

Mr Douglas Sutherland  
[REDACTED]

18 December 2020

Dear Douglas

**Letter of Variation**

I am writing to confirm our agreement with you to vary the current terms of your appointment as set out in your appointment agreement dated 16 February 2017 as amended from time to time (the "**Agreement**"). With effect from 1 January 2021:

Clause 6 shall be deleted and replaced as follows:

- 6.1 The Director shall receive a fee of £300,000 per annum which shall be paid monthly in arrears from the Company or at such higher rate as the Board may from time to time determine and notify to the Director in writing.
- 6.2 The Company and the Director acknowledge that the Director has been specifically authorised to act as a director of other companies in the Group, it is further agreed that an amount equal to the gross amounts payable by such other companies to the Director will be offset against the Director's gross fee entitlement hereunder and accordingly reduce the amounts payable by the Company to the Director under clause 6.1 (but without, for the avoidance of doubt, affecting his "fee" figure for the purposes of the other clauses of this Agreement).

All other terms and conditions of the Agreement remain the same.

Yours sincerely



Niva Henderson

For and on behalf of IWG plc



International Workplace Group

IWG plc

Dammstrasse 19., CH-6300,  
Zug, Switzerland

Phone +41 41 723 23 23

[www.iwgplc.com](http://www.iwgplc.com)

Mr Douglas Sutherland



19 December 2019

Dear Douglas

### Letter of Variation

I am writing to confirm our agreement with you to vary the current terms of your appointment as set out in your appointment agreement dated 16 February 2017 (the "**Agreement**"), with effect from 1 January 2020 Clause 6 shall be deleted and replaced as follows:

The Director shall receive a fee of £250,000 per annum which shall be paid monthly in arrears or at such higher rate as the Board may from time to time determine and notify to the Director in writing.

All other terms and conditions of the Agreement remain the same.

Yours sincerely

Mark Dixon  
For and on behalf of IWG plc

PRIVATE AND CONFIDENTIAL

DATED 16 February 2017

IWG PLC

-and-

DOUGLAS SUTHERLAND

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APPOINTMENT AGREEMENT

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Slaughter and May  
One Bunhill Row  
London EC1Y 8YY

Ref: JZF/SQXR

**CONTENTS**

	<b>Page</b>
1. <b>Definitions</b>	3
2. <b>Term of Appointment</b>	3
3. <b>Time commitment</b>	3
4. <b>Role</b>	4
5. <b>Powers and Duties</b>	4
6. <b>Fee</b>	4
7. <b>Expenses</b>	4
8. <b>Confidential Information etc.</b>	4
9. <b>Return of Papers etc.</b>	4
10. <b>Termination of Appointment</b>	5
11. <b>Other Interest</b>	5
12. <b>Notices</b>	5
13. <b>Other Agreements</b>	5
14. <b>Governing Law</b>	5
<b>Schedule 1</b>	
1. <b>Legal requirements</b>	7
2. <b>Regulatory requirements</b>	7
3. <b>Management</b>	7
4. <b>Board membership and Board committees</b>	7
5. <b>Major Commitments</b>	8
6. <b>External reporting</b>	8
7. <b>Intellectual Property</b>	8
8. <b>Miscellaneous</b>	9

THIS APPOINTMENT is made on 16 February 2017

BETWEEN:-

- (1) **IWG plc**, a company incorporated in Jersey with registered number 122154 and registered office at 22 Grenville Street, St. Helier, Jersey JE4 8PX, and having its head office in Switzerland (the "Company"); and
- (2) **Douglas Sutherland** of [REDACTED] (the "Director").

WHERE IT IS AGREED as follows:-

**1. Definitions**

In this appointment

**the "Group"** means the Company and its subsidiary undertakings;  
and

**the "Board"** means the board of directors of the Company.

**2. Term of Appointment**

- 2.1 The Director is appointed as a non-executive director of the Company and Chairman of the Board. This appointment constitutes a contract for services and does not create an employment relationship.
- 2.2 This appointment shall be for an initial term of 3 years commencing on 19 December 2016 and, subject to clause 10, shall continue unless terminated earlier by either party giving to the other not less than 6 months' notice in writing.

