



**Mitchells & Butlers plc**  
Registered in England no. 4551498  
27 Fleet Street, Birmingham, B3 1JP  
Telephone +44 (0)121 498 4000  
[www.mbplc.com](http://www.mbplc.com)

Ms A V Brown

3 March 2022

Dear Amanda

**Appointment as a Non-Executive Director of Mitchells & Butlers plc (the *Company*)**

On behalf of the Company, I am writing to confirm the terms of your appointment as a Non-Executive Director of the board of directors (the *Board*) of the Company (the *Appointment*). The Appointment and the terms of this letter will take effect on 4 July 2022.

**Appointment and termination**

1. Your Appointment will, of course, have to be confirmed by the Company's shareholders at the next Annual General Meeting (*AGM*) in January 2023 and will be subject to the provisions of the articles of association of the Company (the *Articles*) for the time being in force and to any necessary resolutions of shareholders. It is agreed that this is a contract for services and not a contract of employment.
2. Continuation of your Appointment is conditional on satisfactory performance and re-election at AGMs. This letter does not confer any right to hold office for any period, nor give you any right to compensation if you cease to be a director for any reason. As you will be aware, in compliance with the UK Corporate Governance Code, it is regarded as best practice that each director is submitted for reappointment by shareholders at each AGM. This is stipulated by the Articles and will apply to you.
3. The Appointment may be terminated by both parties immediately at any time without compensation.

ALEX

ALL BAR ONE

BROWN'S



EMERSON'S

Harvester



MILK & CREAM



STONERHOUSE



SIZZLING



VINTAGE

**Mitchells  
& Butlers**

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4. Upon termination of your Appointment you will at the Company's request promptly resign in writing as a director of the Company (and as a member of any committee of the Board) and of any Group Company. The Company Secretary and General Counsel is irrevocably authorised to sign a letter of resignation on your behalf if you fail to do so.

#### **Independence**

5. You are considered to be an independent director for the purposes of the UK Corporate Governance Code and you will be identified as such in the Company's Annual Report. You must disclose your interests in shares and in the transactions of the Company as required by law and by the Articles, and refrain from voting as a director when required to do so by the articles.

#### **Time commitment**

6. You are aware that the nature of the role makes it impossible to be specific about the time commitment required. The Board expects you to commit sufficient time to allow you to meet your obligations to the Company. This will include attendance at scheduled and emergency Board meetings, meetings of any committee to which you are appointed, and the AGM of the Company. In addition, you will be expected to devote appropriate preparation time ahead of each meeting. You may also be required to make yourself available (on reasonable notice) to provide ad hoc advice to individual directors of the Company and to take on such activities as disciplinary meetings (where matters have become elevated requiring an individual at your level).
7. By accepting the Appointment, you confirm that you are able to allocate sufficient time to meet the expectations of your role. Personal attendance will be required at Board meetings and Board committee meetings unless agreed otherwise in advance with the Chairman.

#### **Duties**

8. As a Non-Executive Director, you have the same general legal responsibilities to the Company as any other Director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs. The Board:
  - (a) provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
  - (b) sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
  - (c) sets the Company's values and standards and ensures that its obligations to its shareholders and others are understood and met.
9. The role of the Non-Executive Director (whether independent or non-independent) has the following key elements:
  - (a) **Strategy:** Non-Executive Directors should constructively challenge and contribute to the development of strategy;
  - (b) **Performance:** Non-Executive Directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;

