

SLAUGHTER AND MAY

DATED 28 JUNE 2021

Barratt Developments PLC

-and-

Michael Scott

SERVICE AGREEMENT

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THIS AGREEMENT is made on 28 JUNE 2021

BETWEEN

- (1) **BARRATT DEVELOPMENTS PLC**, a company registered in England (Company No. 00604574) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF (the "**Company**"); and
- (2) Michael Scott of [] (the "**Executive**").

WHEREBY IT IS AGREED as follows:-

1. Definitions

1.1 In this Agreement:

- "Associated Company"** means any company which is for the time being a holding company or subsidiary or subsidiary undertaking of the Company or of any such holding company (for which purpose the expressions "holding company" and "subsidiary" shall have the meanings ascribed thereto by section 1159 Companies Act 2006 and "subsidiary undertaking" being defined in section 1162 of that Act);
- "Board"** means the Board of Directors from time to time of the Company (including any duly appointed committee thereof) or the directors present at a meeting of the directors of the Company at which a quorum is present;
- "Garden Leave"** means any period of suspension or exclusion under Clause 15;
- "Group"** means the Company and any Associated Company;
- "Intellectual Property Rights"** means any and all intellectual property rights including without limitation patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (Including know-how and trade secrets), in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

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- "Invention"** means any invention, idea, discovery, development, improvement, process or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium;
- Statutory Duties'** means the Executive's statutory duties as a director set out in Chapter 2 of Part 10 of the Companies Act 2006; and
- the "1998 Regulations"** means the Working Time Regulations 1998.

2. Term of Appointment

- 2.1 The Executive shall serve the Company as Chief Financial Officer or in such other capacity of a like status as the Company may require from [1 January 2022] and thereafter unless and until the Executive's employment shall be terminated by either party giving to the other not less than twelve months' notice in writing, or otherwise in accordance with this Agreement. No probationary period applies to the employment.
- 2.2 The Executive warrants that by entering into this Agreement and performing the Executive's duties under it the Executive will not be in breach of any contractual or other legal obligation (whether express or implied) owed to any third party, or otherwise restricted in any way in the performance of such duties by such an obligation.
- 2.3 The Company may, in its absolute discretion, lawfully terminate the employment of the Executive at any time and with immediate effect by notifying the Executive that it is exercising its right under this Clause 2.3 to pay the Executive a sum equal to the Executive's salary which would have been payable under Clause 4.1, as well as the Executive's pension contribution under Clause 5.1 and the Executive's car allowance under Clause 8 for the notice period (or the remainder of such period) under Clause 2.1 in equal monthly payments. The amount of these payments shall be calculated by dividing the Executive's annual salary by twelve. The monthly payments shall commence on the date written notice is given to the Executive under this Clause (or such date within one month thereafter as the Company shall determine), and shall continue until:
- (A) the expiry of the notice period (or the remainder of the notice period, if it had been served) under Clause 2.1; or
 - (B) if earlier, the date on which the Executive obtains an Alternative Remunerated Position, in which case the monthly payments still outstanding shall be reduced by the amount of the monthly remuneration earned by the Executive from the Alternative Remunerated Position, and only the balance of such monthly payments shall be due to the Executive; or
 - (C) if earlier, the date on which the Company determines that the Executive has failed to comply with the Executive's duties (imposed hereby) to mitigate the Executive's loss by taking all reasonable steps to obtain (and commence) an Alternative Remunerated Position.

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The Executive shall provide the Company with such information as it may request on a monthly basis in relation to the Executive's search for an Alternative Remunerated Position.

For the purposes of this Clause 2.3, "**Alternative Remunerated Position**" shall mean any position whether under a contract of employment, consultancy arrangement or non-executive appointment or otherwise whereby the Executive is directly or indirectly remunerated, whether by way of salary, bonus, pension, fees, equity or otherwise but excluding, for the avoidance of doubt, any Non-Executive Director roles which the Executive holds at the date the Executive's employment terminates.

- 2.4 For the avoidance of doubt, nothing in this Clause 2 shall give rise to any right for the Executive to receive a payment under Clause 2.3. Any payment under Clause 2.3 shall be made subject to any necessary withholdings for tax and national insurance. Any payment made under this Clause 2 is made on the condition that as at the date of that payment the Executive has not committed any act or made any omission which might amount to a repudiatory breach of this Agreement and that there are no circumstances which would entitle the Company to terminate the Executive's employment without notice (and that the Executive shall, in such circumstances, account for any such payment to the Company).
- 2.5 The Executive is required, as a condition of employment under this Agreement, to have (and continue to have) permission to work in the UK (or such other country in which the Executive is required to work in accordance with Clause 3.4 and 3.5 below). The Executive shall provide on request proof of continued eligibility to work in the UK (or such other jurisdiction) at any time during the course of the Executive's employment under this Agreement. The Executive must inform the Company's Human Resources department as soon as the Executive becomes aware of any change in the Executive's status in regard to eligibility to work in the UK (or such other jurisdiction).

3. Powers and Duties

- 3.1 The Executive shall:
- (A) exercise such powers and perform such duties in relation to the business of the Company or any Associated Company as may from time to time be vested in the Executive, or assigned to the Executive, by the Company or the Board. The Executive will be flexible and willing to carry out additional, fewer or alternative duties as may reasonably be required of the Executive from time to time;
 - (B) perform the Executive's duties faithfully, efficiently and diligently to a standard commensurate with both the functions of the Executive's role and the Executive's knowledge, skills and experience;
 - (C) comply with and obey all reasonable and lawful directions from, and all rules and regulations from time to time laid down by, the Company or the Board and anyone duly authorised by them;

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- (D) comply with the articles of association (as amended from time to time) of the Company and any relevant Associated Company;
- (E) comply with the Executive's Statutory Duties and all fiduciary and common-law duties the Executive owes to the Company and any relevant Associated Company;
- (F) if, and so long as the Company requires, and without any additional remuneration, carry out the Executive's duties on behalf of any Associated Company and act as a director or officer of any Associated Company;
- (G) do such things as are necessary to ensure compliance by the Executive and the Company, and any relevant Associated Company, with the UK Corporate Governance Code (as amended from time to time);
- (H) comply with all requirements, recommendations or regulations, as amended from time to time, of the UK Listing Authority, the FCA/PRA, the Market Abuse Regulation, and all regulatory authorities relevant to the Company or any Associated Company and any code of practice issued by the Company (as amended from time to time) relating to dealing in the securities of the Company or any Associated Company;
- (I) comply with the requirements under both legislation and regulation as to the disclosure of inside information;
- (J) notify the Company Secretary, without delay, of any share transactions relating to the Executive or any person connected to the Executive which are required by law to be notified to the Company, and of all relevant information relating to the executive or any connected person which the Company is required to notify to the London Stock Exchange including in accordance with or pursuant to the UK Listing Authority's listing rules; and
- (K) report the Executive's own actual, potential or proposed wrongdoing and that of any other employee or director of the Company or any Associated Company, or any other activity actual or threatened which may materially damage the interests of the Company or any Associated Company of which the Executive becomes aware, to the Group Chief Executive immediately on becoming aware of it and disclose to the Board all circumstances in respect of which there is, or may be a conflict of interest between the Executive and the Company or any Associated Company.

The Executive acknowledges that they have been provided with access to such laws and regulations and understands that breach of their requirements carry sanctions including criminal liability, and disciplinary action by the Company and/or by the relevant regulatory authority.

- 3.2 The Executive shall report to the Group Chief Executive of the Company and shall at all times promptly provide to the Group Chief Executive, or such other senior Executive Director as appointed by the Board, all information, advice and explanations as may

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reasonably be required in connection with matters relating to the Executive's employment under this Agreement or with the business of the Company or any Associated Company.

- 3.3 The Executive, who shall work such hours as may reasonably be required for the proper performance of the Executive's duties, shall devote the whole of their time, attention and abilities during those hours to carrying out the Executive's duties in a proper, loyal and efficient manner and conduct themselves at all times with good faith towards the Company and shall use reasonable endeavours to promote and protect the interests and reputation of the Company and its Associated Companies, and not do anything which is harmful to them. The Executive agrees, in accordance with Regulation 5 of the 1998 Regulations, that the provisions of Regulation 4(1) do not apply to the Executive, unless the Executive gives to the Company three months' notice in writing that the Executive wishes Regulation 4(1) to apply to the Executive.
- 3.4 The Executive shall travel to such places (whether in or outside the United Kingdom) for such periods and on such occasions as the Company may from time to time require, and acknowledges that such travel may be necessary in order for the Executive to properly perform the Executive's duties under this Agreement
- 3.5 The Executive's normal place of work shall be at 1st Floor Kent House, 14-17 Market Place, London W1W 8AJ or at such other place as the Company may reasonably, and after consultation with the Executive, from time to time determine.
- 3.6 The Executive shall comply with all Group policies and procedures, which can be accessed from the Group DocuShare intranet. Such policies and procedures do not form part of this Agreement and the Company may amend them at any time. To the extent that there is any conflict between the terms of this Agreement and such policies and procedures, this Agreement shall prevail.
- 3.7 The Executive shall, subject to being appointed in accordance with the Company's Articles of Association, serve as a director of the Company, and hold office subject to the provisions of the Company's Articles of Association. Save as provided in Clause 4.5 below, nothing in this Agreement shall be taken to exclude or vary the terms of the Articles of Association as they apply to the Executive as a director of the Company, which shall prevail in the event of any conflict with the terms of this Agreement.
- 3.8 During the continuance of the Executive's employment the Executive owes a duty of loyalty and fidelity to the Company, and as such, shall:
 - (A) promptly disclose to the Company any approach (whether direct or indirect) by any entity which is made with the intention of engaging the Executive and/or any other director or employee of the Company (as an employee or otherwise) in a business which is at the time of the approach competitive with that of the Company or any Associated Company;
 - (B) promptly disclose to the Company any preparations the Executive is making whether alone or in conjunction with any other director or employee of the Company, and that the Executive is aware any other director or employee of the

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Company is making, to compete with the Company or any Associated Company;

- (C) not either on the Executive's own behalf or on behalf of another firm, company or other person solicit or endeavour to entice away from the Company or any Associated Company, or employ or procure another person to employ, any officer or employee of the Company or any Associated Company; and
- (D) promptly disclose to the Company the Executive's intention (and the intention of any other director or employee of the Company of which the Executive is aware) to resign from their employment with the Company.

3.9 During the continuance of the Executive's employment the Executive:

- (A) shall not directly or indirectly procure, accept or obtain for the Executive's own benefit (or for the benefit of any other person) any payment, rebate, discount, commission, voucher, gift, entertainment or other benefit (excluding air miles or similar vouchers from other such schemes) to or from any third party in respect of any business transacted or proposed to be transacted (whether or not by the Executive) by or on behalf of the Company or any Associated Company ("**Gratuities**");
- (B) shall observe the terms of any policy issued by the Company in relation to Gratuities; and
- (C) shall immediately disclose and account to the Company for any Gratuities received by the Executive (or by any other person on the Executive's behalf or at the Executive's instruction).

3.10 The Company takes a zero-tolerance approach to tax evasion. The Executive must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country. The Executive must immediately report to the Company any request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made. The Executive must at all times comply with the Company's anti-facilitation of tax evasion, anti-corruption and bribery policy or policies in place from time to time. Failure to do so will be treated as a disciplinary matter and may result in the immediate termination of the Executive's employment.

4. **Salary and Annual Bonus**

4.1 The Executive shall be paid in equal monthly instalments in arrears on or before the last day of the calendar month for the Executive's services during the Executive's employment a salary at the rate of £480,000 per annum (the "**Base Salary**"). The Base Salary shall be reviewed by the Board on an annual basis, but the Board is under no obligation to increase the Base Salary. No such review will take place after notice has been given by either party under Clause 2.1 above. The Base Salary shall be subject to such deductions as the Company is authorised or required by law to make (including for tax and national insurance). Where the Executive's appointment begins or ends during

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a calendar month, the salary due in respect of that month shall be a pro rata proportion of a normal month's instalment based on the number of days employment in that month.

- 4.2 The Executive may be eligible to participate in any bonus scheme as approved by the Board from time to time upon such terms and conditions, and subject to such performance criteria as the Remuneration Committee may, in its absolute discretion, determine. Any bonus award received (if any) shall be in such amount and subject to such requirements as to deferral as the Remuneration Committee, in its absolute discretion, may determine. Any bonus scheme and bonuses awarded shall be considered by the Remuneration Committee before implementation (or award) and shall be subject to shareholder approval where applicable. Any such bonus may be subject to malus and clawback provisions and the Executive acknowledges that these provisions may be applied in the circumstances and on the terms set out in the rules of the relevant bonus scheme or in any applicable policy adopted by the Board.
- 4.3 The Executive acknowledges that they have no right to receive a bonus award and that the Board is under no obligation to operate a bonus scheme and that the Executive will not acquire such a right, nor shall the Board come under such an obligation, merely by virtue of the Executive having received one or more bonus awards during the course of the Executive's employment. The Board may at any time amend the terms of any bonus payment or scheme, or withdraw the scheme in its entirety, in each case whether generally or solely in relation to the Executive.
- 4.4 The Executive shall not be entitled to receive any bonus award if, on the date on which the bonus would otherwise be paid:
- (A) the Executive is no longer an employee of the Company or is under notice of termination of employment (whether the notice is given by the Executive or the Company);
 - (B) the Executive has been suspended by the Company in accordance with Clause 15 of this Agreement, where such suspension leads to the termination of the Executive's employment (howsoever arising); or
 - (C) her employment has been terminated in accordance with Clause 18 of this Agreement.

If the Company nonetheless consents to the making of any bonus payment to the Executive in any such circumstance, it will do so only to the extent consistent with: (i) the remuneration policy that applies at the relevant time to the Company and to the Executive's remuneration; and (ii) the rules of the relevant bonus scheme.

- 4.5 The Executive shall not be entitled to any other salary or fees as an ordinary or Executive Director or employee of the Company or any Associated Company and the Executive shall, as the Company may direct, either waive the Executive's right to any such salary or fees or account for the same to the Company.
- 4.6 The Company shall be entitled at any time to deduct from any payments due to the Executive under this Agreement or any other sums due to the Executive from the

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Company or any Associated Company in respect of any over-payment of any kind made to the Executive or in respect of any sum owed by the Executive to the Company provided that it gives to the Executive prior written notice of any such proposed deduction.

5. Pension and Life Assurance

- 5.1 The Executive shall be entitled to participate in the Company's Defined Contribution Pension Scheme. Alternatively the Executive may elect to be paid a salary supplement (payable monthly in arrears at the same time as the Executive's Base Salary) of an amount equal to (as at the date of this Agreement) 10% of Base Salary (such amount being subject to reduction by notice from the Company if, and to the extent that, the rate of employer pension contribution payable to the majority of the workforce is less than 10%, in which case the percentage of Base Salary which shall be payable to the Executive shall reduce to the percentage of Base Salary that is aligned with the percentage rate of employer contribution available to the majority of the workforce) (such amounts to be paid subject to any tax deductions required by law). The Executive may elect, subject always to the approval of the Board that some or all of the salary supplement shall be paid as an employer contribution to a registered pension scheme nominated by the Executive.
- 5.2 The Executive shall be entitled to death in service benefits of five times Base Salary, subject always to the terms of the policy, to any eligibility criteria, the insurer accepting the Executive for cover under the relevant policy and at normal rates and to the Company's right, in its absolute discretion, to amend, vary or terminate such scheme.
- 5.3 There is no contracting out certificate in force in respect of the employment under this Agreement.

6. Incentive Plans

- 6.1 The Executive shall be eligible to participate in the Company's Long Term Performance Plan (or such other incentive plan or plans as the Board may determine) as approved by the Board from time to time and subject to the terms of the plan in force from time to time, and such performance criteria as the Board may, in its absolute discretion, determine.
- 6.2 Any incentive plan and incentives awarded shall be considered by the Remuneration Committee before implementation (or award) and shall be subject to shareholder approval where applicable.
- 6.3 The Executive acknowledges that they have no right to any further award or future participation in any incentive plan of the Company and that the Board is under no obligation to operate such plans and that the Executive will not be entitled to any further award or acquire such a right to participate in such plans, nor shall the Board come under such an obligation to operate such plans, merely by virtue of the Executive having received one or more awards under any such plan during the course of the Executive's employment.

