7 be disqualified or disbarred from membership of, or be subject to any serious disciplinary sanction by, any professional, regulatory or other body, which undermines the confidence of the Chief Executive in the Executive's continued employment;
 - 12.3.8 act in any way which brings or may bring the Company or any Group Company into disrepute or discredit (whether or not the act is connected with the Executive's employment); or
 - 12.3.9 resign as a director of the any Group Company except where this has been required by the Company pursuant to clause 3.4.2.
- 12.4 It shall be a fundamental term of this Agreement that the Executive shall comply at all time with the Model Code for transactions and securities for directors and relevant employees issued from time to time by the Financial Conduct Authority and it shall be the responsibility of the Executive to make himself aware of the provisions of the Model Code and the parties agree (without prejudice to the effect of any other conduct of the Executive) any breach by the Executive of the Model Code shall be serious misconduct for the purposes of clause 12.3.1 above.
- 12.5 Without prejudice to clause 12.2 and 12.3 but notwithstanding any other provisions of this Agreement, if the Executive has been unable to perform his duties properly by reason of illness or injury for a period or periods aggregating at least 180 days in any period of 12 consecutive calendar months then the Company may (by not less than three months prior written notice) terminate the Executive's employment.

- 12.6 On the Termination Date (or earlier if required pursuant to clauses 3.4 or 8.7 of this Agreement) the Executive will resign forthwith (without any compensation) from the boards of any Group Company of which he is director and from any other office or trusteeship and the Executive shall at the time of signing this Agreement appoint the Company as his attorney by executing a power of attorney in the form set out in Schedule 1 to do and sign in his name and on his behalf any things and documents as may be required under the constitution of each company to make his resignation effective.
- 12.7 The proper exercise by the Company of its right of termination under this clause 12 shall be without prejudice to any other rights or remedies which the Company or any Group Company may have or be entitled to exercise against the Executive.
- 12.8 If the employment of the Executive under this Agreement shall be terminated for the purpose of reconstruction or amalgamation only whether by the liquidation of the Company or otherwise and he shall be offered employment with any concern or undertaking resulting from this reconstruction, rearrangement or amalgamation on terms and conditions not less favourable than the terms of this Agreement then the Executive shall have no claim against the Company (or any reconstructed company) in respect of the termination of his employment hereunder.
- 12.9 The Executive shall not at any time during any period when he is required to cease the performance of his duties under clause 3.4 or after the Termination Date make any public statements in relation to the Company or any Group Company or any of their officers or employees. The Executive shall not after the Termination Date represent himself as being employed by or connected with the Company or any Group Company.
- 12.10 All credit, charge and expense cards and all books, papers, drawings, designs, documents, records and computer disks, software (in all cases including any notes, copies, extracts or summaries) kept or made by or in the possession or control of the Executive belonging to the businesses of the Company and any Group Company and all other property of the Company and any Group Company are and remain the property of the Company or such Group Company. All such items and any property belonging to its agents, customers, clients or suppliers in the possession, custody or under the control of the Executive at the Termination Date shall be immediately delivered to the Company at the Termination Date or earlier on request by the Company.
- 12.11 It is acknowledged that the Executive may, during the Term, be granted rights under the rules from time to time of the Company's Share Option Plans or any other profit sharing, share incentive, share option, bonus or phantom option schemes operated by the Company or any Group Company with respect to shares in the Company or any Group Company. If, as a result of termination of employment or notice of termination being given, the Executive loses any of the rights or benefits under such scheme (including rights or benefits which the Executive would not have lost had this Agreement not been terminated), the Executive shall not be entitled, by way of compensation for loss of office or otherwise howsoever, to any compensation for any loss, including any loss of any rights or benefits under or as a result of any such schemes.

13. Confidentiality

- 13.1 Without prejudice to his obligations implied by law, the Executive shall not for whatever reason (other than with the prior written consent of the Chief Executive):-
- 13.1.1 during the Term disclose or communicate or use any Confidential Information other than in the proper performance of his duties under this Agreement; and
 - 13.1.2 after the Termination Date disclose or communicate or use any Confidential Information which may have been disclosed to the Executive or which may otherwise have come to his attention in the course of his employment.
- 13.2 The Executive shall during the Term and thereafter use his best endeavours to prevent the disclosure or communication or use of such Confidential Information by or to any other person, firm, company or organisation.
- 13.3 This restriction shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Executive.
- 13.4 For the purpose of this clause “Confidential Information” shall mean all information relating to the Company and/or the Group’s business, finances, transactions, affairs, products, services, processes, equipment or activities which comes to the Executive’s knowledge during the course of his employment and which by reason of its character and/or how it comes to his knowledge is evidently confidential and includes but is not limited to, actual and proposed designs for products, source code, algorithms, passwords, executable files, developer tools and other software components, technical or scientific data, manufacturing processes, designs and technical drawings, management accounts, business and marketing plans and strategies, customer records, negotiations, requirements and terms of trading with customers.

