

[Name]
[Address]

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[] 2018

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Dear [name]

Appointment as a non-executive director of Assura plc

This letter of engagement sets out the terms of your appointment as a non-executive director of Assura plc (the “**Company**”). It is agreed that this letter of engagement is a contract for services and it not a contract of employment.

1 Appointment

- 1.1 Your appointment is confirmed for a term of three years from [] 2018, unless terminated earlier in accordance with the Articles, the Companies Act 2006 or by and at the discretion of either party upon three months’ written notice. Continuation of your appointment is contingent on satisfactory performance and re-election at forthcoming AGMs. Non-executive directors are typically expected to serve two 3 year terms, although the Board may invite you to serve for an additional period.
- 1.2 Notwithstanding the above, if in reasonable opinion of the Board your position as a director becomes untenable due to a conflict of interest or for any other reason, the Board may require you to resign your position immediately or to take such action as it considers appropriate in order to remove the conflict or to render your position tenable.
- 1.3 The Board has determined you to be independent according to provision A.3.1 of the Combined Code.

2 Time Commitment

- 2.1 Overall, we anticipate a time commitment from you of two days per month. This will include attendance at Board meetings, meetings of committees of the Board as appropriate, the AGM, one annual Board away day and at least one site visit per year. In addition, you will be expected to devote the appropriate preparation time ahead of each meeting.
- 2.2 You have confirmed that you are able to devote sufficient time to meet the expectations of your role. The agreement of the Chairman should be sought before accepting additional commitments that might affect the time you are able to devote to your role as a non-executive director of the Company.

3 The Role

- 3.1 Non-executive directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for the success of the Company. On a general level, your role as a member of the Board is to:
- a. provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
 - b. set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and
 - c. set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.
- 3.2 In addition to these general requirements, your role as non-executive director has the following key elements:
- a. **Strategy:** to challenge constructively and to contribute to the development of strategy;
 - b. **Performance:** to scrutinise the performance of management in meeting agreed goals and objectives and to monitor the reporting of performance;
 - c. **Risk:** to satisfy yourself that financial information is accurate and that financial controls and systems of risk management are robust and defensible; and
 - d. **People:** to be responsible for determining appropriate levels or remuneration of executive directors and to have a prime role in appointing, and where necessary removing, senior management and in succession planning.
- 3.3 Without prejudice to your duties set out in clause 3.1 and 3.2 above, you shall comply with your Statutory Duties. For the avoidance of doubt, the Statutory Duties are set out in the schedule to this letter.

4 Fees

- 4.1 You will be paid a fee of £ gross per annum which will be paid through the payroll monthly arrears on or around the last day of the relevant calendar month.
- 4.2 In addition to the above fees £ gross per annum is payable for each position held as chair of a committee or Senior Independent Director.
- 4.3 In addition, the Company will reimburse you for all expenses reasonably incurred by you in the proper performance of the duties of your offices, provided that on request you provide the Company with such vouchers or other evidence of actual payment of such expenses as the Company may reasonably require.

5 Outside interests

- 5.1 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 the businesses of the Company or any Group Company. However, this shall not prohibit you from holding (directly or through nominees) investments listed on the London Stock Exchange or on any other recognised investment exchange (as defined in section 285 Financial Services and Markets Act 2000) so long as you do not hold more than 3% of the issued shares or other securities of any class of any one such competing company.
- 5.2 You must immediately notify the company secretary in writing of any interests you may have in shares or debentures in the Company and any Group Company and any such interests of connected persons (within the meaning of sections 252-254 Companies Act 2006) in accordance with the Disclosure and Transparency Rules.

6 Confidentiality

- 6.1 You will appreciate that the business of the Company and the Group is a specialised and competitive business and that during the course of your appointment you will have access to and have an intimate knowledge of the Company's and the Group's trade secrets and confidential information. You further acknowledge that the disclosure of any trade secrets or confidential information to actual or potential competitors of the Company or the Group would place the Company and the Group at a serious disadvantage and would do serious damage, financial and/or otherwise, to its or their business and business development and would cause immeasurable harm.
- 6.2 You must neither during the term of your appointment (except in the proper performance of the duties of your office or with the express written consent of the Board) nor at any time (without limit) after the termination of your appointment except in compliance with an order of a competent court:
- a. divulge or communicate to any person, company, business entity or other organisation;
 - b. use for your own purposes or for any purposes other than those of the Company or any Group Company; or
 - c. through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure of, any Confidential Information. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through the breach by you of the provisions of this letter or other default of yours.
- 6.3 Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk breach of these requirements without prior clearance from the Company Secretary. You should at all times comply with the Model

Code on Directors' Dealings in Securities or any other applicable share dealing rules from time to time in force.

7 Review process

The performance of individual directors and the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chairman as soon as is appropriate.

8 Insurance

The Company has directors' and officers' liability insurance and it is intended to maintain such cover for the full term of your appointment, subject to the terms and conditions of the policy of insurance from time to time in force. A copy of the policy document is available from the Company Secretary.

9 Independent professional advice

Occasions may arise when you need to consider that you need professional advice in connection with the performance of your duties as director of the Company. Circumstances may occur when it will be appropriate for you to seek such advice from independent advisers at the Company's expense. A copy of the Board's agreed procedure under which directors may obtain such independent advice will be provided to you. The Company will reimburse expenditure properly incurred in accordance with that policy.

10 Committees

In the event that you are also asked to serve on one or more of the Board committees this will be covered in a separate communication setting out the terms of reference of the relevant committee(s), and specific responsibilities and additional fees that may be involved.

11 Rights of third parties

11.1 Save as expressly provided in paragraph 11.2, 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.

11.2 Subject to the Contracts (Rights of Third Parties) Act 1999, paragraphs 5 and 6 may be enforced by any Group Company in its own right.

12 Governing law and jurisdiction

This letter is governed by and shall be interpreted in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the English courts in relation to all matters arising out of or in connection with this letter.

13 Definitions

In this letter unless the context otherwise requires the following expressions shall have the following meanings:

Board means the Board of directors for the time being of the Company, or any committee of directors for the time being.

Confidential information means information relating to the business, products, affairs and finances of the Company or any Group Company for the time being confidential to it or to them and trade secrets (including, without limitation, technical data and know-how) relating to the business of the Company or any Group Company or any of its suppliers, clients or customers.

Group means the Company and the Group companies.

Group Company means any company which is for the time being a subsidiary or holding company of the Company and any **subsidiary** of any such **holding company** and for the purposes of this letter the terms subsidiary and holding company shall have the meanings ascribed to them in section 1159 of the Companies Act 2006 or in any subordinate legislation made under the Companies Act 2006 (and **Group Companies** shall be interpreted accordingly).

Statutory Duties means your statutory duties as a director set out in Chapter 2 of Part 10 of the Companies Act 2006 as in force from time to time.

Please could you confirm your agreement to the terms set out above by signing the endorsement on the enclosed copy of this letter and returning the copy to me 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

**For and on behalf of
Assura plc Ed Smith
Chairman**

I agree to the terms set out above

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Date: