

# SERINUS ENERGY PLC

(Registered in Jersey with company no. [●])

C/o Minerva Trust & Corporate Services Limited  
The Le Gallais Building  
54 Bath Street, St Helier  
Jersey JE1 8SB

## STRICTLY PRIVATE AND CONFIDENTIAL

To: [NAME OF DIRECTOR]  
[ADDRESS]

[DATE]

Dear [NAME OF DIRECTOR],

### Serinus Energy Plc (the "Company") Appointment as Non-Executive Director

We are pleased to confirm your appointment to the board of directors of the Company (the "Board") as a non-executive director on the terms and subject to the conditions set out below. Would you please indicate your acceptance of these terms by countersigning a copy of this appointment letter and returning it to the Company.

#### 1. Appointment

Your appointment will take effect from the date of this letter and will (subject to paragraph 2 below) be for an initial term of twelve (12) months and continue thereafter until terminated by either party giving to the other not less than one (1) month's written notice. The Company reserves the right, in its sole discretion, to pay your fees (as set out in paragraph 4) in lieu of all or any part of the notice of termination (whether given by the Company or by you).

#### 2. Termination

2.1 This agreement and your appointment as a non-executive director of the Company may also be terminated forthwith (without the need for notice as required by paragraph 1) by the Company if you:

- (a) commit any act of gross misconduct, fraud or dishonesty;
- (b) seriously or persistently neglect, fail or refuse to carry out any of the duties required of you;
- (c) are guilty of any breach or non-observance of any relevant rules and/or codes issued by or on behalf of the any recognised investment exchange (including, for the avoidance of doubt, the "AIM Rules for Companies" (the "AIM Rules") published by London Stock Exchange plc (the "London Stock Exchange"), the UK Corporate Governance Code (to the extent adopted by the Company), the statement of Best Practice on the role and duties of directors by the

Institutional Shareholders Committee and any Compliance Policy (with the AIM Rules) formally adopted by the Board, or any directions of the Board relating to such rules or codes) or are guilty of any continued or successive breaches or non-observance of any of such rules and/or codes or directions in spite of written warning to the contrary by the Board, and in all cases whether or not such breach or non-observance leads to any regulatory action or fine;

- (d) shall have absented yourself or your alternate (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from three (3) consecutive meetings of the Board without special leave of absence from the directors, and they pass a resolution that you have by reason of such absence vacated office;
- (e) become bankrupt or are the subject of a receiving order or enter into any composition or deed of arrangement with your creditors;
- (f) become incapable, in the opinion of the Board (acting reasonably), of properly performing your duties under this letter;
- (g) become disqualified or prohibited from being or acting as a director of a company or become ineligible to act as a director of a company by reason of any statutory provision or an order made by any competent court; or are unable to carry out your duties hereunder by reason of mental or bodily incapacity illness or accident for a continuous period of ninety (90) working days during any twelve (12) months period;
- (h) are requested to resign by written notice signed by all the other directors of the Company;
- (i) shall cease to be a director by reason of an ordinary resolution of the shareholders of the Company or if you are not re-elected by shareholders of the Company when your re-election is sought;
- (j) are convicted of any arrestable offence (other than a road traffic offence for which a non-custodial sentence may be imposed);
- (k) are the subject of or cause the Company or any company within the same group as the Company from time to time (the "**Group Companies**") to be the subject of a penalty or reprimand imposed by any regulatory authority by which the Company or the Group Companies are governed or to which their activities are subject;
- (l) conduct yourself in a way that, in the reasonable opinion of the Board, is likely to prejudice the interests or reputation of the Company or any Group Company; and/or
- (m) otherwise cease to be a director of the Company or are required to vacate office pursuant to any provision of the Company's articles of association in force from time to time (the "**Articles**"),

provided that any delay by the Company in exercising such right of termination shall not constitute a waiver.

- 2.2 On the expiry or termination of your appointment for any reason and howsoever caused, you will immediately at the request of the Company resign without claim for

compensation from all offices held by you in the Company and any Group Company (including, without limitation, appointments to Board committees and trusteeships). Without prejudice to the generality of this paragraph 2.2, you agree that you shall do all such acts and things as the Company (or any Group Company) may require to effect your resignation from all directorships and offices to which you were appointed in connection with or by reason of the appointment. If you fail to resign when requested, you are deemed to have appointed the Company to be your attorney to execute any instrument and to do any such thing and generally to use your name for the purpose of giving the Company or its nominee the full benefit of this paragraph 2.2. Such appointment shall be irrevocable for a period of 12 months from the date that the Company requests your resignation.

2.3 The termination of your appointment (howsoever arising) is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The paragraphs in this appointment letter which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination of your appointment.

### **3. Duties**

3.1 During the continuance of your appointment you will:

- (a) bring an independent judgement to bear on issues of company strategy, performance, resources (including key appointments) and standards of conduct, *inter alia*, as outlined in the UK Corporate Governance Code issued by the Financial Reporting Council;
- (b) faithfully, efficiently, competently and diligently perform your duties and exercise your powers as a non-executive director and carry out all reasonable and lawful directions given by or under the authority of the Board and use your best endeavours to promote and extend the interests and reputation of the Company;
- (c) allocate sufficient time to meet the expectations of your role including the attendance at all Board meetings (to be held in Jersey) and committee meetings (whether in person or by telephone) and you will also be expected to attend extraordinary and annual general meetings (if any) of the Company as and when required (overall, a time commitment of one to two days per month is anticipated after the induction phase but this may increase if you are appointed to any committee(s) of the Board);
- (d) promptly declare, so far as you are aware, the nature of any interest, whether direct or indirect, in any transaction or proposed transaction to be entered into by the Company; and
- (e) be subject to the same obligations under the Companies Law (as defined below) as any director of the Company notwithstanding your status as a non-executive director.

3.2 You are expected to consider the Board papers and, where relevant, committee papers in advance of each meeting so as to play a full part in the work of the Board and/or relevant committee.

3.3 You will be expected to participate in ensuring that the Board exercises effective leadership of and control over the Company and monitors its assets and investments. In particular you will be expected to bring to the Board knowledge gained from your

experiences with other business organisations as well as your independent objective judgement on matters relating to:

- (a) the objectives and policy of the Company (as a non-executive you should constructively challenge and contribute to the development of the Company's strategy generally);
- (b) the Company's performance (as a non-executive you should scrutinise the performance of the Company in meeting goals and objectives and monitor the reporting of performance);
- (c) present and future availability and use of resources (you should satisfy yourself that financial information is accurate and financial controls and systems of risk management are robust and defensible); and
- (d) standards of conduct, compliance and control in relation to the Board and the Company generally.

3.4 You will be required to accept responsibility publicly and, where necessary, in writing:

- (a) when required to do so by the Companies (Jersey) Law, 1991 (as amended, re-enacted or consolidated from time to time) or any regulations and orders made thereunder (the "**Companies Law**");
- (b) when required to do so by the rules and regulations of, or when requested to do so by, the Jersey Financial Services Commission;
- (c) when required to do so by the rules or practices of both the London Stock Exchange (to include the AIM Rules) and the UK Listing Authority; and
- (d) when required to do so (and if relevant) by the terms of the City Code on Takeovers and Mergers.

3.5 You will comply where relevant with the Companies Law, every other rule of law, the Articles, every applicable regulation of the London Stock Exchange and every regulation or code of the Company including, the UK Corporate Governance Code (to the extent adopted by the Company), the statement of Best Practice on the role and duties of directors by the Institutional Shareholders Committee, the provisions of the AIM Rules and as amended from time to time relating to share dealings by directors and/or employees of the Company and the use to which unpublished price sensitive information affecting the shares, debentures or other securities of the Company and any other company may be put. Without prejudice to the generality of the foregoing, you will also comply with any Compliance Policy (with the AIM Rules) formally adopted by the Board. Further, you will be responsible (collectively with all other directors as well as individually) for the Company's compliance with the AIM Rules.

3.6 You shall at all times comply with any share dealing code adopted by the Company as amended from time to time and any code of conduct relating to securities transactions by directors and specified employees issued by the Company from time to time and any other code on dealings or securities applicable to the Company, and the rules of any relevant regulatory authority.

3.7 In particular, you will:

- (a) not deal in any securities of the Company unless prior written notice of such proposed dealings has been given to the Board and written clearance from the Board has been received by you;
- (b) not purchase or sell any securities of the Company in the two (2) months immediately preceding the announcement of the Company's half-yearly or annual results, unless the Board has given its prior written approval (which may, subject to the Board's discretion) only be given in wholly exceptional circumstances);
- (c) not use another person, company or organisation to act as your agent, or nominee, partner, conduit or in any other capacity, to deal in any securities on your behalf where that third person would if he/she/it was you, breach your obligations under this paragraph; and
- (d) immediately inform the Company Secretary of any dealings in the Company's shares which you, or any person connected with you (within the meaning of section 252 Companies Act 2006 in force in the UK and the Articles) has or proposes to have.