14. Restrictive Covenants

The provisions of Schedule 2 shall have effect.

15. Intellectual Property Rights

The provisions of Schedule 3 shall have effect.

16. Disciplinary and Grievance Procedure

- 16.1 No specific disciplinary procedure applies to the Executive but disciplinary matters in relation to the Executive will be dealt with by the Chief Executive of the Company. Should the Executive wish to appeal against any disciplinary decision he should submit his appeal in writing to the Chairman for hearing and whose decision on such appeal shall be final.
- 16.2 If the Executive wishes to raise any grievance relating to his employment he should first discuss the matter with the Chief Executive of the Company (if the

grievance relates to the Chief Executive Officer then the Executive should raise the matter with the Chairman). If the matter is not then settled he should submit his grievance to the Chairman of the Company in writing for hearing and whose decision on such grievance shall be final.

- 16.3 The Company reserves the right to suspend the Executive in order to investigate any allegations against the Executive of misconduct, neglect or breach of any of the provisions of this Agreement. During the suspension, the Company reserves the right to exclude the Executive from any premises of the Company and any Group Company and instruct the Executive not to contact any person(s) connected with his employment for so long as is reasonably necessary to carry out a proper investigation and hold and conclude any appropriate disciplinary proceedings. The Executive shall be entitled to receive his salary and other benefits under this Agreement during any period of suspension. For the avoidance of doubt, any investigation can be undertaken by any person authorised by the Chief Executive Officer to undertake the same notwithstanding the provisions of clause 16.1 of this Agreement.

17. Notices

Any notice to be given under this Agreement shall be in writing. Notices may be served by either party by personal service or by recorded delivery or by first class post addressed to the other party or by leaving such notice at (in the case of the Company) its registered office for the time being and (in the case of the Executive) his last known address and any notice given by letter shall be deemed to have been served at the time at which the letter was personally served or if sent by recorded delivery post at the time of delivery as recorded or if sent by first class post on the second working day after posting or in the case of being left at the last know address, the date on which it was so left.

18. Deductions

For the purposes of the Act and otherwise the Executive consents to the deduction from any sums owing to him by the Company or any Group Company (including from any wages or other remuneration) of any sums owing by him to the Company at any time and he also agrees to make payment to the Company of any sums owed by him to the Company or any Group Company upon demand by the Company/Group Company at any time. This clause is without prejudice to the rights of the Company/Group Company to recover any sums or balance of sums owing by the Executive to the Company/Group Company by legal proceedings.

19. Data Protection

The Company (and where appropriate any Group Company) shall hold personal data in relation to the Executive in its manual and automated filing systems. The Executive consents to the processing and disclosure of such data both inside and, where necessary, outside the European Economic Area where this is necessary or reasonably required for the performance of this Agreement, the proper administration and management of the employment relationship (both during and after employment) or the conduct of the Company or Group Company's business or where required by law. The

Executive agrees to comply with the Company's Data Protection Policy in force from time to time.

20. IT/Email/Internet Policy

The Executive agrees to adhere to the Company's IT/email and/or internet policy which the Company may operate from time to time. The Company may at any time monitor or record the Executive's use of the Company's communications system (including telephone, fax, email and/or internet use) and the Executive accordingly consents to such monitoring or recording taking place.

21. Indemnity

The Company maintains Director's and Officer's Liability Insurance and the Executive is entitled to benefit of cover under that insurance subject to the policy rules and limitations in force from time to time.

22. General

22.1 The information in this Agreement constitutes a written statement of the terms of employment of the Executive in accordance with the provisions of the Act. There are no collective agreements in force affecting the Executive's employment under this Agreement.

22.2 This Agreement constitutes the entire and only legally binding agreement between the parties relating to the employment of the Executive by the Company or any Group Company and replaces any previous employment agreements or arrangements. No variation to this Agreement shall be effective unless made in writing signed by or on behalf of the parties and expressed to be such a variation.