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- 6.4 If the Executive's employment should terminate for any reason (including as a result of a repudiatory breach of contract by the Company) the Executive's rights to receive shares or exercise rights in relation to (or calculated by reference to) shares under any such Company incentive plan will be governed entirely by the terms of the relevant plan and the Executive will not be entitled to any further or other compensation for any loss of any right or benefit, or prospective right or benefit, under any such scheme which the Executive may have enjoyed, whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise.
- 6.5 The Executive agrees that they will adhere to the Shareholding Retention Requirements Policy as adopted by the Company's Board of Directors from time to time. These requirements relate to holdings of shares while in employment and following cessation of employment.
- 6.6 Any award or right may be subject to malus and clawback provisions and the Executive acknowledges that these provisions may be applied in the circumstances and on the terms set out in the rules of the relevant scheme or in any applicable policy adopted by the Company's Board of Directors from time to time.

7. Other benefits

- 7.1 The Executive, the Executive's spouse or civil partner and dependent children in full-time education, shall be entitled to membership of the Company's private health insurance scheme, subject to the terms of that scheme and of any related policy of insurance as in force from time to time, to any eligibility criteria, the insurer accepting the Executive and the Executive's family for cover under the relevant policy and at normal rates, and to the Company's right in its absolute discretion to amend, vary, terminate or withdraw such scheme or the provision of any benefit.
- 7.2 The Executive shall be entitled to participate in the Company's permanent health insurance scheme subject to the rules of the scheme in force from time to time and the terms of any applicable policy of insurance, to any eligibility criteria, the insurer accepting the Executive for cover under the relevant policy and at normal rates and to the Company's right in its absolute discretion to amend, vary, terminate or withdraw such schemes or the provision of any benefit.
- 7.3 The Company shall, at its expense, provide annual medical screening for the Executive.
- 7.4 The existence of the schemes and/or the provision of any benefits or rights in relation to them as provided under this Clause 7 are without prejudice to the Company's right, in its absolute discretion, to terminate the Executive's employment under this Agreement at any time in accordance with the terms of this Agreement. No liability will accrue to the Company in the event that any of the benefits are unavailable to the Executive by virtue of any conditions or restrictions imposed by the provider of the benefits. The Company shall be under no obligation to take any action to enforce the terms of or otherwise procure the provision of any benefit to the Executive.

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- 7.5 The Company will pay for the Executive to obtain independent financial advice up to an annual amount of £5,000. This is treated as a taxable benefit in kind.
- 7.6 The Company will pay for the Executive to obtain independent legal advice at the Executive's discretion in respect of the Executive's obligations relating to the Executive's being a Director of the Company and/or any Associated Company.

8. Car or Car Allowance

- 8.1 To assist the Executive in the performance of the Executive's duties under this Agreement, the Company shall provide for the Executive a motor car suitable for a person of the Executive's status and shall bear the cost of insuring, testing, taxing, repairing and maintaining the same and shall reimburse the Executive all running expenses of the car other than such expenses attributable to personal use. Such motor car and its keys shall be returned to the Company upon termination of the Executive's employment under this Agreement or upon the Executive becoming no longer legally entitled to drive.
- 8.2 Alternatively the Executive may elect to receive a car allowance of £15,450 per annum (subject to income tax and other statutory deductions as required by law). If the Executive elects to receive such car allowance the Executive shall be required to have a car available for use in the course of the Executive's employment at all times
- 8.3 The provision of a car, or car allowance, under this Clause 8 shall be subject at all times to:
- (A) the Executive being qualified to drive;
 - (B) the Executive taking good care of any car provided;
 - (C) the Executive cooperating with the Company's reasonable requirements to enable the Company to make, and a satisfactory outcome of, an annual licence check; and
 - (D) the Executive's compliance with the provisions of any regulations laid down by the Company from time to time as to the use of motor vehicles and of any policy of insurance in force from time to time.

9. Expenses

The Company shall reimburse to the Executive (against production of VAT receipts or other appropriate evidence of payment if requested, and in accordance with the Company's expenses policy in place from time to time) all reasonable travelling, hotel and other out-of-pocket expenses which are wholly, exclusively and necessarily incurred by the Executive in the execution of the Executive's duties hereunder, and which the Executive may from time to time be authorised to incur.

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10. Holidays

- 10.1 In addition to bank and other public holidays the Executive will be entitled to 30 working days' paid holiday in every calendar year to be taken at such time or times as may be approved by the Board.
- 10.2 Holidays not taken in the calendar year of entitlement will be lost, save that the Executive shall be entitled to carry forward up to 5 days' holiday each year. The carry over of any additional days shall be at the discretion of the Company.
- 10.3 Upon termination of the Executive's employment under this Agreement, the Executive will be entitled to pay in lieu of any holiday accrued but untaken as at the date of termination (to be paid at the rate of 1/240th of Base Salary for each day's holiday) subject to the Company, at its discretion, requiring the Executive to take during any notice period any holiday entitlement which has accrued by the date of the termination of the Executive's employment but which has not been taken. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave under Clause 15.
- 10.4 If upon termination the Executive has taken more holiday than the Executive's accrued holiday entitlement, the Executive will be required to reimburse the Company in respect of the excess days taken and the Executive hereby authorises the Company to make deductions in respect of the same from the Executive's final salary payment.
- 10.5 The Executive may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time:
- (A) statutory paternity leave, and the Executive may be eligible to receive Company paternity pay subject to the rules set out in the Company's paternity policy from time to time;
 - (B) statutory adoption leave, and the Executive may be eligible to receive Company adoption pay subject to the rules set out in the Company's adoption policy from time to time;
 - (C) shared parental leave, and the Executive may be eligible to receive Company shared parental pay subject to the rules set out in the Company's shared parental leave policy from time to time.