For the purposes of this paragraph 3.7, "**Securities**" means any shares, debentures (whether or not secured), warrants or options to purchase any shares or debentures.

- 3.8 As referred to in the UK Corporate Governance Code, you are responsible, along with the rest of the Board, for preparing the annual report and accounts of the Company on the basis set out therein.
- 3.9 Any communication with or requests for information by press, investors, market analysts or other third parties should be referred to the **CEO/CFO** for the time being of the Company.
- 3.10 The Company confirms that:
  - (a) you will be entitled to full access to all Board papers and accompanying documentation and should you require further information at any time you should contact the Company;
  - (b) you will be given full access to all information in or about the Company and its affairs which is available to the directors;
  - (c) you are free to question any advisers of the Company;
  - (d) you will be advised, where possible one (1) month in advance of the dates of the meetings of the Board and meetings of the committees to be attended by you, other than meetings in respect of urgent business; and
  - (e) the agenda for each Board and committee meeting and all relevant and associated papers will normally be provided to you at least five (5) business days in advance of each meeting.
- 3.11 As a non-executive director, you should note that you do not have authority to enter into any legal or other commitment or contract on behalf of the Company or any Group Company in any way, without the express authorisation of the Board.

#### **4. Fees and other benefits**

- 4.1 During the continuance of your appointment, you will receive director's fees of £[●] for the first twelve (12) months total in respect of your appointment or at such rate as the Company may from time to time decide. Fees will accrue on a daily basis and will be payable (subject to such deductions for income tax and national insurance as are required by law) in a single payment in advance or as otherwise agreed. On the first anniversary of your appointment your fees will be reviewed by the Board.
- 4.2 In accordance with the Articles, the Company will reimburse to you all reasonable travelling, hotel and other expenses reasonably incurred by you in the proper performance of your duties hereunder (including those incurred in attending any meeting of the Board or any committee of the Board or other meeting of the Company) and (subject to you informing the Board in advance) the taking of reasonable independent legal advice concerning matters relating to your directorship, provided that if and when required by the Company you will produce to the Company, receipts or other evidence of actual payment of such expenses.
- 4.3 If you perform any service which in the opinion of the Board goes beyond the ordinary duties of a Director (including serving on any committee of the Board) then you may be paid such additional remuneration as the Board may determine.
- 4.4 You hereby authorise the Company to deduct from any remuneration accrued and due hereunder (whether or not actually paid during the period of directorship) any tax or social security contributions which the Company is obligated to deduct in respect of such remuneration.
- 4.5 You warrant and undertake to the Company that you shall forthwith on demand, notice or assessment by the relevant tax authority pay to such authority any taxes due arising from or in connection with any payment hereunder and in the event that such demand, notice or assessment is made in the first instance to the Company, you further hereby agree, undertake and covenant to indemnify the Company and keep the Company indemnified fully against all and any liability to pay any such tax and to pay such tax either to the Company or the relevant tax authority as the Company shall direct.

#### **5. Other appointments and interests**

- 5.1 You will not during the term of your appointment as a non-executive director of the Company, without the prior consent of the Board (such consent not to be unreasonably withheld) accept any appointment as a director of or consultant to any person, firm or company whose business activities are directly competitive with any of those carried on from time to time by the Company or any Group Company.
- 5.2 You will ensure that the Company is notified of all other companies of which you are a director at any time in order that any statutory records may be kept properly up to date. In addition, you should ensure that the Register of Directors' Interests (if any) is completed in relation to any interest which you and your family have. These will include details of your private business interests.
- 5.3 You will notify the Company of any of your, or your immediate family's, interest that you consider, acting reasonably, is an actual or potential conflict of interest with the interests of the Company.

## **6. Professional advice**

If circumstances should arise in which it is necessary for you to seek legal or financial advice in the furtherance of your duties, you should consult with the Company's advisers. In such case the Company will be responsible for your reasonably incurred legal (or other professional) fees. In certain circumstances you may feel it necessary to take independent professional advice from advisers other than those of the Company, for example where you reasonably believe that you have a direct or indirect interest or duty that may conflict with the interests of the Company. You will however appreciate that taking separate advice will require sensitive handling and you will be expected to follow agreed Company procedures.

