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MUSTANG ENERGY PLC

Registered in England and Wales with number 11155663
Registered office: 48 Chancery Lane, C/O Keystone Law, London, England, WC2A 1JF

Robert Mayfield

10 May 2024

Dear Robert

Appointment as independent non-executive director of Mustang Energy PLC (Company)

On behalf of the board of directors of the Company (**Board**) I confirm the terms and conditions of your appointment as independent non-executive director of the Company and its subsidiaries.

These terms of your appointment comprise a contract for services and not a contract of employment. By accepting this appointment, you confirm that you are not subject to any restrictions which prevent you from holding office as a director of the Company or its subsidiaries.

1. Appointment

1.1 Subject to the remaining provisions of this letter, your appointment as an independent non-executive director of the Company and its subsidiaries is for an initial term of three years commencing with effect from admission of the issued and to be issued ordinary share capital of the Company to be admitted to trading on the London Stock Exchange's main market for listed securities (**Readmission**) and subject to termination by either you or the Company giving the other three month's notice in writing to that effect served at any time.

1.2 The recommendation of the Board for your re-election as a director by shareholders in general meeting is not automatic and is in the absolute discretion of the remainder of the Board. There is no right to re-nomination by the Board, either annually or for any other period.

1.3 Nothing in this letter will be interpreted so as to exclude or vary the terms of the Company's articles of association (**Articles**) as they apply to you as a director of the Company.

1.4 Notwithstanding the provisions of paragraph 1.1 and without prejudice to the general duties owed by directors to their companies which have effect, the Company may terminate your appointment with immediate effect and without any notice, payment in lieu of notice or other compensation if you:

1.4.1 resign as a director or do not offer yourself for re-election as a director by shareholders upon your retirement, either for your own reasons or at the request of the Board;

1.4.2 are not reappointed or are deemed not to have been reappointed as a director of the Company by the shareholders in any general meeting having presented yourself for re-election at any time in accordance with the Articles;

1.4.3 are removed as a director, vacate office or become prohibited from being a company director pursuant to applicable law or the Articles;

1.4.4 commit a material breach of your obligations under this letter (including, without limitation, any breach of the requirements of London Stock Exchange PLC, the Financial Conduct Authority or any other relevant listing authority);

1.4.5 commit any serious or repeated breach or non-observance of your obligations to the Company (including an obligation not to breach your fiduciary duties);

1.4.6 are convicted of an offence relating to insider dealing or market abuse;

1.4.7 commit any serious or repeated breach of the share dealing policy adopted by the Company from time to time (**Share Dealing Policy**);

1.4.8 are guilty of any fraud or dishonesty or act in any manner which, in the opinion of the Company, brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company;

1.4.9 are convicted of an arrestable criminal offence other than a road traffic offence for which a fine or non-custodial penalty is imposed;

1.4.10 are declared bankrupt or make an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Court Act or an equivalent order in another jurisdiction;

1.4.11 fail to comply with any policy of the Company including, without limitation, in relation to anti-corruption and bribery policies and procedures or commit any breach of the Bribery Act 2010; or

1.4.12 become incapable, in the opinion of the Company (acting reasonably), of properly performing your duties under this letter.

1.5 You agree that on the termination of your appointment under this letter, for whatever reason, you will be deemed to have resigned from your position as a director on the Board and from any committee of the Board to which you have been appointed and to resign from any office held in any company of which the Company is a holding or subsidiary company (**Group Company**).

1.6 If matters arise which cause you concern about your role, you should discuss these matters with the chairman. If you have any concern which cannot be resolved, and you choose to resign for that, or any other, reason you should provide an appropriate written statement to the chairman for circulation to the Board.

2. Time commitment

2.1 You will be expected to devote such time as is necessary for the proper performance of your duties. Overall, we anticipate that you will spend a minimum of one day per month on work for the Company. This will include attendance at monthly Board meetings, each AGM, at least one site visit a year, Board committee meetings, Board dinners, meetings with the non-executive directors, meetings with shareholders and meetings forming part of the Board evaluation process. In addition, you will be required to consider all relevant papers before each meeting. Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend the meetings outlined in this paragraph 2.

2.2 The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time to the Company in respect of preparation time and ad hoc matters which may arise and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, committee or shareholder meetings.