Further details of such leave and pay during such leave are available on the Group intranet. The Company may replace, amend or withdraw the relevant policy or policies on any of the above types of leave at any time.

11. Confidential Information

- 11.1 For the purposes of this Clause 11 "**Confidential Information**" means, without limitation and in relation to the Company and any Associated Company:

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- (A) trade secrets;
- (B) any inventions or improvements which the Executive may from time to time make or discover in the course of the Executive's duties;
- (C) details of suppliers, clients or customers and their services and terms of business;
- (D) prices charged to and terms of business with clients or customers;
- (E) marketing plans and sales forecasts;
- (F) any proposals relating to the future of the Company or any Associated Company or any of its or their businesses or any part thereof;
- (G) details of employees and officers and of the remuneration and other benefits paid to them;
- (H) information relating to business matters, corporate plans, management systems, finances, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, pitch lists, discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future products or service of the Company or any Associated Company, any information given to the Company or any Associated Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain; and
- (I) any other information which is notified to the Executive as confidential.

11.2 The Executive shall not, either during the Executive's employment or thereafter, knowingly or unknowingly except in the proper course of the Executive's duties (or as required by law), use, copy, divulge or disclose to any person any trade secret or any other Confidential Information concerning the business or affairs of the Company or any Associated Company, or any of their clients or customers, which may have come to the Executive's knowledge at any time during the Executive's employment by the Company or any Associated Company. The Executive shall also use reasonable endeavours to prevent the unauthorised publication or misuse of any trade secret or any other Confidential Information by any other person. This Clause will cease to apply to information which enters the public domain other than (directly or indirectly) through the fault of the Executive, unless and for so long as the Executive remains in a better position to utilise such information more readily than persons who have not been employed by the Company or any Associated Company.

11.3 Nothing in this Clause 11 shall affect the Executive's right to make a qualifying disclosure under sections 43A-L of the Employment Rights Act 1996. For the avoidance of doubt and as a non-exhaustive summary only, a disclosure is protected for these purposes if:

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- (A) the Executive has a reasonable belief that the disclosure is made in the public interest and the relevant information disclosed indicates there is, has been, or is likely to be, a criminal offence, a breach of a legal obligation, a miscarriage of justice, danger to the health and safety of an individual or damage to the environment – or that any such matter has been or is likely to be deliberately concealed; and
- (B) the disclosure is made to an appropriate body, including but not limited to a regulator or legal adviser.

12. Intellectual Property

- 12.1 The Executive shall promptly disclose to the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by the Executive at any time during the course of the Executive's employment under this Agreement which relate to, or are reasonably capable of being used in, the business of the Company or any Associated Company. The Executive acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically in the Company the Executive holds them on trust for the Company and the Executive hereby agrees to assign to the Company all of the Executive's right, title and interest in all such Inventions and works free of charge subject to the Patents Act 1977 and the Executive hereby assigns to the Company all future copyright, database rights and rights in designs in such Inventions and works. The Executive agrees, both during the employment and thereafter, promptly to execute all documents and do all acts as may in the opinion of the Company, be necessary or desirable to give effect to this Clause 12.1.
- 12.2 The Executive hereby irrevocably and unconditionally waives in favour of the Company its licensees and successors in title any and all moral rights conferred on the Executive under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Executive has or will have in any and all existing or future works referred to in Clause 12.1.
- 12.3 The Executive irrevocably appoints the Company to be the Executive's attorney in the Executive's name and on the Executive's behalf to execute documents, use the Executive's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this Clause. A certificate in writing, signed by any director or the secretary of the Company, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.
- 12.4 The Executive shall not either during the employment or thereafter (unless the same shall have become public knowledge) make public or disclose any Inventions or works embodying Intellectual Property Rights made wholly or partially by the Executive at any time during the course of the Executive's employment under this Agreement which relate to, or are reasonably capable of being used in, the business of the Company or any Associated Company, or give any information in respect of the same except to the Company or any Associated Company as the Company may direct.

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13. Competitive Activities

- 13.1 During the term of this Agreement (including the notice period) the Executive shall not (unless otherwise agreed in writing by the Company) undertake any other business or profession or be or become an employee or agent of any other firm, company or other person or assist or have any financial interest in any other business or profession and, in particular, but without prejudice to the generality of the foregoing, hold any interest, direct or indirect, in building or public works contracting (other than on behalf of the Company or any Associated Company). This excludes any Non-Executive role carried out by the Executive in accordance with Clause 13.2.
- 13.2 Without prejudice to Clause 13.1, the Executive may, subject to the written approval of the Board (such approval not to be unreasonably withheld), be entitled to act in one non-executive capacity with such company as may from time to time be approved by the Board, but the Executive shall not be entitled to act as Chairman for any company listed on the FTSE 100. Any fees paid to the Executive may be retained.
- 13.3 The Executive may, however, hold, acquire or dispose by way of bona fide investment only, shares or other securities in any other company which are quoted on a recognised Stock Exchange provided that the Executive shall not, without the written permission of the Company (such permission not to be unreasonably withheld) directly or indirectly hold or deal in shares of any other listed company (other than in a holding of 5% or less of any class of shares or other securities in such company). The Executive shall (and shall ensure that the Executive's spouse and dependent children shall) comply with all applicable laws, regulations, rules, and codes affecting dealings in securities, and such rules and policies imposed by the Company or any Associated Company from time to time.

14. Post-termination Restrictions

- 14.1 In this Clause 14 the following words and phrases shall have the following meanings:
- (i) **"Restricted Business"** means the core businesses of the Company and the Associated Companies at the Restriction Date with which the Executive was involved to a material extent at any time during the period of twelve months ending on the Restriction Date;
 - (ii) **"Restricted Partner"** means any firm, Registered Social Landlord, local authority, company or other person who, at any time during the period of twelve months ending on the Restriction Date, was a partner or joint-venture partner of the Company or any Associated Company or any public or private body with whom the Company or any Associated Company either provided joint services or worked in partnership, with, and with whom the Executive worked closely with on any project or arrangement or business concern on behalf of the Company or any Associated Company during that period;
 - (iii) **"Restricted Customer"** means any firm, company or other person who at any time during the period of twelve months ending on the Restriction Date, was a customer of or in the habit of dealing with the Company or any Associated

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Company and with whom the Executive dealt to a material extent or for whom or which the Executive was responsible on behalf of the Company or any Associated Company during that period;

- (iv) **"Restricted Employee"** means any person who, at the date of the termination of the Executive's employment, either is or was a senior employee or an employee of the Company or any Associated Company, who could materially damage the interests of the Company or any Associated Company if the Executive became employed or engaged with the Executive in any business concern in competition with the Restricted Business and with whom the Executive worked closely during the period of twelve months ending on the Restriction Date or who regularly used Confidential Information in the course of the Executive's duties or was able to influence the Company's relationships with its customers or employees;
- (v) **"Restricted Supplier"** means any firm, company or other person who at any time during the period of twelve months ending on the Restriction Date, was a provider or supplier of deals and/or deal leads and/or goods or services (other than utilities and goods or services supplied for administrative purposes) to the Company or any Associated Company and with whom the Executive dealt to a material extent during that period; and
- (vi) **"Restriction Date"** means the earlier of the date of termination of this Agreement (howsoever caused) and the start of any period of Garden Leave pursuant to Clause 15.

- 14.2 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, solicit or endeavour to entice away from the Company or any Associated Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business.
- 14.3 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, provide goods or services to or otherwise have any business dealings with any Restricted Customer in the course of any business concern which is in competition with any Restricted Business.
- 14.4 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, interfere or endeavour to interfere with the continuance of the provision of goods or services or deals or deal leads to the Company or any Associated Company by any Restricted Supplier.
- 14.5 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, in the course of any business concern which is or is intended to be in competition with any Restricted Business offer employment to or otherwise endeavour to entice away from the Company or any Associated Company any person who is a Restricted Employee at the time of the Executive's actions.

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- 14.6 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, be engaged in or concerned in any capacity in any business concern which is in competition with the Restricted Business. This Clause 14.6 shall not restrain the Executive from being engaged or concerned in any business concern in so far as the Executive's duties or work shall relate solely:
- (a) to geographical areas where the business concern is not in competition with the Restricted Business; or
 - (b) the Executive's duties or work shall relate solely to services or activities of a kind with which the Executive was not concerned to a material extent during the period of twelve months ending on the date of the Restriction Date.
- 14.7 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, solicit or endeavour to entice away from the Company or any Associated Company the business or custom of a Restricted Partner with a view to engaging such Restricted Partner on a project or arrangement or business concern in competition with any Restricted Business.
- 14.8 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, be engaged in any project or arrangement or business concern or have any business dealings with any Restricted Partner in the course of any business concern which is in competition with any Restricted Business.
- 14.9 The covenants given by the Executive in this Clause 14 are undertaken to the Company for itself and as agent for all its Associated Companies, and extend to the Executive acting not only on the Executive's own account but also on behalf of any other firm, company or other person and shall apply whether the Executive acts directly or indirectly.
- 14.10 Nothing in this Clause 14 shall prevent the Executive from holding, acquiring or disposing of any shares or securities in any company which is quoted on a recognised Stock Exchange, subject to Clause 13.3.
- 14.11 The Executive agrees that they will, at the request and expense of the Company, enter into a direct agreement or undertaking with any Associated Company whereby the Executive will accept restrictions and provisions corresponding to the restrictions and provisions in this Clause 14 (or such of them as may be appropriate in the circumstances) in relation to such activities and such area and for such a period as such Associated Company may reasonably require for the protection of its legitimate business interests.

15. Garden leave and Suspension

- 15.1 The Company shall be under no obligation to vest in or assign to the Executive any powers or duties or to provide any work for the Executive, and the Company may at any time, or from time to time during all or any period of notice (whether given by the Company or the Executive) or if the Executive purports to terminate this Agreement without service the notice period specified in Clause 2.1, or in circumstances in which it

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reasonably believes that the Executive is guilty of misconduct or in breach of this Agreement in order that the circumstances giving rise to that belief may be investigated, and to conduct any related disciplinary proceedings, suspend the Executive from the performance of some or all of the Executive's duties and/or not provide the Executive with any work and/or exclude the Executive from any premises of the Company or any Associated Company, and need not give any reason for so doing. Salary and benefits will not cease to be payable by reason only of such suspension or exclusion, except as provided in Clause 4.4(B). During any period of suspension the Executive will continue to be bound by the express and implied provisions of this Agreement and must continue at all times to conduct themselves with good faith towards the Company and not do anything that is harmful to the Company.