22.3 No failure or delay by the Company or any Group Company in exercising any remedy, right, power or privilege under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or exercise of any other remedy, right, power or privilege.

22.4 No waiver by the Company or any Group Company of any of the requirements of this Agreement or any of any of its/their rights under this Agreement shall have effect unless given in writing and signed by the Chief Executive Officer. No waiver of any particular breach of the provisions of this Agreement shall operate as a waiver of any repetition of that breach.

22.5 The expiration or termination of this Agreement shall not operate to affect the provisions of this Agreement which are expressed to operate or have effect after the Termination Date and shall be without prejudice to any accrued rights or remedies of the parties.

22.6 If any provision of this Agreement shall be, or become, void or unenforceable for any reason within any jurisdiction, this shall not affect the validity of that provision within any other jurisdictions nor any of the remaining provisions of this Agreement.

22.7 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of England and Wales.

22.8 In the event of any claim, dispute or difference arising out of or in connection with this Agreement the parties hereto irrevocably agree and submit to the exclusive jurisdiction of the Courts of England and Wales.

22.9 This Agreement is intended to provide a statement pursuant to Section 1 of the Act.

SIGNED by Anthony Dixon
duly authorised for and on behalf of
PACE plc

)
)
)



SIGNED by
DAVID MARK SHUTTLEWORTH

)
)



in the presence of:-



Witness name: J E Shuttleworth

Address: PO Box 474223, Dubai

B

Schedule 1

Power of Attorney

By this Power of Attorney made on 15 November 2014, I **DAVID MARK SHUTTLEWORTH** of Villa 124, Green Community East, Dubai, UAE in accordance with the terms of the service agreement ("the Service Agreement") of even date between myself and **PACE plc** ("the Company") **HEREBY APPOINT** the Company to act as my attorney with authority in my name and on behalf (so that words and expressions defined in the Service Agreement shall have the same meanings herein):-


- (a) on or after the Termination Date to do any things and sign any documents as may be required under the constitution of the Company and each Group Company to make my resignation as a director from those companies effective;
- (b) to sign or execute any and all agreements, instruments, deeds or other papers and to do all such things in my name as may be necessary or desirable to implement my obligations under Schedule 3 to the Agreement;
- (c) within 2 days of the Company having requested my resignation pursuant to clause 3.4 to do any thing and sign any documents to make my resignation as a director from those Companies effective;
- (d) to appoint any substitute and to delegate to that substitute all or any powers conferred by this Power of Attorney.

I declare that this Power of Attorney, having been given by me to secure my obligations under clauses 11.4, 3.4 and Schedule 3 to the Service Agreement, shall be irrevocable in accordance with section 4 of the Powers of Attorney Act 1971.

IN WITNESS whereof this Power of Attorney has been duly executed.

EXECUTED as a **DEED** and
DELIVERED by **DAVID**
MARK SHUTTLEWORTH

) 

in the presence of:- 

Witness name: J E Shuttleworth

Address: PO Box 474223

Occupation: Nutritional Therapist

Schedule 2

Restrictive Covenants

For the avoidance of doubt, the provisions of this Schedule shall not apply if this Agreement is terminated wrongfully by the Company.

In this Schedule the following words shall have the following meanings:-

Definitions

“Business”	the business or businesses of the Company or any Group Company in or with which the Executive has been involved or concerned at any time during the period of twelve months prior to the Termination Date;
“directly or indirectly”	the Executive acting either alone or jointly with or on behalf of or through any other person, firm or company, whether as principal, partner, manager, employee, contractor, director, consultant, investor or otherwise;
“Key Personnel”	any person who is at the Termination Date or was at any time during the period of six months prior to the Termination Date employed in an executive or senior managerial or technical capacity, or engaged as a consultant, in the Business and with whom the Executive has had dealings (other than in a <i>de minimis</i> way) during the course of his employment under this Agreement.
“Prospective Customer”	any person firm or company who has, at any time during the period of twelve months prior to the Termination Date been engaged in negotiations, with which the Executive has been personally involved or for which the Executive has responsibility, relating to the manufacture, sale or distribution of goods or the provision of services by the Company or any Group Company or in respect of which the Executive is in possession of confidential information.
“Relevant Area”	any country in the world where, during the period of twelve months prior to the Termination Date, the Company or any Group Company is or has been engaged in the research into, manufacture, distribution, sale or supply or has otherwise dealt with the Relevant Goods and with which activity the Executive has been concerned or for which he has had responsibility.
“Relevant Customer”	any person firm or company with whom or which the Executive dealt or for whom he had responsibility (other than in a <i>de minimis</i> way) or in respect of whom

the Executive is or was in possession of confidential information at any time during the twelve months prior to the Termination Date and to or for whom or to whose order goods were manufactured, sold or distributed or services provided by the Company or any Group Company.

“Relevant Goods”	any goods, products or services competitive with those manufactured, sold, distributed or provided by the Company or any Group Company at any time during the twelve months prior to the Termination Date and with which the Executive was involved or concerned at any time during the said period;
“Relevant Period”	the period of six months from the Termination Date less any period during which the Executive has not been provided with work pursuant to clause 3.4 of this Agreement.
“Relevant Supplier”	any person firm or company who at any time during the twelve months prior to the Termination Date was a supplier of any goods or services (other than utilities or goods or services supplied for general administrative purposes) to the Company or any Group Company and with whom or which the Executive had personal dealings of foe whom the Executive had responsibility during the course of his employment under this Agreement (other than in a <i>de minimis</i> way) or in respect of whom the Executive is or was in possession of confidential information, and derivative expressions shall be construed accordingly.

1. The Executive shall not without the prior written consent of the Chairman or the Board directly or indirectly at any time within the Relevant Period:-
 - (a) solicit or entice away from the Company or any Group Company; or
 - (b) endeavour to solicit or entice away from the Company or any Group Company; or
 - (c) endeavour to employ or engage; or
 - (d) employ or engage any Key Personnel.
2. The Executive shall not without the prior written consent of the Chairman or the Board directly or indirectly at any time within the Relevant Period:-
 - 2.1 (a) solicit the custom of facilitate the solicitation of; or
 - (b) deal with,

- (c) accept employment with any Relevant Customer or Prospective customer in respect of any Relevant Goods; or
- 2.2 (a) interfere or endeavour to interfere with the continuance of supplies to the Company and/or any Group Company (or the terms relating to those supplies) by any Relevant Supplier.
- 3. The Executive shall not without the prior written consent of the Chairman or the Board directly or indirectly at any time within the Relevant Period engage or be concerned or interested in any business within the Relevant Area which (a) competes or (b) will at any time during the Relevant Period compete with the Business PROVIDED THAT the Executive may hold (directly or through nominees) by way of bona fide personal investment any units of any authorised unit trust and up to three per cent of the issued shares, debentures or securities of any class of any company whose shares are listed on a recognised investment exchange within the meaning of the Financial Services Act 2000. For the avoidance of doubt nothing in this provision shall prevent the Executive from taking up non executive directorships in companies which do not compete with the Company.
- 4 The Executive acknowledges and agrees that:
 - 4.1 The provisions of this Schedule are necessary to protect the goodwill and interests of the Company and the Group Companies and shall constitute separate and severable undertakings given for the benefit of the Company and each Group Company and may be enforced by the Company on behalf of any of them;
 - 4.2 if any of the restrictions or obligations contained in this Schedule is held not to be valid on the basis that it exceeds what is reasonable for the protection of the goodwill and interests of the Company and the Group Companies but would be valid if part of the wording were deleted then such restriction or obligation shall apply with such deletions as may be necessary to make it enforceable; and
 - 4.3 he shall be obliged to disclose the provisions of this Schedule to any third party who may at any time before or after the termination of the Executive's employment hereunder, offer to engage the Executive in any capacity and for whom or with whom the Executive intends to work.

Schedule 3

Intellectual Property Rights

1. Definitions

In this Schedule the following words shall have the following meanings:-

“Copyright Work”	any work of which the Executive is the author in which copyright subsists by virtue of the Copyright, Designs and Patents Act 1988 and any statutory amendment or replacement thereof and which relates directly or indirectly to the business of the Company or any Group Company or arises out of the work performed by the Executive for the Company or any Group Company;
“Design”	any design of which the Executive is the designer in which design right subsists by virtue of the Copyright, Designs and Patents Act 1988 and any statutory amendment or replacement thereof and which relates directly or indirectly to the business of the Company or Group Company or arises out of the work performed by the Executive for the Company or any Group Company;
“Invention”	any discovery, invention or improvement made by the Executive alone or with others in relation to goods, products, processes, equipment, systems or activities and/or services which directly or indirectly relates to the business of the Company or any other Group Company or arises out of work performed by the Executive for the Company or any Group Company;
“Registrable Design”	any design of which the Executive is the designer and which is registrable pursuant to the Registered Designs Act 1949 as amended or replaced from time to time and which relates directly or indirectly to the business of the Company or any Group Company or arises out of the work performed by the Executive for the Company or any Group Company;

and derivative expressions shall be construed accordingly.