2.3 Your time commitment may also increase if you are appointed to Board committees or if you are given additional responsibilities. Details of the expected increase in time commitment will be covered in any relevant communication confirming the additional appointment or responsibility.

2.4 By accepting this appointment, you confirm that, taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively. You should obtain the agreement of the chairman of the Company before accepting additional commitments that might affect the time you are able to devote to your role as independent non-executive director of the Company.

3. Role and duties

3.1 As an independent non-executive director you will have the same general legal responsibilities to the Company as any other director and will be required to act in the best interests of the Company. You acknowledge that the Board as a whole is collectively responsible for the long-term success of the Company. The Board's role is to:

3.1.1 provide entrepreneurial business leadership of the Company within a framework of prudent and effective controls which enable risks to be assessed and managed;

3.1.2 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;

3.1.3 set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met; and

3.1.4 ensure and supervise compliance with applicable laws and corporate governance requirements.

3.2 All directors must take decisions objectively in the best interests of the Company. There is an overriding duty to act honestly and in good faith and with due care, diligence and skill. You owe duties to the Company pursuant to the Companies Act 2006 including a duty to promote the success of the Company under which all directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, as a director you must have regard (among other matters) to:

3.2.1 the likely consequences of any decision in the long term;

3.2.2 the interests of the Company's employees;

3.2.3 the need to foster the Company's business relationships with suppliers, customers and others;

3.2.4 the impact of the Company's operations on the community and the environment;

3.2.5 the desirability of the Company maintaining a reputation for high standards of business conduct; and

3.2.6 the need to act fairly as between the shareholders of the Company.

3.3 In your role as an independent non-executive director you may also be appointed to and required to serve on the remuneration and/or audit committees of the Board from time to time.

3.4 In your role as an independent non-executive director, you will also be required to:

3.4.1 constructively challenge and help develop proposals on strategy;

3.4.2 scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;

3.4.3 satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

3.4.4 be responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing and, where necessary, removing senior management and in succession planning;

3.4.5 devote time to developing and refreshing your knowledge and skills;

3.4.6 uphold high standards of integrity and probity and support the executive directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;

3.4.7 insist on receiving high-quality information sufficiently in advance of Board meetings;

3.4.8 take into account the views of shareholders and other stakeholders where appropriate;

3.4.9 make sufficient time available to discharge your responsibilities effectively;

3.4.10 exercise relevant powers under, and abide by, the Articles;

3.4.11 disclose the nature and extent of any direct or indirect interest you may have in any matter being considered at a Board or committee meeting and, except as permitted under the Articles, you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest;

3.4.12 immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other director of the Company of which you become aware to the chairman of the Company;

3.4.13 exercise your powers as a non-executive director in accordance with the Articles, the Company's policies and procedures, the Financial Reporting Council's UK Corporate Governance Code and associated guidance, the Financial Conduct Authority's Listing Rules (**Listing Rules**), Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules, the UK Market Abuse Regulation, the Companies Act 2006, the Bribery Act 2010 and other applicable rules, regulations and statutory provisions; and

3.4.14 not do anything that would cause you to be disqualified from acting as a director.

3.5 It is the Company's policy to comply with the Quoted Companies Alliance Corporate Governance Code and other sources of corporate governance guidelines that apply specifically to listed companies. You will be expected to assist in such compliance.

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

3.6.1 when required to do so by the Companies Act 2006;

3.6.2 when required to do so under the Financial Services and Markets Act 2000;

3.6.3 when required to do so by the rules or practices of the Financial Conduct Authority and/or of London Stock Exchange PLC; and

3.6.4 if and when required to do so by the terms of the City Code on Takeovers and Mergers.

3.7 You will comply where relevant with every rule of law, every regulation of the Financial Conduct Authority and London Stock Exchange PLC and every regulation or code of the Company adopted in relation to dealings by directors and employees of the Company and the Group Companies and their respective families in shares, debentures or other securities 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. You will procure compliance, so far as you are able, by your spouse (if any) and any other persons affected.

3.8 You will provide all necessary information in respect of yourself and your family to enable the Company and its Group Companies to comply with the statutory requirements in respect of its register of directors and its register of the interests of directors, their spouses and children in the Company's shares or debentures and to comply with the requirements of the London Stock Exchange PLC.

3.9 You will comply with the requirements of the Market Abuse Regulation (596/2014) as retained in English law (**MAR**) including (except as otherwise set out in the Share Dealing Policy):

3.9.1 your obligation as a "person discharging managerial responsibility" (**PDMR**) to notify the Company and the Financial Conduct Authority of dealings in the securities of the Company; and

3.9.2 your obligation to notify, in writing, "persons closely associated" (**PCA**) with you of their obligation to do the same. PCAs include your spouse (or equivalent) and children.

3.10 Unless the Board specifically authorises you to do so, you must not enter into any legal or other commitment, contract or obligation on behalf of the Company.

3.11 You will provide the Company with any necessary information to enable it to maintain insider lists pursuant to MAR. This includes updating the Company where you are aware of any third party who has been properly provided with access to inside information.

4. Notice of meetings and information

4.1 You will be given no fewer than five days' prior notice of the date, time and venue of all meetings of the Board and committees to which you are elected, unless circumstances do not permit. You are also expected to attend the Company's premises whenever necessary. Board meetings may be convened and attended by conference telephone.

4.2 You will be supplied with all information, including financial information, which in the Company's view you reasonably require in order to carry out your duties and such information will be provided in sufficiently good time to enable you to give it proper consideration prior to any decision which may have to be made. In particular, the Company will provide you with the papers for Board meetings prior to such meetings, unless convened at short notice to which you consent.

5. Fees

5.1 You are entitled to be paid director's fees at the rate of £24,000 (twenty-four thousand pounds) (gross) annually which accrue from day to day and are payable by equal monthly instalments in arrears through PAYE after deduction of any taxes and other amounts that are required by law. The fees will be reviewed annually from the date of this letter by the remuneration committee of the Board. Any increase in the fees as a result of such review will take effect from the month following the review date. There is no obligation on the Board to increase the fees. Any increase will be subject to any applicable regulations, such as any requirement for approval as a related party transaction under the Listing Rules.

5.2 Any expenses that are reasonably and properly incurred by you on Company business will be reimbursed within 30 days of the end of the month in which the Company receives from you a written claim supported by vouchers or other evidential documentation in accordance with the Company's normal expenses policy.

5.3 The Company is authorised by you to deduct from any remuneration accrued and due under the terms of your appointment, whether or not actually paid during the period of directorship, any tax or social security contributions which the Company is obliged to deduct in respect of such remuneration.

5.4 You are not entitled to receive any other benefits and upon ceasing to be a director will not be entitled to receive any payment except accrued director's fees for past services and payment of any expenses under paragraph 5.2.

5.5 Unless otherwise notified to you, your director's fees cover all duties which you may undertake from time to time, including service on any committee of the Board or any duties undertaken for any Group Company.

6. Independent advice

The Board has resolved that any director may, if necessary, in connection with their duties, take independent professional advice at the Company's expense. Any payment by the Company in respect of any such professional advice is subject to the limitations imposed by the Board from time to time and any restriction under company law.

7. Conflicts of interest and solicitation of staff

7.1 In this paragraph 7 the following words and expressions have the following meanings:

7.1.1 **Capacity**: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity; and

7.1.2 **Restricted Person**: anyone employed or engaged by the Company or any Group Company who could materially damage the interests of the Company or any Group Company if they were involved in any Capacity in any business concern which competes with the Company or any Group Company, and with whom you dealt in the last 12 months of your appointment.

7.2 During your appointment and for six months after its termination you will not, whether alone, jointly, with or on behalf of any other person, firm or company (except as a representative or nominee of the Company or any Group Company or otherwise with the prior consent in writing of the Board) directly or indirectly:

7.2.1 be engaged, concerned or interested in or otherwise supply services to any other business which is wholly or partly in competition with any business carried on by the Company or any Group Company or which

is a supplier of goods and services to or a customer of the Company or any Group Company;

7.2.2 offer to employ or engage or otherwise entice away from the Company or any Group Company any Restricted Person; or

7.2.3 employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract with the Company or any Group Company as a result of such employment or engagement.

7.3 Each of the restrictions in paragraph 7.2 is intended to be separate and severable. If any of the restrictions is held to be void but would be valid if part of its wording were deleted, such restriction will apply with such deletion as may be necessary to make it valid or effective.

7.4 Paragraph 7.2 will not prevent you from holding (directly or through nominees) by way of bona fide personal investment any units of any authorised unit trust and up to 3% of the issued shares in a company listed on a recognised stock exchange.

7.5 It is accepted and acknowledged that you have business interests other than those of the Company. You must promptly declare, in writing, all such interests to the Board. You warrant that you have declared any conflicts and other activities that are apparent as at the date of this letter. If you become aware of any potential or actual conflicts of interest, these should be disclosed in writing to the Board as soon as you become aware of them.

7.6 The Company must include in its annual accounts a note of any material interest that a director may have in any transaction or arrangement that the Company has entered into. Any such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and the Company's records may be updated.

8. Inside information and dealing in the Company's shares

8.1 Your attention is drawn to the requirements under both law and regulation as to the disclosure of inside information. You should avoid making any statements that might risk breaching these requirements. If in doubt, please contact the chairman or the company secretary. In addition, you are required to provide such information as the Company requires to enable it to comply with its obligations to maintain insider lists.

8.2 During your period of appointment you are required to comply with all provisions of the Listing Rules and MAR in relation to dealing in the Company's securities, and the Share Dealing Policy as well as any other policy the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's securities.

9. Status and indemnity

9.1 You agree that you will have the status of a self-employed person. Nothing in this letter is intended to or should be deemed to create a partnership or a relationship of employer and employee between the Company and you. At no time will you hold yourself out as an employee of the Company.

9.2 You agree to indemnify the Company on a continuing basis against any Income Tax (whether under PAYE or otherwise) or primary National Insurance Contributions (including any related interest, penalties or costs) which may at any time be levied, demanded or assessed on the Company by HM Revenue & Customs or other statutory authority for which the Company may otherwise be or

become liable in relation to the fee paid for your services. You agree that the Company may deduct such fees and expenses due to you from any sums due to the Company by you pursuant to this paragraph 9.2.

10. Intellectual Property

10.1 Any Intellectual Property which is created by you during or in the course of your appointment or relating to, resulting from or suggested by any work which you do for the Company or any Group Company during or in the course of your appointment will be, and remain, the property of the Company.

10.2 You will immediately:

10.2.1 upon creation of any Intellectual Property, disclose and deliver to the Company, or as it may direct, all information and data in your possession or under your power or control, necessary for a full understanding, application and, where applicable, registration of the Intellectual Property;

10.2.2 disclose any Intellectual Property which you have created previously; and

10.2.3 upon receipt of a written request from the Company and without charge to, but at the cost and expense of, the Company, execute all documents and do all such things as may be necessary to obtain, or assist the Company to obtain, any patent or other protection for the Intellectual Property in any or all countries and to vest, assign or transfer title to it in the Company free from any adverse rights or claims.

10.3 To the extent that they do not vest in the Company by operation of law or under this appointment, you assign to the Company the following rights, title and interests (including as a present assignment of future rights), with full title guarantee, free from any adverse rights or claims, to hold for such time as the rights, title and interests subsist and any renewals and extensions of them and after that in perpetuity:

10.3.1 the rights, title and interests you have, or will have in the future, to the Intellectual Property created by you during the course of your appointment as independent non-executive director; and

10.3.2 all rights of action for damages for infringement of the Intellectual Property.

10.4 You further irrevocably and unconditionally waive any and all moral rights to the Intellectual Property under chapter IV of the UK Copyright, Designs and Patents Act 1988 or any rights of a similar nature under any law in any other jurisdiction.

10.5 The Company will be under no obligation to apply for or seek to obtain patent, design or other protection in relation to any Intellectual Property or in any way to use, exploit or seek to benefit from it.

10.6 You irrevocably authorise the Company to appoint any of its directors from time to time to execute any documents and to do everything necessary to give effect to your obligations under this paragraph 10.