- 15.2 The Executive must not during any period of suspension, without the written consent of the Company;
- (a) go to any premises of the Company or any Associated Company;
 - (b) contact or deal with any employee, customer, client or supplier of the Company or any Associated Company; or
 - (c) directly or indirectly be employed by or retained by or advise or assist any other person or entity in any capacity either paid or unpaid.
- 15.3 Save when the Executive is on holiday, the Executive shall, during any period of suspension, remain available to perform any reasonable duty requested by the Company and shall co-operate generally with the Company to ensure a smooth hand over of the Executive's duties where required. Should the Executive fail to make themselves available for work having been requested by the Company to attend, the Executive shall, notwithstanding any other provision of this Agreement, forfeit the Executive's right to salary and contractual benefits in respect of such period of non-availability
- 15.4 The Company may appoint another individual to act jointly with the Executive, or to carry out the duties of the Executive, during any period that the Executive is suspended in accordance with this Clause 15, or during any other prolonged period of absence including due to sickness under Clause 17.
- 15.5 The Company may require the Executive to resign as officer or director of the Company or any Associated Company during any period of suspension under this Clause 15 and the Executive must resign as soon as reasonably practicable after any such request is made.
- 15.6 Any accrued but unused holiday entitlement shall be deemed to be taken during any period of suspension under this Clause 15.
- 15.7 The Company may appoint another individual to act jointly with the Executive in carrying out the Executive's duties or carry out the duties of the Executive during any period that the Executive is suspended pursuant to this Clause 15.

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15.8 The Executive acknowledges that the demands made by the Company in accordance with the terms of this Clause 15 shall not constitute a termination of the Executive's employment or a breach of contract of any kind whatsoever, nor shall the Executive have any claim against the Company as a consequence of being required to comply with this Clause 15.

16. Return of Property

16.1 For the purposes of this Clause 16, "**Property**" means keys, mobile phones and other handheld electronic devices, security passes, credit cards, laptops and other computer equipment, all lists of clients or customers, employee details, correspondence and all other documents, papers and records (including, without limitation, any records stored by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programmes (In whatever media), presentations, proposals or specifications or any other property of any kind of the Company or any Associated Company which may have been prepared by the Executive or have come into the Executive's possession, custody or control in the course of the Executive's employment, along with any Confidential Information.

16.2 The Executive shall promptly whenever requested by the Company and in any event upon the termination of the Executive's employment (howsoever caused) deliver up to the Company all Property of the Company or any Associated Company and the Executive shall not be entitled to and shall not retain any copies thereof. Title and copyright in all Property shall vest in the Company.

17. Sickness

17.1 Subject to the Executive's compliance with the Company's sickness absence procedures (as amended from time to time), if the Executive is absent from work due to sickness, injury or other incapacity the Executive will be entitled to such benefits as are provided under the Company's sickness benefits policy subject to its terms in force from time to time. Any remuneration paid to the Executive during any such period of sickness or incapacity shall include any sums the Company is obliged to pay to the Executive by way of statutory sick pay. The Company may reduce remuneration during sickness, injury or other incapacity by an amount equal to the benefit (excluding any lump sum benefit) which the Executive would be entitled to claim during such absence under the social security legislation for the time being in force (whether or not such benefit is claimed by the Executive), and by the amount of any insurance or other benefit to which the Executive is entitled as a result of the Executive's sickness, injury or other incapacity.

17.2 If the Executive becomes entitled to payment of benefits under the terms of the Company's permanent health insurance scheme (subject to the terms of Clause 7.2), all entitlement to salary and benefits under this Agreement shall cease during the payment of such benefit, unless otherwise agreed by the Company in writing, or until the Executive resumes the active performance of the Executive's duties.

18. Termination of Employment

18.1 If the Executive:

- (A) shall be or become incapacitated from any cause whatsoever from efficiently performing the Executive's duties hereunder for a continuous period of not less than six months; or
- (B) shall become of unsound mind or become a patient or lack capacity for any purpose of any statute (or any part thereof) relating to mental health; or
- (C) is convicted of any criminal offence which in the reasonable opinion of the Company is damaging to the reputation and standing of the Company or any Associated Company (other than a motoring offence for which no custodial sentence is given to the Executive); or
- (D) shall be or become bankrupt or have an order under Section 252 of the Insolvency Act 1986 made in respect of the Executive or if an interim receiver of the Executive's property is appointed under Section 286 of that Act; or
- (E) shall be or become prohibited by law from being a director, or resigns from the Executive's office as director without prior approval from the Board, or fails to be re-elected as a director;
- (F) shall, in the reasonable opinion of the Board, be guilty of gross misconduct (which, for the avoidance of doubt, includes any conduct which tends to bring the Company or any Associated Company into disrepute) or shall commit any fundamental or, after reasonable warning and opportunity to remedy the matter, persistent breach of any of the Executive's obligations to the Company or any Associated Company (whether under this Agreement or otherwise); or
- (G) shall, in the reasonable opinion of the Board, be grossly negligent in the performance of the Executive's duties, or
- (H) is guilty of a serious breach of the rules or regulations as amended from time to time of the UK Listing Authority, the FCA/PRA or any regulatory authorities relevant to the Company or any Associated Company or any code of practice issued by the Company (as amended from time to time); or
- (I) is in breach of the Company's anti-corruption and bribery policy and related procedures; or
- (J) shall refuse or neglect to comply with any lawful orders given to the Executive by the Company,

then the Company shall be entitled by notice in writing to the Executive to terminate forthwith the Executive's employment under this Agreement. The Executive shall have no claim against the Company by reason of such termination.

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- 18.2 Any delay or forbearance by the Company in exercising any right of termination shall not constitute a waiver of it
- 18.3 Upon termination of the Executive's employment (for whatever reason and howsoever arising) or upon or following either party having served notice of termination or upon the Company having exercised its rights under Clause 15, the Executive shall, at the request of the Company, resign from office as a director of the Company and all offices held by the Executive in any Associated Company and shall transfer to the Company without payment or as the Company may direct any qualifying shares held by the Executive as nominee for the Company, provided that such resignation shall be without prejudice to any claims which the Executive may have against the Company or any Associated Company arising out of the termination of the Executive's employment.
- 18.4 The Executive shall not, at any time after the termination of the Executive's employment, wrongfully represent themselves as being employed or connected with the Company or any Associated Company, nor make any untrue or misleading oral or written statement concerning the business and affairs of the Company or any Associated Company.
- 18.5 Upon the termination of the Executive's employment (for whatever reason and howsoever arising) the Executive shall immediately repay all outstanding debts or loans due to the Company or any Associated Company and the Company is hereby authorised to deduct from any payment of wages a sum in repayment of all or any part of such debts or loans.