**3. Time commitment**

The Director will be expected to devote such time as is necessary for the proper performance of the Director's duties as a non-executive director. The Company usually holds approximately 6-12 Board meetings a year; the Director may be expected to attend additional meetings if circumstances require. The Director will also be required to attend the annual general meeting and to meet occasionally with management or professional advisers. The Director confirms that he is currently able to allocate sufficient time to meet these requirements and that he will inform the Board of any subsequent changes to his circumstances which may affect the time he can commit to his duties under this Appointment.

**4. Role**

The Board together has collective responsibility for the success of the Company. The Director will, when carrying out his duties under this Appointment, observe the relevant legal and regulatory provisions applicable to the exercise of such duties.

**5. Powers and Duties**

5.1 The Director shall, in relation to the Company, perform only such duties and exercise only such powers:

- (i) as are set out in the Schedule to this Appointment; and
- (ii) any other exercise of power or performance of duty that constitutes director-level activity in relation to the Company.

5.2 The Director shall perform the majority of the duties and exercise the majority of the powers set out in clause 5.1 from within the Canton of Zug in Switzerland; provided always that at no such powers or duties may be exercised or performed at any time from within any Canton other than Zug in Switzerland.

**6. Fee**

The Director shall receive a fee of £200,000 per annum which shall be paid monthly in arrears or at such higher rates as the Board may from time to time determine and notify to the Director in writing.

**7. Expenses**

The Company shall reimburse to the Director against production of receipts if requested all reasonable travelling, hotel, entertainment and other out-of-pocket expenses which he may from time to time be authorised to incur in the execution of his duties under this Appointment subject to such rules as may from time to time be notified by the Company.

**8. Confidential Information etc.**

The Director shall not, either during the term of this Appointment or thereafter, use to the detriment or prejudice of the Company or any member of the Group or, except in the proper course of his duties, divulge to any person any trade secret or any other confidential information concerning the business or affairs of the Company or any member of the Group which may have come to his knowledge during the term of this Appointment.

**9. Return of Papers etc.**

The Director shall promptly whenever requested by the Company and in any event upon the termination of his appointment deliver up to the Company all lists of clients or customers, correspondence and all other documents, papers and records which may

have been prepared by him or have come into his possession, custody or control in the course of his appointment, or any other property of the Company and the Director shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.

**10. Termination of Appointment**

The Director's appointment is subject to all the requirements of the Company's constitutional documents relating to the retirement of directors by rotation and their removal. In the event that the Director is removed pursuant to the Company's constitutional documents from his office as a director then this appointment shall terminate immediately without any entitlement to compensation in respect of any loss of office or other loss (including but not limited to future fees).

**11. Other Interest**

It is accepted and acknowledged that the Director has other business interests, but the Director agrees that he shall not be an employee, director, agent or consultant of or otherwise interested in any business which competes with the business of the Group during the term of the Appointment.

**12. Notices**

Any notice may be given personally to the Director or to the secretary of the Company (as the case may be) or may be posted to the Company (for the attention of its secretary) at its registered office for the time being or to the Director either at his address given above or at his last known address. Any such notice sent by post shall be deemed served forty-eight hours after it is posted and in proving such service it shall be sufficient to prove that the notice was properly addressed and put in the post.

**13. Other Agreements**

The Director acknowledges and warrants that, save for the deed poll of indemnity entered into on 19 December 2016, there are no agreements or arrangements whether written, oral or implied between the Company or any other member of the Group and the Director relating to the appointment of the Director and that he is not entering into this Appointment in reliance on any representation and not expressly set out herein.


**14. Governing Law**

This Appointment shall be governed by and construed in accordance with Jersey law and each of the parties hereby irrevocably agrees for the exclusive benefit of the Company that the courts of Jersey are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

IN WITNESS whereof this Agreement has been signed by or on behalf of the parties hereto the day and year first before written:

SIGNED by  
on behalf of the Company  
in the presence of:-

)  
)  
)



SIGNED by the Director  
in the presence of:-

)  
)

  
C MVL

**Schedule 1****1. Legal requirements**

- 1.1 Approval of interim and final financial statements.
- 1.2 Approval of any interim dividend and recommendation of any final dividend.
- 1.3 Approval of any significant changes in accounting policies or practices.
- 1.4 Appointment or removal of Company secretary.
- 1.5 Setting-out of remuneration of auditors (where, as is usual, shareholders have delegated this power to the Board) and recommendations for appointment or removal of auditors (possibly following recommendations of the audit committee).
- 1.6 Approval of resolutions and corresponding documentation to be put forward to shareholders of a general meeting.

**2. Regulatory requirements**

- 2.1 Approval of all circulars and listing particulars.
- 2.2 Approval of press releases concerning matters decided by the Board.
- 2.3 Where these cannot be taken by the Company secretary, taking decisions as to whether the Company holds inside information, its announcement obligations and the terms of any consequent announcement.

**3. Management**

- 3.1 Approval of long term objectives and commercial strategy.
- 3.2 Approval of the annual operating and capital expenditure budgets.
- 3.3 Determining any changes relating to capital structure or status.
- 3.4 Agreeing the terms and conditions of service agreements and appointment letters of directors and senior Directors.
- 3.5 Determining any changes to management and control structure.

**4. Board membership and Board committees**

- 4.1 Responsibilities for determining Board appointments and removals and any special terms and conditions attached to the appointment (subject to the recommendations of the Remuneration Committee).

- 4.2 Responsibility for determining the terms of reference of chairman, vice-chairman, chief Executive Director and other directors.
- 4.3 Responsibility for determining the terms of reference and membership of Board committees.
- 5. Major Commitments**
  - 5.1 Approving any capital expenditure in excess of £5,000,000.
  - 5.2 Approving any material, either by reason or size or strategically, contracts of the Company or any subsidiary in the ordinary course of business including bank borrowings and acquisitions or disposal of fixed assets with an annual value in excess of £5,000,000.
  - 5.3 Approving any contracts of the Company or any subsidiary not in the ordinary course of business including loans and repayments, foreign currency transactions and major acquisitions or disposals.
  - 5.4 Approving any major investments including the acquisition or disposal of interests of more than five per cent. in the voting shares of any company (excluding new centres opening) or the making of any takeover bid, or recommending (or not) any bid received.
  - 5.5 Setting the risk management strategy including in relation to derivatives transactions.
  - 5.6 Setting the treasury policies including in relation to foreign exchange exposure.
- 6. External reporting**
  - 6.1 Approval of the following for inclusion in the annual report and accounts:
    - (A) remuneration report;
    - (B) corporate governance statement; and
    - (C) statement regarding financial and non-financial controls.
- 7. Intellectual Property**
  - 7.1 Approval of intellectual property strategy.
  - 7.2 Responsibility for changes to logos or trading names.
  - 7.3 Responsibility for prosecution, defence or settlement of material intellectual property disputes.

**8. Miscellaneous**

- 8.1 Determining on major changes in the rules of the pension schemes operated by companies in the Group, or changes of trustees or (where this is subject to the approval of the Company) changes in the fund management arrangements.
- 8.2 Determining on major changes in employee share schemes and the allocation of Director share options.
- 8.3 Formulation of policy regarding charitable donations.
- 8.4 Approval of political donations.
- 8.5 Responsibility for approval of the Company's principal professional advisors.
- 8.6 Responsibility for prosecution, defence or settlement of litigation over £500,000.
- 8.7 Responsibility for internal control arrangements.
- 8.8 Responsibility for health and safety policy.
- 8.9 Responsibility for environmental policy;
- 8.10 Responsibility for insurance including director's and officer's liability insurance.
- 8.11 Responsibility for material changes to the terms of bank finance;
- 8.12 Considering any request by any Group company to waive compliance with or a breach of a covenant under any credit agreement.

