



NORTHERN LEAF LIMITED

- and -

TOBIAS ANGUS GILES MATTHEWS

DIRECTOR SERVICE CONTRACT

THIS CONTRACT is made the 5 day of September 2022

BETWEEN:

- (1) **NORTHERN LEAF LIMITED**, a company registered in the Island of Jersey with company number 128967 whose registered office is at 9 Bond Street, St Helier, Jersey, JE2 3NP (hereinafter referred to as “we”, “us” or the “Company”); and
- (2) **TOBIAS ANGUS GILES MATHEWS** [REDACTED] (hereinafter referred to as “you” or the “Director”).

IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“the Board”	means the board of directors of the Company for the time being;
“the Commencement Date”	means the date of this Contract;
“Contract”	means this service contract;
“the Group”	means the Company and any other company (wherever incorporated) which, at the relevant time, is a holding company or a subsidiary (other than the Company) of a holding company of the Company, and “member of the Group” shall be construed accordingly;
“Termination Date”	means the date on which the engagement of the Director terminates, whenever it arises; and
“Working Day”	means a weekday other than Saturdays, Sundays and public holidays in the United Kingdom.

- 1.1 Any reference to a statutory provision is a reference to that provision as for the time being re-enacted, amended, modified or extended.
- 1.2 The headings in this Contract are for convenience only and shall not affect its interpretation.
- 1.3 This Contract includes the particulars which the Company is required to provide in accordance with the Employment (Jersey) Law 2003 as amended or re-enacted at the relevant time.

2. Appointment of the Director

- 2.1 The Company will engage the Director and the Director will serve the Company as a director.
- 2.2 The Director is required to comply with the Company’s rules, regulations and policies from time to time in force.
- 2.3 The engagement of the Director under this Contract shall begin on the Commencement Date and shall (subject as hereinafter provided) continue for one year from that date (the “Initial Period”) and thereafter until terminated in accordance with the provisions of this Contract.

- 2.4 In accepting his appointment, it shall be deemed that the Director has accepted all the terms and conditions set out in this Contract.

3. Duties of the Director

- 3.1 In the capacity specified in Sub-clause 2.1 the Director shall during the continuance of this Contract:
- 3.1.1 faithfully and diligently exercise and carry out all such powers and duties in relation to the Company and the Group and its business and the respective businesses of the members of the Group, as may from time to time be conferred on him or vested in him by the Board;
 - 3.1.2 at the request of the Board serve as director of the Company and any member of the Group and except with the consent of the Board not resign from office as such director;
 - 3.1.3 obey all lawful and reasonable directions of the Board;
 - 3.1.4 use his best endeavours to promote the interests of the Company or any member of the Group;
 - 3.1.5 keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company or any member of the Group and provide such explanations as the Board may require;
 - 3.1.6 not at any time make any untrue or misleading statement relating to the Company or any member of the Group;
 - 3.1.7 in pursuance of his duties hereunder perform such services for members of the Group other than the Company as the Board may from time to time reasonably require; and
 - 3.1.8 undertake such travel both within the United Kingdom and abroad as may be reasonably necessary for the proper performance of his duties.
- 3.2 The Director shall not at any time during the continuance of this Contract do anything which may in the reasonable opinion of the Board bring the Company or any member of the Group into disrepute or harm the goodwill or the reputation of the Company or any member of the Group.

4. Remuneration and Expenses

- 4.1 During the continuance of this Contract the Company shall pay to the Director a fee for his services hereunder the sum of £4,000.00 (Four Thousand Pounds) per calendar month as from the Commencement Date.
- 4.2 The Director's fee under sub-clause 4.1 above shall be payable monthly in arrears upon receipt of a valid invoice from the Director.
- 4.3 The Company shall reimburse the Director for all reasonable travelling, hotel and other out of pocket expenses which he may properly incur in carrying out his duties, other than the Director's expenses of travelling between his normal place of residence and the place at which he normally carries out his duties. The Director shall produce to the Company receipts for such expenses or other reasonable and proper evidence thereof to the satisfaction of the Board.
- 4.4 The Company shall be entitled at any time during the Director's engagement, or in any event on termination, deduct from the Director's remuneration or expenses any monies due to the Company.
- 4.5 The Company shall be entitled to perform any of its obligations under this Clause 4 either by itself or through any other member of the Group.

- 4.6 The Director shall, in addition to the fee payable pursuant to clause 4.1, be entitled to charge for specific legal consultancy services rendered by the Director through his company, Lateral 4T Limited. Any specific legal consultancy services that are to be rendered by the Director shall be subject to prior agreement with the Chief Executive Officer and shall be charged at the rate of £250 per hour. A separate engagement letter shall be entered into with respect to each element of specific legal consultancy services and payable upon presentation of an invoice in respect thereof.

5. Time Commitment

- 5.1 The Company anticipates a time commitment of not less than 4 days per month, but you are aware that the nature of the role makes it impossible to be specific about the time commitment. This will include attendance at regular and emergency Board meetings and the AGM. You may also be required to attend regular meetings of any sub-group of which you become a member. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.
- 5.2 By accepting the Appointment, you confirm that you are able to allocate sufficient time to perform your role.

6. Confidentiality

- 6.1 The Director shall:
- 6.1.1 at all times refrain from disclosing to any person any trade secret, or any information concerning the organisation, business, affairs, finances or transactions of the Company or any member of the Group which is of a confidential nature which may come to his knowledge during his engagement hereunder (except where such disclosure is made in the proper performance of his duties or, properly authorised by the Board or in compliance with the order of a court of competent jurisdiction);
 - 6.1.2 during the continuance of this Contract use all reasonable endeavours to prevent the disclosure of any such trade secrets and confidential information;
 - 6.1.3 keep with complete secrecy all such trade secrets and confidential information entrusted to him; and
 - 6.1.4 not use or attempt to use any such trade secrets or confidential information in any manner which is not in the proper performance of his duties hereunder or which may injure or cause loss either directly or indirectly to the Company or its business or may be likely so to do.
- 6.2 The Director shall not during the continuance of this Contract make, otherwise than for the benefit of the Company, any notes or memoranda, or by any other means of data storage, assemble or prepare data or information relating to any matter within the scope of business of the Company or any member of the Group or concerning any of the Company or any member of the Group's dealings or affairs.
- 6.3 The Director shall not either during the continuance of this Contract or after its termination use or permit to be used any notes, memoranda, data or information otherwise than for the benefit of the Company, it being the intention of the parties that all such notes, memoranda, data and information made, assembled or prepared by the Director shall be the property of the Company and that the same shall be surrendered or delivered to the Company upon the termination of the Director's engagement hereunder.

7. Intellectual Property

7.1 In this Clause:

“Design”	means any design which is registrable under the Registered Designs (Jersey) Law 1957 or in respect of which design rights subsist under the Patents (Jersey) Law 1957;
“Drawing”	means any drawing, picture, photograph, plan or sketch in any form;
“Invention”	means any invention whether patentable or not under the Patents (Jersey) Law 1957 or by virtue of any international convention or treaty, together with the right to apply in any part of the world for appropriate protection therefor;
“Know-how”	means any method, technique, discovery, secret process or the like not amounting to an Invention, and any associated data or technical information;
“Records”	means any samples, models, documents, notebooks or other records in any form, including data stored in a computer or otherwise; and
“Software”	means any computer programs, including preparatory design material therefor, any documentation relating thereto, and any media containing or recording any part of any of the foregoing items.

7.2 Inventions and any Know-how which are made, obtained, acquired, produced or found by the Director during the course of his engagement shall, subject to the provisions of the Patents (Jersey) Law 1957, belong exclusively to the Company, and the Director shall upon making, obtaining, acquiring, producing or finding such Invention or Know-how forthwith disclose the same to the Company or as it may direct.

7.3 The Company and the Director shall each keep confidential any Invention which is disclosed to the Company by the Director until its ownership has been determined. If the Invention belongs to the Director the Company shall thereafter continue to keep it confidential, but shall have 90 days from the date of its disclosure to the Company to consider whether to make an offer for it, during which time the Director, shall not disclose, license or assign the Invention to any other person. If the Invention belongs to the Company, the Director shall thereafter continue to keep it confidential until it is published by or with the consent of the Company.

7.4 The signature by the Director, as inventor, of any assent which may be required for, or which forms part of, any application for protection of any Invention which belongs to or is acquired by the Company, shall operate as a binding acknowledgement by the Director that, insofar as the subject of that application is not already vested in the Company by operation of law, it is one in respect of which the right to apply for protection, the right to claim priority for that application under any treaty, convention or otherwise and the beneficial interest in any protection that may be obtained, is vested in the Company.

7.5 All Designs, Drawings, Records and Software which are made by the Director in the course of his engagement shall belong exclusively to the Company, together with any copyright or design rights therein (whether registrable or unregistrable); the right to apply throughout the world for appropriate protection therefor, whether by virtue of any treaty, convention or otherwise; and all other rights of a like nature therein which are conferred under the laws of the United Kingdom and all other countries of the world, for the full term thereof and any renewals or extensions thereof.

- 7.6 In respect of any Invention made by the Director which belongs to or is acquired by the Company and any Design made by the Director in the course of his engagement, the Director shall, if and when required to do so by the Company, at any time both during the period of or after the termination of his engagement by the Company, and at the Company's expense but for no further consideration:
- 7.6.1 furnish any description, drawing, specification or other information which the Company may require in relation to such Invention or Design;
 - 7.6.2 apply for or join in applying for a patent, registered design or such other protection as the Company may require in relation to such Invention or Design; and
 - 7.6.3 execute all such documents and do all such acts and things as the Company may reasonably require to obtain such patent, registered design or other protection and to vest the same and all rights therein and the title thereto absolutely in the Company or in such persons as the Company may direct and to maintain such patent, registered design or other protection in force or to extend the term thereof.
- 7.7 The Director shall forthwith deliver up to the Company all Designs, Drawings, Records and Software which are made by the Director in the course of his engagement:
- 7.7.1 on request by the Company at any time during the period of his engagement; and
 - 7.7.2 on the termination of his engagement.
- 7.8 The provisions of this Clause 7 shall continue to apply after termination of this Contract without limit in point of time.

8. Termination

- 8.1 The engagement of the Director shall terminate automatically without breach by either party when:
- 8.1.1 the Director ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; or
 - 8.1.2 the Director resigns from office.
- 8.2 The Company may (without prejudice to and in addition to any other remedy) forthwith terminate this Contract without prior notice to the Director or payment in lieu thereof if the Director:
- 8.2.1 is being treated by a registered medical practitioner who gives a written opinion to the company stating that the Director has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 8.2.2 is subject to a court order by reason of his mental health, which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have;
 - 8.2.3 has a bankruptcy order made against him;
 - 8.2.4 makes a composition with his creditors generally in satisfaction of his debts;
 - 8.2.5 is convicted of any criminal offence (other than an offence under the Road Traffic Acts for which a penalty of imprisonment is not imposed or an offence which in the reasonable opinion of the Board does not affect his office hereunder or bring the Company into disrepute); or
 - 8.2.6 is guilty of dishonesty or gross misconduct during the course of his engagement or if he conducts himself outside the course of his engagement in such a manner that in the

reasonable opinion of the Board the interests of the Company or any member of the Group might be prejudiced.

- 8.3 Upon termination of this Contract under Sub-clause 8.2 the Director shall be paid his monthly fee accrued to the date of termination, but he shall not be entitled to any other payment or compensation whatsoever in respect of such termination.
- 8.4 The Director's engagement may be terminated by:-
 - a) the Company giving to the Director not less than 3 months' written notice; or
 - b) the Director giving to the Company not less than 3 months' written notice expiring on or at any time after the end of the Initial Period.
- 8.5 The Company reserves the right to pay compensation in lieu of any notice of termination (subject to a duty on the Director to mitigate his loss) which it or the Director are required to give. Where the Director has received pay in lieu of notice, the Director will not be entitled to any additional compensation in respect of any holiday which would otherwise have accrued during the notice period.

9. Consequences of Termination

- 9.1 Upon the termination of the engagement of the Director under this Contract for whatever reason the Director shall upon the request of the Company resign without claim for compensation from office as a director of the Company and any other member of the Group and from all offices held by him in any such company and in the event of his failure to do so the Company is hereby irrevocably authorised to appoint some person in his name and on his behalf to execute any documents and to do all things requisite to give effect thereto. Any resignation pursuant to this sub-clause shall be without prejudice to any claim for breach of this Contract but the Director shall not be entitled to any damages or compensation by reason of the termination of his appointment as director of the Company and/or any other member of the Group following on termination of this Contract.
- 9.2 The Director shall not at any time after the termination of his engagement hereunder, howsoever caused, represent himself as being in any way connected with or interested in the business of the Company or any member of the Group.

10. Competition

- 10.1 For the purposes of this Clause 10:

"Company"	includes any member of the Group;
"Restricted Period"	shall mean the period of 6 months commencing on the Termination Date;
"Specified Area"	means the Island of Jersey;
"Specified Business"	means the cultivation, production and supply of medicinal cannabis and association commercial processes under a licence issued to Northern Leaf by the Jersey Minister for Health and Social Services pursuant to the Misuse of Drugs (Jersey) Law 1978 and such other related businesses as the Board may reasonably decide from time to time;

“Specified Capacity”

means each of the following capacities:

- a) as principal whether solely or jointly with any other person;
- b) as partner with any other person;
- c) as agent for any other person;
- d) as trustee for any other person;
- e) as an employee of any other person;
- f) as a consultant or adviser to any other person; or
- g) as an officer of any company;

10.2 The Director shall not, directly or indirectly, during the Restricted Period within the Specified Area in any Specified Capacity:

10.2.1 solicit or endeavour to solicit from any person who shall have been a client or customer or potential customer of the Company during the 12 months preceding such termination any business falling within the definition of “Specified Business” set out in Sub-clause 10.1;

10.2.2 attempt to induce any person to leave the employment of the Company or to cease to provide his services to the Company;

10.2.3 employ or obtain the services of any person who within six months prior to the termination of the Director’s engagement hereunder was an officer employee or consultant of the Company;

10.3 The restrictions in Sub-clause 10.2 are considered by the parties to be reasonable in all the circumstances, but if any such restriction shall be held by any court to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company the said restrictions shall apply with such modifications as may be necessary to render them valid and effective.

10.4 Each of the obligations contained in Sub-clause 10.2 shall be taken as separate and several obligations.

11. Notices

Any notice to be given under this Contract may be served by prepaid registered letter sent through the post addressed, in the case of a notice to be given to the Director, to him at his last known place of residence and, in the case of a notice to be given to the Company, to it as its registered office for the time being; and any notice so served shall be deemed to have been served 48 hours after it was posted and proof that the notice was properly addressed, prepaid and posted shall be sufficient evidence of service.

12. Data Protection

You agree to the Company holding and processing, both electronically and manually, personal data about you (including sensitive personal data as defined in the Data Protection Act 1998) for the operations, management, security or administration of the Company and for the purpose of complying with applicable laws, regulations and procedures.

13. **Governing Law**

This Contract shall be interpreted and enforced in accordance with the laws of the Island of Jersey and the parties hereto submit to the non-exclusive jurisdiction of the Royal Court of the Island of Jersey.

14. **Severability**

The various Clauses and Sub-clauses of this Contract and attached Schedule are severable, and if any provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts.

15. **Supplemental**

The provisions of the Schedule hereto shall have effect for the purposes of the Employment (Jersey) Law 2003.

THE SCHEDULE

1. The Company's Disciplinary Policy and Procedures, contained in the Company Handbook, are applicable to the Director and a copy has been supplied to the Director. The Board is entitled to amend such disciplinary rules from time to time as it thinks fit.
2. The Company's Grievance Procedure and Policy is contained in the Company Handbook. This policy does not form part of the Director's terms and conditions of engagement.
3. The Director may appeal against any disciplinary action or any grievance matters that have not been resolved to their satisfaction. Any decisions made by the Board or a committee of the board at the appeal meeting shall be final and binding.

IN WITNESS WHEREOF this Contract has been duly executed the day and year first above written.

EXECUTED as a **DEED** by

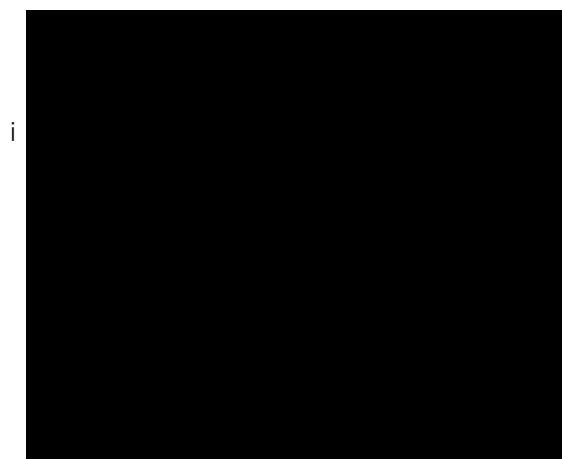
NORTHERN LEAF LIMITED

acting by Don Perrott, Chief Executive Officer:



EXECUTED as a **DEED** by

TOBIAS ANGUS GILES MATHEWS



THE SCHEDULE

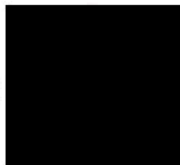
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EXECUTED as a DEED by

NORTHERN LEAF LIMITED

acting by Don Perrott, Chief Executive Officer:



EXECUTED as a DEED by

TOBIAS ANGUS GILES MATH

in the presence of:

