

**THIS DEED OF INDEMNITY** is made the ● day of ● [2006]

**BETWEEN**

(1) **COMPASS GROUP PLC**, a public limited company registered in England and Wales with company number 04083914 whose registered office is at Compass House, Guildford Street, Chertsey, Surrey KT16 9BQ (the *Company*);

and

(2) [ ] of [ ] (the *Indemnified Person*).

**WHEREAS**

(A) The Indemnified Person is a director of the Company.

(B) The Company has therefore agreed to indemnify the Indemnified Person on the terms and conditions hereinafter set out.

(C) The Company has further agreed to use its reasonable endeavours to continue to maintain appropriate directors' and officers' liability insurance for the benefit of the Indemnified Person.

**NOW THIS DEED WITNESSETH** as follows:

**1. INTERPRETATION**

1.1 In this Deed (including the recitals) the following expressions shall have the following meanings, unless the context otherwise requires:

*Associated Company* means an "associated company" as defined in section 309A of the Companies Act;

*Claims* means all claims, actions and proceedings, whether civil, criminal or regulatory and *Claim* shall be construed accordingly;

*Companies Act* means the Companies Act 1985 including any modification or re-enactment of it for the time being in force;

*Company Secretary* means the Company Secretary of the Company for the time being;

*Losses* means any losses, damages, penalties, liabilities, compensation or other awards, or any settlement thereof to which the Company consents, arising in connection with any Claim, whether instigated, imposed or incurred (or, in the case of a settlement, agreed) under the laws of England and Wales or the law of any other jurisdiction; and

*subsidiaries* means "subsidiaries" as defined in section 736 of the Companies Act.

## 2. INDEMNIFICATION

2.1 Subject to clauses 2.2, 2.5 and 4.3 of this Deed, the Company shall, to the fullest extent permitted by law and without prejudice to any other indemnity to which the Indemnified Person may otherwise be entitled, indemnify and hold the Indemnified Person harmless in respect of all Claims and Losses arising out of, or in connection with, the actual or purported exercise of, or failure to exercise, any of the Indemnified Person's powers, duties or responsibilities as a director or officer of the Company or of any of its subsidiaries.

2.2 The indemnity in clause 2.1 of this Deed shall be deemed not to provide for, or entitle the Indemnified Person to, any indemnification that would cause this Deed, or any part of it, to be treated as void under the Companies Act and, in particular, except as provided in clause 2.3 of this Deed, shall not provide directly or indirectly (to any extent) any indemnity against:

- (a) any liability incurred by the Indemnified Person to the Company or any Associated Company;
- (b) any liability incurred by the Indemnified Person to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or
- (c) any liability incurred by the Indemnified Person:
  - (i) in defending any criminal proceedings in which he is convicted; or
  - (ii) in defending any civil proceedings brought by the Company, or an Associated Company, in which judgment is given against him; or
  - (iii) in connection with any application under section 144(3) or (4) or section 727 of the Companies Act in which the Court refuses to grant him relief,

where, in any such case, any such conviction, judgment or refusal of relief has become final.

Reference in this clause 2.2 to a conviction, judgment or refusal of relief being 'final' shall be construed in accordance with sections 309B(6) and (7) of the Companies Act.

2.3 Without prejudice to the generality of the indemnity set out in clause 2.1 of this Deed, the Company shall, to the fullest extent permitted by law, indemnify and hold the Indemnified Person harmless on an 'as incurred' basis against all legal and other costs, charges and expenses reasonably incurred:

- (a) in defending Claims including, without limitation, Claims brought by, or at the request of, the Company or any Associated Company and any investigation into the affairs of the Company or any Associated Company by any judicial, governmental, regulatory or other body; or

- (b) in connection with any application under section 144(3) or (4) or section 727 of the Companies Act,

PROVIDED THAT, in accordance with section 337A of the Companies Act, the Indemnified Person agrees that any such legal and other costs, charges and expenses paid by the Company shall fall to be repaid, or any liability of the Company under any transaction connected thereto shall fall to be discharged, not later than:

- (x) in the event of the Indemnified Person being convicted in the proceedings, the date when the conviction becomes final; or
- (y) in the event of judgment being given against the Indemnified Person in the proceedings, the date when the judgment becomes final; or
- (z) in the event of the Court refusing to grant the Indemnified Person relief on the application, the date when the refusal of relief becomes final.