- (c) **Risk:** Non-Executive Directors should satisfy themselves that financial information is accurate and that financial controls and systems of risk management are robust and defensible; and
  - (d) **People:** Non-Executive Directors are 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.
10. 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:
- (a) the likely consequences of any decision in the long term;
  - (b) the interests of the Company's employees;
  - (c) the need to foster the Company's business relationships with suppliers, customers and others;
  - (d) the impact of the Company's operations on the community and the environment;
  - (e) the desirability of the Company maintaining a reputation for high standards of business conduct; and
  - (f) the need to act fairly as between the members of the Company.
11. In your role as a Non-Executive Director, you shall:
- (a) at all times comply with the Articles and constitution of the Company;
  - (b) abide by your statutory, fiduciary or common-law duties as a director of the Company;
  - (c) diligently perform your duties and use your best endeavours to promote, protect, develop and extend the business of the Company; and
  - (d) 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 Company Secretary and General Counsel.
12. As a Non-Executive Director, you should note that you do not have authority to commit the Company in any way without the express authorisation of the Board.
13. The Company seeks to adhere to the UK Corporate Governance Code. You will be expected to carry out your duties in accordance with the principles set out in this Code, a copy of which is available from the Company Secretary.
14. The performance of the Board and its committees, and of individual directors, is evaluated annually.
15. You shall, in pursuance of your duties hereunder, be entitled to request from the Company, its subsidiary undertakings (as defined in section 1162 of the Companies Act 2006 as amended from time to time) or its or their employees, consultants or professional advisers, such

information as may be reasonably necessary to enable you to perform your role effectively. The Company shall use its reasonable endeavours to provide such information promptly.

#### **Fee**

16. You will be paid an annual fee of £53,000 for your duties as a Non-Executive Director. This fee will be paid to you (less any required statutory deductions) in four-weekly instalments. There will be additional fees payable for acting as chair of a Board committee if appropriate. The level of fees will be reviewed annually.
17. You will not, in respect of the provision of your services as a Non-Executive Director, be an employee of the Company and you therefore will not be entitled to participate in the Company's annual or long-term incentive, retirement, health, welfare or other benefit arrangements. You will be responsible for all private benefit arrangements at your own expense.

#### **Expenses**

18. In addition to the fees described above, the Company will reimburse you for all reasonable out-of-pocket expenses necessarily incurred in carrying out your duties in accordance with the Company's policies from time to time on production of valid receipts. You will have no separate expense allowance.
19. During the Appointment, circumstances may arise in the furtherance of your duties as a Non-Executive Director when it will be appropriate for you to seek advice from independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with any procedure agreed by the Board under which directors may obtain such independent advice, as amended from time to time.

#### **Office accommodation**

20. You will be provided, for the purposes of Company business, with office accommodation and secretarial support at the Company's Retail Support Centre in Birmingham and at its London office as required.

#### **Insurance and indemnity arrangements**

21. The Company has obtained directors' and officers' liability insurance for your benefit and will use its reasonable endeavours to maintain such insurance in force for so long as you are a Non-Executive Director. The Company will notify you in the event that the directors' and officers' liability insurance referred to above is no longer in place. Copies of the policy documents are available from the Company on request.
22. The Company will grant a Deed of Indemnity (being a qualifying third party indemnity for the purposes of the Companies Act 2006) in your favour immediately following commencement of the Appointment.

#### **Other directorships, business interests and conflicts of interest**

23. The Company acknowledges that you have business interests other than this Appointment and that you have declared any conflicts that are apparent at present. In the event that you become aware of any conflicts of interest that may arise, you must disclose these to the Board as soon as they become apparent.

24. During the term of the Appointment you must ensure that the time you allocate to your role pursuant to clauses 6 and 7 above, is with due regard to your other business interests and the principles of the UK Corporate Governance Code.
25. During the Appointment, you must not without obtaining the written consent of the Board (such consent not to be unreasonably withheld) accept:
  - (a) office as chairman or director of any quoted company;
  - (b) any employment, consultancy, advisory or trustee role (whether in the public or private sector, and whether paid or unpaid); or
  - (c) any public office.
26. The Board confirms that it has given its consent to the continuation of your existing activities and current directorships listed in Schedule 1 to this letter.
27. The Companies Act 2006 imposes a statutory duty on directors to avoid a situation in which they have or can have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. Only if a situation cannot reasonably be regarded as likely to give rise to a conflict, or if the matter has been authorised by the other directors, is there no breach of duty. You should inform the Non-Executive Chairman or Company Secretary and General Counsel in the event that you become aware of any conflict or potential conflict situations arising during the term of your appointment to the Board of the Company.
28. In accordance with the principles set out in the UK Corporate Governance Code you must inform the Board of any interests which you have, or acquire, which might reasonably be thought to jeopardise your independence from the Company. During the Appointment you must not take up any office or employment with, or have any interest in, any firm or company which is or may be in direct or indirect competition with the Company.