19. Miscellaneous Matters

- 19.1 For the purpose of the Employment Rights Act 1996 the Executive's continuous period of employment will be the date on which the Executive's employment commenced being [1 January 2022].
- 19.2 The Company's disciplinary rules and procedures, as in force from time to time, shall apply to the Executive and can be obtained from the Group HR Director. The Company reserves the right to vary, depart from and/or leave out any or all of the stages of those rules and procedures where it considers it appropriate to do so. If the Executive is dissatisfied with any disciplinary decision or decision to dismiss the Executive or has a grievance relating to the Executive's employment the Executive should first apply in person to the Chairman. If the matter is not then settled the Executive should write to the Board setting out full details of the matter. The decision of the Board on such matter shall be final.
- 19.3 There are no collective agreements which directly affect the terms and conditions set out in this Agreement.
- 19.4 The Executive shall render all reasonable assistance to the Company or any Associated Company as reasonably required by it in resisting, answering or defending any claim, demand or action brought against it both during and after the Executive's employment. If such assistance is tendered after employment, the Company shall give the Executive reasonable notice of any such assistance required and shall pay the Executive a

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reasonable daily rate and out-of-pocket expenses associated with such assistance. Further, the Company shall not make unreasonable demands on the Executive's time in dealing with any such request.

- 19.5 The benefit of each agreement and obligation of the Executive under Clauses 11 (Confidential Information) and 14 (Post-Termination Restrictions) of this Agreement may be assigned to and enforced by all successors and assigns for the time being of the Company and such agreements and obligations shall operate and remain binding notwithstanding the termination of this Agreement. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 19.6 Any variations to the terms of this Agreement must be made in writing and signed by both parties.
- 19.7 The Executive acknowledges and warrants that this Agreement shall be in substitution for any previous agreements or service agreements, and that there are no agreements or arrangements whether written, oral or implied between the Company or any Associated Company and the Executive relating to the employment of the Executive other than those expressly set out in this Agreement or those rights of the Executive under any incentive plan of any form arising out of the Executive's employment prior to the commencement of this Agreement and that the Executive is not entering into this Agreement in reliance on any representation not expressly set out herein.
- 19.8 The Company is entering into this Agreement for itself and as agent for all its Associated Companies and their directors, officers and employees, and is duly authorised on their behalf.

20. Data Protection and Communications

- 20.1 During the employment, the Executive will have access to and process, or authorise the processing of, personal data (as defined in the EU General Data Protection Regulation 5419/16 and/or the Data Protection Act 2018 (together, the "**Data Protection Laws**")) held and controlled by the Company or any Associated Company and relating to the Company's or any Associated Company's employees, customers and other individuals. The Executive agrees to comply with the terms of the Data Protection Laws, and the Company's data protection policies issued from time to time, in relation to such data.
- 20.2 The Company and any Associated Company and its or their employees and agents may from time to time hold, process and disclose the Executive's personal data in accordance with the terms of the Company's privacy notice, data protection policy and/or employee handbook in force from time to time. The current versions of the applicable policies are available from the Group HR Director.
- 20.3 All communications made or received by the Executive using any Company property, servers or facilities (and any electronic mails sent to and from any electronic mail address assigned to the Executive by the Company) shall remain the property of the Company and shall be made or treated in accordance with the Company's policies in

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force from time to time. The Company will in certain circumstances intercept, monitor and deal with communications made and received by the Executive using the Company's property, or which pass through servers or networks owned, administered or otherwise lawfully controlled by the Company (including personal correspondence) in accordance with the Company's employee monitoring policy and/or privacy policy in force from time to time.

21. Training

- 21.1 During the employment, the Executive will be provided with a suite of role-related training from time to time. As at the date of this Agreement it is expected that:
- (A) the Executive must complete the training set out in Part A of the Schedule to this Agreement, which will be paid for by the Company.
 - (B) unless otherwise specified in Part B of the Schedule to this Agreement, the Executive is not required to complete any training at the Executive's own expense.
 - (C) the Executive is entitled to take part in various training courses which the Company may provide from time to time in-house. Specific details of what courses might be available can be found on the Group's LMS, MyLearning. The Executive should speak to the Group HR Director in the first instances if the Executive would like to take a course.

22. Notices

- 22.1 Any notice given under this Agreement may be given personally to the Executive or may be posted to Executive either at the Executive's address given above, or the Executive's last known address, or to the Secretary of the Company at the Company's registered 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, and any such notice given personally to the Executive shall be deemed served immediately.

23. Counterparts

- 23.1 This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 23.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.
- 23.3 This Agreement may be executed by faxed or emailed copies.

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24. Governing law and jurisdiction

24.1 This Agreement shall be governed by and construed under English law and each of the parties hereby irrevocably agrees for the exclusive benefit of the Company that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

IN WITNESS of which this document has been signed and delivered as a deed on the date

SIGNED as a Deed by

Director

For and on behalf of

BARRATT DEVELOPMENTS PLC:-

Director/Company Secretary

SIGNED by the Executive)

In the presence of:-)

Witness

Name & Address

SCHEDULE

Training

Part A

All legal and mandatory new starter training as advised by Group HR via MyLearning.

Part B

Intentionally blank