

PRIVATE AND CONFIDENTIAL

DATED 6 March ⁹ 2008

REGUS PLC

- and -

MARK DIXON

APPOINTMENT AGREEMENT

Slaughter and May
One Bunhill Row
London EC1Y 8YY

Ref: RXD/OACH
PN081990012

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THIS APPOINTMENT is made on 6 March, 2008⁹

BETWEEN:-

- (1) **Regus plc** (a public company limited by shares incorporated in Jersey with registered number 101523 and registered in Luxembourg as a societe anonyme under RCS Luxemburg B 141159); (the "**Company**") and
- (2) **Mark Dixon** (the "**Director**") of L'Estoril, 31 Avenue Princesse Grace, MC 98000 Monaco.

WHEREBY 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 director of the Company. This Appointment constitutes a contract for services and does not create an employment relationship.
- 2.2 This appointment commenced on 18 August, 2008 and, subject to clauses 2.3 and 11, shall continue unless and until terminated by either party giving to the other not less than 12 months' notice in writing.
- 2.3 Subject to clause 10, the Company reserves the right to terminate the appointment of the Director at any time by paying to him a sum equal to the fee that would have been paid to the Director under clause 6.1 during the relevant period. The relevant period is 12 months or, if less, the period to the date when the Director reaches the age of 65.
- 2.4 The Director's appointment shall in any event terminate automatically without the need to give notice on the date on which the Director reaches the age of 65.

3. Time commitment

The Director will be expected to devote such time as is necessary for the proper performance of the Director's duties. 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 and comply with the terms of the constitutional documents of the Company.

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 duties and exercise all powers set out in clause 5.1 from within Luxembourg. In exceptional circumstances where this is not possible, the Director may exercise such powers and perform such duties outside of Luxembourg, provided that at no time are such powers or duties exercised or performed from within the United Kingdom or Jersey.

6. Fee

6.1 The Director shall receive a fee of £40,000 per annum which shall be paid with effect from 14 October, 2008 (or such other date as the Company shall inform the director that its Scheme of Arrangement has become effective) monthly in arrears or at such higher rate or rates as the Remuneration Committee of the Board (the "**Remuneration Committee**") may from time to time determine and notify to the Director in writing.

6.2 At least once in each 12 months the Company shall review, but shall not be obliged to increase the fees payable under this Appointment.

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 this 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 and any other property belonging to 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 (i) removed pursuant to the Company's constitutional documents from his office as a director; or (ii) his employment with Regus Management Limited ("RML") is terminated for any reason, and the Company serves notice to terminate this appointment, then in each case this appointment shall terminate immediately. If such termination follows a material breach of the Agreement by the Director or following the Director's employment being terminated in circumstances where RML is entitled to terminate it summarily then the termination of the appointment shall be without any entitlement to compensation in respect of any loss of office or other loss (including but not limited to loss of future fees).

11. Termination of Appointment following change of control

- 11.1 This clause applies if any person (together with any other person or persons acting in concert with him) obtains control (within the meaning of section 840 of the Income and Corporation Taxes Act 1988) of the Company otherwise than for the purposes of a reorganisation or reconstruction in which (i) the ultimate ownership of the Company or substantially all of its assets is unaffected or (ii) a new holding company for the Company is created where the new holding company has substantially the same shareholder and proportionate shareholdings as those of the Company immediately prior to the interposition of the new holding company..
- 11.2 The Director may terminate this Appointment by giving the Company one month's notice in writing, such notice to be given within six months after the date on which the Change of Control happens.

11.3 If the Director gives notice in accordance with clause 11.2, the Company must, in addition to any amounts payable in respect of the Director's period of appointment up to the end of his notice period, pay him a sum equal to the fee that would have been paid to the Director under clause 6.1 during the relevant period. The relevant period is 12 months or, if less, the period to the date when the Employee reaches the age of 65.

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 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 provision of services or service by him to any member of the Group (except for his service agreement with Regus Management Limited, and the deed poll of indemnity with the Company) and that he is not entering into this Appointment in reliance on any representation 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 Appointment.

IN WITNESS whereof this Appointment 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:-

[Handwritten signature]
ANNA PROSSER

)
)
) *[Handwritten signature]*
)

SIGNED by the Director
in the presence of:-

[Handwritten signature]
ANNA PROSSER

) (M)
) *[Handwritten signature]*
)

Schedule

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 at 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 executives.
- 3.5 Determining any changes to management and control structure.

4. Board membership and Board committees

- 4.1 Responsibility 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 and other executive 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 of size or strategically, contracts of the Company or any subsidiary in the ordinary course of business including bank borrowings and acquisition 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 openings) 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. Miscellaneous

- 7.1 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.

- 7.2 Determining on major changes in employee share schemes and the allocation of executive share options.
- 7.3 Formulation of policy regarding charitable donations.
- 7.4 Approval of political donations.
- 7.5 Responsibility for approval of the Company's principal professional advisers.
- 7.6 Responsibility for prosecution, defence or settlement of litigation over £500,000.
- 7.7 Responsibility for internal control arrangements.
- 7.8 Responsibility for health and safety policy.
- 7.9 Responsibility for environmental policy.
- 7.10 Responsibility for insurance including directors' and officer's liability insurance.
- 7.11 Responsibility for material changes to the terms of bank finance.
- 7.12 Considering any request by any Group company to waive compliance with or a breach of a covenant under any credit agreement.

8. Intellectual Property

- 8.1 Approval of intellectual property strategy.
- 8.2 Responsibility for changes to logos or trading names.
- 8.3 Responsibility for prosecution, defence or settlement of material intellectual property disputes.