#### **Regulatory Requirements**

29. During the Appointment you will comply with any relevant regulations as may be issued by the Board from time to time.
30. You undertake to comply with all legal and regulatory requirements and any code of practice or compliance manual issued by the Company relating to transactions in securities and inside information and dealing in force from time to time, including any rules and regulations of or under the UK Listing Authority (or any successor body) (including the Model Code for transactions in securities by directors and certain others in listed companies, the Listing Rules, and the Disclosure and Transparency Rules), the Financial Services and Markets Act 2000, the Criminal Justice Act 1993, the Financial Conduct Authority (or any successor body) (**FCA**) and relevant regulatory authorities relevant to the Company and any Group Company with which you may be concerned (the **Regulatory Requirements**).
31. You acknowledge that you are familiar with details of the Regulatory Requirements and you have understood them and will abide by them.
32. By accepting the Appointment you acknowledge that you are aware of the Regulatory Requirements and that a breach of the Regulatory Requirements carries sanctions including criminal liability, disciplinary action by the relevant regulatory authority (civil liability, fines and public censure by the FCA (or any successor body)) and immediate termination of the Appointment.

33. Due to your position you shall be named on the Company's list of persons with access to inside information relating to the Company which can be made available to the FCA (or any successor body).

#### **Confidentiality and Intellectual Property Rights**

34. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact, including details of the Company's technology.
35. If, at any time during the Appointment, you (either alone or with others) produce any work in any medium whatsoever including any report or similar document, software or any other intellectual property (*Works*), which relates to the business of the Company or any other Group Company or which results from or is suggested by anything done in the course of the Appointment, then you agree that all intellectual property and proprietary rights in such Works shall belong to and be the sole legal and beneficial property of the Company or the relevant Group Company and will do all things and sign any documents (at your cost) necessary to secure vesting of those rights in the relevant Group Company. You will not use, reproduce or disclose any part of them without the prior written consent of the Company.
36. On termination of the Appointment you will deliver to the Company all (but not limited to), books, documents, papers, business plans, finances (including, but not limited to, any such information relating to or belonging to a supplier, customer or client) and other property of or relating to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position as a Non-Executive Director. The Company is able to arrange the disposal of papers which you no longer require.

#### **Training and Induction**

37. Following the commencement of the Appointment, the Company will ensure you benefit from a focused induction programme. The Company is able to arrange for you to have training appropriate for a director of your standing, including refresher courses to keep you apprised of legal and regulatory developments.

#### **Data Protection**

38. By signing this agreement, you give your explicit consent for the purposes of the Data Protection Act 1998 to the Company holding and processing (i) any personal data, including sensitive personal data, relating to you in accordance with the Company's Data Protection Policy; and (ii) information about you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 2018) including, as appropriate:
  - (a) information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work; or
  - (b) your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or
  - (c) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

39. You consent to the Company making such information available to any of its Group Companies, those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which you work.
40. You also consent to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.
41. The Company is also subject to restrictions on the disclosure of personal data concerning its customers, clients or suppliers, such as details of their contact numbers and you will be required to comply with all such restrictions.

**General**

42. You must inform the Company promptly of any change in your address or telephone contact numbers.
43. For the purposes of this letter **Group Company** shall mean the Company and any of its subsidiaries or holding companies from time to time (and any other subsidiary of any of its holding companies), and holding company and subsidiary shall be as defined in section 1159 Companies Act 2006.
44. The terms of this letter are governed by English law.
45. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. No person other than the parties to this agreement shall have any rights under it and it will not be enforceable by any person other than the parties to it.

Please confirm your agreement to the above by signing and returning to me the enclosed duplicate of this letter.

Yours sincerely

**Greg McMahon**  
**Company Secretary and General Counsel**  
**For and on behalf of Mitchells & Butlers plc**

I have read and agree to the above terms of my Appointment as an independent Non-Executive Director of Mitchells & Butlers plc.

**SIGNED as a DEED and** )  
**DELIVERED by** )  
**Amanda Victoria Brown** )  
In the presence of:

Witness signature:

Witness name: *A*

Witness address:

Date:



## **SCHEDULE 1**

- **Micro Focus International plc**