10.7 For the purposes of this paragraph 10, **Intellectual Property** means all patents, patent applications, utility models, know-how, trade marks, service marks, trade and service mark applications, trade names, domain names, registered designs, design rights, copyrights or other similar industrial, intellectual or commercial rights subsisting anywhere in the world relating to the business of the Company or any Group Company.

11. Confidentiality

11.1 All information acquired during your appointment is confidential to the Company and the Group Companies and should not be disclosed to third parties or used for any reason other than in the interests of the Company and the Group Companies, either during your appointment or following termination (by whatever means), without prior written consent from the chairman of the Company.

11.2 Your attention is also drawn to the statutory and regulatory requirements as to the disclosure of price sensitive information. You should avoid making any statements that might pose a risk of breach of these requirements without prior written consent from the chairman of the Company, or such committee of the Board as is established for such purpose.

11.3 On termination of your appointment, for whatever reason, you must promptly return to the Company or its authorised representative all property, including but without limitation all documents, listings, keys, correspondence, security or charge cards or discs, tapes, credit cards, mobile phones, computers, computer peripherals, communications equipment, software, electronic documents, data files or other equipment, items or information in your possession or under your control which are the property of the Company or any Group Company or which relate in any way to the business or affairs or customers of the Company or any Group Company. You must also promptly return all copies of any such property regardless of the medium on which the copies are stored or held. In respect of any items or information held on any computer software, data files or other equipment belonging to you, you are required to delete any such items and information and all copies immediately on termination of your appointment.

11.4 Nothing in this paragraph 11 applies so as to prevent you from disclosing information as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange) or as required by any court or other authority of competent jurisdiction.

12. Data protection

12.1 The Company will hold and process your personal data for the purposes of complying with this contract, its obligations under law and in its legitimate interests. Details can be found in the Fair Processing Notice set out in Schedule 1.

12.2 You shall comply with any data protection policy communicated to you when processing personal data in the course of your appointment, including personal data relating to any employee, customer, client, supplier or agent of the Company or any Group Company.

12.3 You will use your best endeavours to ensure that any personal data relating to clients or customers of the Company and any Group Company will be held securely and will not be processed or communicated to any third parties.

13. General

13.1 The Contracts (Rights of Third Parties) Act 1999 will not apply to this letter. No person other than you and the Company will have any rights under this letter and the terms of this letter will not be enforceable by any person other than you and the Company.

13.2 This letter, read in conjunction with the Articles, contains the entire agreement between you and the Company concerning your appointment as an independent non-executive director and it supersedes all previous agreements whether written, oral, express or implied.

13.3 You agree that in entering into this letter you do not rely on, and will have no remedies in respect of any statement, representation, warranty or understanding (whether made innocently or negligently) that is not set out in this letter and you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.

13.4 Nothing in this paragraph 13 will operate to limit or exclude any liability for fraud.

13.5 No variations of this letter are effective unless made in writing signed by you and the Company (or respective authorised agents).

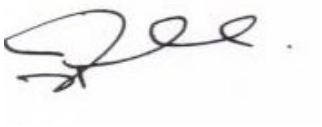
13.6 You shall advise the company secretary promptly of any change in your address or other personal contact details.

13.7 The provisions of the agreement constituted by this letter and any dispute or claim arising out of, or in connection with, it (including a non-contractual dispute or claim) are to be governed by and construed in accordance with English law.

13.8 The courts of England are to have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the agreement constituted by this letter.

Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

Yours sincerely



Director
Mustang Energy PLC

I have read and confirm my agreement to the terms of my appointment as independent non-executive director of the Company as set out in the above letter.

Signed ……..

Dated ……...

13.3 You agree that in entering into this letter you do not rely on, and will have no remedies in respect of any statement, representation, warranty or understanding (whether made innocently or negligently) that is not set out in this letter and you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.

13.4 Nothing in this paragraph 13 will operate to limit or exclude any liability for fraud.

13.5 No variations of this letter are effective unless made in writing signed by you and the Company (or respective authorised agents).

13.6 You shall advise the company secretary promptly of any change in your address or other personal contact details.

13.7 The provisions of the agreement constituted by this letter and any dispute or claim arising out of, or in connection with, it (including a non-contractual dispute or claim) are to be governed by and construed in accordance with English law.

13.8 The courts of England are to have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the agreement constituted by this letter.

Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

Yours sincerely

Director
Mustang Energy PLC

I have read and confirm my agreement to the terms of my appointment as independent non-executive director of the Company as set out in the above letter.

DocuSigned by:
Signed ..... Robert Mayfield
C8E0F611C44642A...

Dated 10 May 2024

Schedule 1
Fair Processing Notice

1. About this document

During the course of the Company's activities it will process personal data (which may be held on paper, electronically, or otherwise) about you and it recognises the need to treat such personal data in an appropriate and lawful manner, in accordance with the EU General Data Protection Regulation (as retained in English law). The purpose of this notice is to make you aware of how the Company will handle your personal data.

2. Data Controller

2.1 The Company is the data controller of your personal data i.e. the ultimate controller of how all personal information about you is stored, processed or transferred.

2.2 If you have any queries about this notice or issues in relation to the processing of your personal data, please contact the Company Secretary.

3. Personal Data

Personal data means recorded information the Company holds about you from which you can be identified. It may include contact details, other personal information, photographs, expressions of opinion about you or indications as to the Company's intentions about you. It may also include special or sensitive categories of data, such as health data.

4. Fair and lawful processing

4.1 The Company will only process your personal data for the following purposes:

4.1.1 in order to fulfil the Company's obligations to you in relation to your appointment as a director (e.g. where the Company uses your bank details to arrange payment of your fees to you);

4.1.2 for one of the Company's legitimate interests, which include the following:

4.1.2.1 intra-group company transfers of data relating to its officers for administrative purposes; and

4.1.2.2 for administration purposes;

4.1.3 in the ordinary course of business, for example your name and contact details may be included within emails you send on the Company's behalf in the course of your appointment, which are retained on the Company's computer systems;

4.1.4 processing security, CCTV and other images including using these in the Company's literature and intranet and internet sites;

4.1.5 providing references and information to firms that may engage you, the HM Revenue & Customs, the Contributions Agency and, if necessary, governmental and quasi-governmental bodies for social security and other purposes;

4.1.6 providing information to current and prospective customers of the Company;

4.1.7 to effectively monitor performance and productivity levels and carry out appraisals;

4.1.8 for any purpose required by law (e.g. where the Company requires information such as your national insurance details to comply with legislation).

4.2 Any sensitive categories of personal data, such as health data, that we process will be processed only for appropriate purposes in relation to your office.

4.3 Please note that if the Company requests details from you in connection with the purposes above and you fail to provide such information, then in some cases the Company may not be able to continue your appointment as a director or fulfil its obligations to you under the terms of your appointment (e.g. the Company requires your bank account details to issue your fees to you).

5. Transfer of personal data and processing by the Company's affiliates

5.1 The Company may need to transfer personal data relating to you (including, without limitation, name, address, date of birth, position, and absence information and all information related to your compensation and taxation for this purpose) to its affiliated companies outside the UK.

5.2 Before we do so, we will ensure that any such affiliate is obliged to comply with policies and procedures which ensure that your privacy is protected, and that you have the same rights as if your data were retained within the UK. However, you should be aware that the laws of the countries in which such affiliates are located may not provide an equivalent level of protection to that which you have under English law.

6. Retention of data

6.1 The Company will retain your personal data whilst you remain as an independent non-executive director. After your contract for services with the Company ends for whatever reason, we may retain your information:

6.1.1 for a period of 7 years past termination of your appointment; and/or

6.1.2 for as long as is necessary to comply with any legal requirement; and/or

6.1.3 for our legitimate business interests (such as to resolve any issues you might raise following termination of your appointment with us); and/or

6.1.4 in aggregated and/or anonymised form.

7. Miscellaneous

7.1 You may request access to, correction of or a copy from the Company of your information at any time. You may also ask the Company to stop using your data at any time (if certain criteria apply).

7.2 If the basis on which the Company has acquired your data is by your prior written consent, you may also withdraw this consent at any time.

7.3 If you consider the Company's use of your personal information to be unlawful, you have the right to lodge a complaint with the UK's supervisory authority, i.e. the Information Commissioner's Office. For further details, please visit www.ico.org.uk.

I confirm I have read and understood the information above.

Signed 

Print name Rob Mayfield

Dated 10 May 2024