## **7. Non-disclosure of Confidential Information**

- 7.1 In accepting your appointment you agree not to directly or indirectly divulge or communicate to any person (other than those of the officials and employees of the Company whose province is to know the same or with the prior written authority of the Company or unless required by law or save to the extent that such disclosure or communication is necessary for the proper performance of your duties hereunder or to the extent necessary to disclose the same to your legal advisers in connection with any claims against you or by you regarding or concerning your appointment) nor shall you make use of any know-how, business information, methods, lists or other secret, private or confidential information relating to the affairs of the Company which you may (whether heretofore or hereafter) have received or obtained while a director of the Company or any information which the Company has obtained from any third party on terms restricting its disclosure or use ("**Confidential Information**") and shall use your best endeavours to prevent the publication or disclosure of the Confidential Information or any part thereof whether relating to its dealings, financial affairs or otherwise which you may have received or obtained or may hereafter receive or obtain while a director of the Company. This restriction shall continue to apply for a period of twelve (12) months after the termination of your appointments.
- 7.2 You also agree during the term of your appointment not to make otherwise than for the benefit of the Company any notes, memoranda, tape recordings, films, photographs, plans, drawings or any form of record relating to any matter within the scope of the business of the Company or concerning any of the dealings or affairs of the Company.
- 7.3 The restrictions contained in this paragraph 7 shall cease to apply to any Confidential Information which may (otherwise than by reason of your default) become available to the public generally. Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information.

## **8. Company records**

All notes, memoranda, board minutes, board packs and papers, records, lists of customers, clients, prospective customers and clients, suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever as shall have been made or received by you during the course of your directorship (and any copies of the same) are and remain the property of the Company and shall be surrendered as soon as reasonably practicable to the Company upon you receiving a written request by the Company to do so (together with all property of or relating to the Company as shall have been made or received by you during the course of your directorship whether heretofore or hereafter).

## **9. Moral Rights**

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 any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified and the right of integrity, 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.

## **10. Indemnity and Insurance**

- 10.1 Subject to paragraph 9.3, but without prejudice to any indemnity to which you are otherwise entitled, you will be indemnified out of the Company's assets against: (i) any liability incurred by you in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company; (ii) any other liability incurred by you as a director or officer of the Company or an associated company. Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.
- 10.2 Subject to paragraph 9.3, the Company may, at its discretion: (i) provide you with funds to meet expenditure incurred or to be incurred by you in connection with any proceedings or applications arising in connection with paragraph 9.1 or any related regulatory action or investigation and (ii) do anything to enable you to avoid incurring such expenditure.
- 10.3 Paragraphs 9.1 and 9.2 do not authorise any indemnity or the provision of any funding which would be prohibited or rendered void by any provision of law.
- 10.4 The Company has Directors' and Officers' Liability Insurance and it will maintain such cover for the full term of your appointment. The Company will, on request, supply you with a copy of the terms of such cover.

## **11. Notices**

Any notices to be given hereunder shall in the case of notices to the Company be deemed duly served if left at, or sent by first class post to, the registered office for the time being of the Company and in the case of notice to you if handed to you personally or left at or sent by first class post to your last known address. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or public holiday) next following the day of posting.

## **12. Warranty**

By accepting these terms, you warrant that there are no legal restrictions preventing you from taking up your appointment as a non-executive director of the Company or from carrying out your duties hereunder.

## **13. Entire agreement**

- 13.1 This appointment letter shall be in substitution for all previous letters of appointment between you and the Company which shall be deemed to have been terminated by mutual consent as from the date on which this appointment letter is deemed to have commenced.

**14. General**

- 14.1 You hereby acknowledge that you have no outstanding claims of any kind against the Company (otherwise than in respect of director's fees and other benefits to which you are entitled hereunder accrued due to the date hereof but not yet received).
- 14.2 Nothing in this letter shall limit or exclude any liability for fraud.
- 14.3 The parties agree that if any paragraph or part of any paragraph of this letter is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining paragraphs or part of the paragraph will continue in full force and effect and bind the parties.
- 14.4 This appointment letter shall be governed and construed in all respects in accordance with the laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.
- 14.5 The parties agree that no term of this appointment letter (including the terms of any documents incorporated either expressly or by implication) will be enforceable by any third party in its or his own right by virtue of section 1(1) of the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt this appointment letter may be rescinded or varied in whole or in part by agreement between the Company and you without the consent of any third party.
- 14.6 For the avoidance of doubt this appointment letter does not constitute an employment contract.
- 14.7 This appointment letter may be executed in any number of counterparts and by parties on separate counterparts, but shall not be effective until such party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this appointment letter and all counterparts shall together constitute one instrument.

This letter has been executed underhand by the Company and as a deed by the non-executive director and takes effect on the date acknowledged by the non-executive director.

Yours sincerely,

For and on behalf of  
**SERINUS ENERGY PLC**

Executed as a deed by [NAME OF DIRECTOR]

\_\_\_\_\_

In the presence of:

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_