2. Inventions

- 2.1 It shall be the duty of the Executive during the Term to consider and keep under review the way in which the products, services, processes, equipment, systems and activities of the Company and any Group Company might be improved and/or enhanced. .
- 2.2 As a result of the nature of the Executive's duties and the responsibilities arising from them, he has a special obligation to further the interests of the Company and the Group Companies and, accordingly, all inventions (including those made as a result of any special project for the Company or any Group Company outside the scope of the Executive's normal duties) and all rights in such inventions shall belong to the Company.
- 2.3 The Executive shall not, without the prior written consent of the Company and whether during or after the period of his employment by the Company, disclose an invention to any third party or use the same for the benefit of himself or any third party but shall maintain absolute confidentiality in relation to the invention.
- 2.4 Immediately on making any invention and in any event upon request by the Company, the Executive shall disclose to the Company all information (in whatever form the same may exist) in his possession or control relating to the Invention.
- 2.5 At the request and expense of the Company, the Executive shall execute all documents and do all acts and things which are in the opinion of the Company necessary or desirable:-
 - 2.5.1 to vest in the Company or any person the Company may nominate the rights referred to in paragraph 2.2;
 - 2.5.2 to provide confirmation that a particular right in an Invention has vested in the Company;
 - 2.5.3 to enable applications for patents or other registered rights to be made and prosecuted in any part of the world; and
 - 2.5.4 to vest absolutely in any patent or other registered right obtained by or on behalf of the Executive in respect of an Invention in the Company or any person the Company may nominate.
- 2.6 The provisions of paragraph 2 of this Schedule shall be without prejudice to the rights of the Executive under Sections 39 and 40 of the Patents Act 1977.

3. Copyright and Design Right

- 3.1 All rights arising during the term of this Agreement in and to:-
 - 3.1.1 Copyright Works;
 - 3.1.2 Designs;

3.1.3 Registrable Designs;

and which do not by statute belong to the Company or any Group Company shall belong to the Company or any Group Company shall belong to the Company whether or not the work or design in which such right or rights subsist was made or designed during the course of the duties of the Executive.

3.2 At the request and expense of the Company the Executive shall execute all documents and do all acts and things which are in the opinion of the Company necessary or desirable:-

3.2.1 to vest in the Company or any person the Company may nominate the rights referred to in paragraph 3.2;

3.2.2 to enable applications for registered rights to be made and prosecuted in any parts of the world;

3.2.3 to vest absolutely any registered rights obtained by the Executive in respect of any Copyright Works, Designs or Registrable Designs in the Company or any person the Company may nominate.

3.2.4 to provide confirmation that a particular right in a Copyright Work, Design or Registrable Design has vested in the Company.

4. Joint Authorship and Joint Invention

4.1 Where any Invention is made by the Executive together with any other person or persons the Executive shall use his best endeavours to procure that the other person or persons assign to the Company their interest in the Invention.

4.2 Where the Executive is joint author or joint designer with any other person or persons of any work and/or design in which any of the rights referred to in paragraph 3 of this Schedule subsist, he shall use his best endeavours to procure that the joint authors assign their interest in the right or rights in question to the Company.

5. Papers and Records

Without prejudice to his obligations under clause 11.8 of the Agreement the Executive shall immediately after the Termination Date deliver to the Secretary of the Company or such other person as the Board may nominate in writing all books, papers, drawings, designs, records and computer software (including any notes, summaries, copies or extracts therefrom) in his possession or under his control at that date which relate to or concern any Invention, or any Copyright Work or Design or Registrable Design.

6. Moral Rights

The Executive hereby waives all and any moral rights (as defined in Chapter IV of the Copyright & Designs and Patents Act 1988).

7. Power of Attorney

The Executive shall at the time of signing this Agreement appoint as his attorney (in the form set out in Schedule 1) the Company to sign or execute any and all agreements, instruments, deeds or other papers and do all things in the name of the Executive as may be necessary or desirable to implement the obligations of the Executive under this Schedule.