References in this clause 2.3 to a conviction, judgment or refusal of relief being 'final' shall be construed in accordance with sections 337A(5) and (6) of the Companies Act.

2.4 The Indemnified Person shall continue to be indemnified under the terms of the indemnities in this Deed notwithstanding that he may have ceased to be a director or officer of the Company or of any of its subsidiaries.

2.5 On receipt of any demand relating to any Claim (or where the Indemnified Person becomes aware of circumstances which may reasonably be expected to give rise to a demand relating to any Claim) and before incurring any costs, charges, or expenses in respect of any Claim (including but not limited to securing legal representation), the Indemnified Person shall, as soon as reasonably practicable, notify the Company in writing of such demand or circumstances, giving full details and providing copies of all relevant correspondence and shall consult with the Company Secretary and have due regard to the advice he is given.

2.6 The Indemnified Person shall keep the Company fully informed of the progress of any Claim, including providing all information in relation to any Claims or Losses or any other costs, charges or expenses incurred as the Company may reasonably request.

2.7 The Indemnified Person shall take all such action as the Company may reasonably request to avoid, dispute, resist, appeal, compromise or defend any Claim and shall not make any admission of liability, agreement or compromise with any person in relation to any Claim without the prior written consent of the Company, such consent not to be unreasonably withheld.

2.8 In the event of any payment under this Deed, the Company shall be subrogated to the extent of such payment to all of the Indemnified Person's rights of recovery against third parties (including any claim under any applicable directors' and officers' liability insurance policy) in respect of the payment. The Indemnified Person shall provide all reasonable cooperation as may be requested by the Company for the purposes of securing and exercising such rights of recovery.

2.9 For the purposes of this Deed, all legal and other costs, charges and expenses will be deemed to be reasonably incurred if they conform broadly with the advice given by the Company Secretary.

### **3. AGREEMENT AS TO INSURANCE**

3.1 The Company shall use its reasonable endeavours to maintain appropriate directors' and officers' liability insurance (including ensuring that premiums are properly paid) for the benefit of the Indemnified Person for so long as any Claims may lawfully be brought against the Indemnified Person and in respect of any matter occurring or alleged to have occurred while the Indemnified Person is or was a director of the Company.

3.2 The Company shall use its reasonable endeavours to retain in any renewed directors' and officers' liability insurance policy a clause permitting the Indemnified Person to notify claims for an extended period following non-renewal of directors' and officers' liability insurance cover.

### **4. GOVERNING LAW AND JURISDICTION**

4.1 This Deed shall be governed by, and interpreted in accordance with, English law.

4.2 Both parties agree that the Courts of England are to have exclusive jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by this Deed or otherwise arising in connection with this Deed.

4.3 If this Deed is finally judicially determined in a relevant jurisdiction to provide for, or entitle the Indemnified Person to, indemnification against any Claims or Losses that would cause this Deed, or any part of it, to be treated as void under the laws of that jurisdiction, this Deed shall, in so far as it relates to such jurisdiction, be deemed not to provide for, or entitle the Indemnified Person to, any such indemnification, and the Company shall instead indemnify the Indemnified Person against any Claims or Losses to the fullest extent permitted by law in that jurisdiction.

4.4 A party who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

**IN WITNESS WHEREOF** this Deed has been executed by the parties hereof the day and year first above written.

**EXECUTED and DELIVERED** )  
as a **DEED** by **COMPASS GROUP PLC** )  
acting by two directors/ )  
a director and the secretary: )

Director:

Director/Secretary:

**SIGNED** as a **DEED** and )  
**DELIVERED** by [\_\_\_\_\_] )  
in the presence of: )

Witness -

Signature:

Name:

Address: