

25 October 2013

To: Patrick Broughton  
9 Sturdee Lane  
Elvina Bay  
NSW 2105  
Australia

### **cloudBuy plc (the "Company")**

The Board of Directors of the Company (the "**Board**") is delighted that you have accepted its invitation to act as a non-executive Director of the Company ("**Director**") and as non-executive chairman of the Company on the terms and subject to the conditions set out below.

#### **1 Term of Appointment**

As you know, your appointment as a Director and re-appointment as a Director is subject to the Memorandum and Articles of Association of the Company for the time being and will need to be ratified, or its continuance will need to be approved, by shareholders in due course (and this engagement will also terminate without entitlement to compensation should this ratification or approval not be obtained). Subject to this, and to paragraph 6, the Individual's initial engagement and appointment as a Director will begin on the date hereof (the "**Commencement Date**") and will continue thereafter until determined by at least 3 months' written notice given to each other.

#### **2 Duties**

- 2.1 The Board normally meets at least 10 times every year. The Board wishes the Individual to be a member of its Remuneration Committee and Audit Committee and President of the Asia Pacific division of the Company. You will find attached a copy of the Terms of Reference for each of these Committees. The Remuneration Committee will meet at least twice each year and one of the meetings shall be held before submission of the Company's annual report and accounts to the Board each year. The Audit Committee will meet at least twice a year, and in any event it shall meet immediately before submission of the annual and interim financial statements to the Board each year. You will be the chairman of these Committees.
- 2.2 In addition to attendance at the Annual General Meeting of the Company, meetings of the Board, the Remuneration Committee and the Audit Committee, the Board will wish you to meet from time to time, with the Executive Directors.
- 2.3 The Individual's involvement with the Company will not require in excess of 20 days per year of his time.
- 2.4 You should bring an independent, objective, and personal, judgement to bear on issues of strategy, performance and resources of the Company and/or any of its subsidiaries including key appointments and standards of conduct. You should be able to help to resolve conflicts of interest that occur in the business.
- 2.5 You will be entitled to full access to all Board papers and accompanying documentation and, should you require at any time further information, you should contact the Chief Executive Officer or his delegated appointee. If at any time you feel that you are not being kept fully informed as to the affairs of the Company and/or any of its subsidiaries, you should immediately inform the Company Secretary.

### 3 **Fees**

- 3.1 Following the Commencement Date, the Service Provider will be allotted 90,909 shares in the Company in lieu of remuneration and calculated at 33p per Share. These Shares will be released to the Service Provider in equal quarterly portions over the next 3 years.
- 3.2 The Company will also reimburse or procure that there are reimbursed all reasonable travel and hotel expenses properly and necessarily incurred by you in the performance of the Individual's duties of a non-executive Director of the Company or for the Company or for any of its subsidiary or associated companies (the "**Group**").
- 3.3 It is agreed that you will not be an employee of the Company or of any member of the Group and that this letter shall not constitute a contract of employment but a contract of services.

### 4 **Confidentiality**

Subject to any other fiduciary obligations you may have to the Company, you will be expected to treat as secret and confidential and not (save as may be required of you by law or the rules and requirements of any recognised investment exchange or other regulatory authority) at any time for any reason disclose, or permit to be disclosed, to any person or otherwise make use of, or permit to be made use of, any information relating to the Group's business affairs or finances received by you as a result of the furtherance of your duties or otherwise but provided that this paragraph shall not restrict you in connection with instructing any independent legal advisers as contemplated above. Further, you agree that you will take account of, and abide by, any code adopted by the Company with regard to dealings by Directors and employees in the Company's securities.

### 5 **Compliance**

You shall at all times comply (and shall procure that any related party (as defined in the AIM Rules) shall comply) with applicable rules and regulations of an AIM Company (including, in particular, any code on dealings of securities adopted by or applicable to the Company or any member of the Group) for the time being in force and the rules of any relevant regulatory authority.

### 6 **Termination**

- 6.1 The Company shall have the right to terminate the appointment hereunder without payment of any compensation immediately upon written notice if you:
- 6.1.1 fail to perform the services specified under these arrangements for a continuous period of three months; or
- 6.1.2 commit any material or (after warning) repeated breach of your obligations under these arrangements or are guilty of any gross default or misconduct which in the reasonable opinion of the Board affects the business of the Group or are guilty of conduct which in the reasonable opinion of the Board tends to you or the Company or any member of the Group into disrepute or if you become bankrupt or make any general composition with his creditors generally; or
- 6.1.3 accept a position with another company, without the prior agreement of the Board, which in the reasonable opinion of the Board will or may give rise to a conflict of interest between your position as a Director of this Company and your interest in such other company; or

- 6.1.4 become a patient pursuant to any statute relating to mental health; or
  - 6.1.5 fail to be elected or re-elected as a Director at a general meeting of the Company at which your election or re-election is a valid item of business; or
  - 6.1.6 are disqualified from being a director of a company pursuant to an order made under the Company Directors Disqualification Act 1986; or
  - 6.1.7 cease to be a Director by reason of your vacating office pursuant to any provision of the Company's Articles of Association for the time being or are removed as a Director by resolution passed at a general meeting.
- 6.2 These arrangements may be terminated by you without payment of any compensation immediately upon written notice if:
- 6.2.1 a conflict of interest shall arise between your position as a Director of the Company and your interests in any other company in which you may be interested;
  - 6.2.2 otherwise you feel that you wish to resign your position as a Director of the Company.
- 6.3 If you cease to be a Director for whatever reason, you shall immediately deliver up to the Company all working papers and other material (in whatever format it is stored) and any copies of such working papers which have been provided to you by the Company or any member of the Group or have been prepared by you in respect of the business and affairs of the Company or any member of the Group.
- 6.4 You will not at any time after the termination of your appointment represent yourself or allow yourself to be held out or represented in any way as connected with or interested in the business of the Company or any member of the Group unless you remain a Director of such a company.

7 **Entire Agreement**

This letter contains the entire agreement between you and the Company in connection with the provision of your services as a Director. This agreement may not be assigned by any party save with the prior written consent of the other party.

Please confirm acceptance of the above terms and conditions by signing, dating and returning the enclosed copy of this letter.

.....  
 for and on behalf of  
**cloudBuy plc**

.....  
 Agreed and accepted as above  
 Patrick Broughton

Dated: 2013