

DATED 26TH JULY, 2017

REAL GOOD FOOD PLC

and

HARVEEN RAI

SERVICE AGREEMENT

Contents

1. Interpretation	3
2. Term of Appointment	5
3. Executive Warranties	5
4. Duties	5
5. Place of Work	7
6. Hours of Work	7
7. Salary	7
8. Expenses	7
9. Bonus	8
10. Permanent Health Insurance	8
11. Life Assurance	8
12. Private Medical Insurance	9
13. [Directors' and Officers' Insurance	9
14. Car Allowance	9
15. Holidays	10
16. Incapacity	10
17. Outside Interests	11
18. Confidential Information	11
19. Intellectual Property	12
20. Ceasing to be a Director	13
21. Payment in Lieu of Notice	14
22. Termination Without Notice	14
23. Garden Leave	15
24. Obligations Upon Termination	16
25. Post-termination Restrictions	17
26. Disciplinary and Grievance Procedures	18
27. Pensions	19
28. Data Protection	19
29. Collective Agreement	19
30. Reconstruction and Amalgamation	20
31. Notice	20
32. Entire Agreement	20
33. Variation	21
34. Counterparts	21
35. Third Party Rights	21
36. Governing Law	21
37. Jurisdiction	21

This deed is dated 26th July 2017

BETWEEN:

- (1) **Real Good Food Plc** incorporated and registered in England and Wales with company number 04666282 whose registered office is at International House, 1 St. Katharine's Way, London, E1W 1XB (**Company**); and
- (2) **Harveen Rai of 51 Ormond Drive, Hampton, TW12 2TP (Executive) .**

IT IS AGREED THAT:

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this deed.

Appointment	the employment of the Executive by the Company on the terms of this deed;
Associated Employer	has the meaning given to it in the Employment Rights Act 1996;
Board	the board of directors of the Company (including any committee of the board duly appointed by it);
Capacity	as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity;
Commencement Date	14 th August 2017
Confidential Information	information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or of any Group Company or any of their suppliers, clients, customers, agents, distributors, shareholders or management, including (but not limited to) product specifications, business plans, pricing information and other material or data that the Executive creates, develops, receives or obtains in connection with the Appointment, whether or not such information (if in anything other than oral form) is marked confidential;
Copies	copies or records of any Confidential Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information;
Executive's family	spouse or civil partner of the Executive and children under the age of 21;
Employment IPRs	Intellectual Property Rights created by the Executive in the course of his employment with the Company (whether or not during working

	hours or using the premises or resources of the Company);
Employment Inventions	any Invention which is made wholly or partially by the Executive at any time during the course of his employment with the Company (whether or not during working hours or using premises or resources or the Company, and whether or not recorded in material form);
FCA	the Financial Conduct Authority and its successors;
Garden Leave	any period during which the Company has exercised its rights under clause 23;
Group Company	the Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time;
Incapacity	any sickness, injury or other medical disorder or condition which prevents the Executive from carrying out his duties;
Intellectual Property Rights	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) and any other intellectual property rights, 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;
Invention	any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium;
Restricted Business	those parts of the business of the Company and any Group Company with which the Executive was involved to a material extent in the 12 month(s) before Termination;
Restricted Customer	any firm, company or person who, during the 12 month(s) before Termination, was a customer or prospective customer of or was in the habit of dealing with the Company or any Group Company with whom the Executive had contact or about whom he became aware or informed in the course of his employment;
Restricted Person	anyone employed or engaged by the Company or any Group Company at the level of Senior Manager or above and with whom the Executive dealt with in the 12 months before Termination in the course of his employment;
Staff Handbook	the staff handbook of the Company as amended from time to time;
Subsidiary and Holding Company	in relation to a company mean a "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee;

Termination the termination of the Executive's employment with the Company howsoever caused;

UK Listing Authority the FCA (or its successor) in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. Term of Appointment

2.1 The Appointment shall be deemed to have commenced on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party giving the other not less than six months' prior notice in writing, following satisfactory completion of six months' probationary period. During the probationary period, notice of one month by either party will apply. The Executive's continuous employment began on the 14th August 2017.

2.2 No employment with a previous employer will count towards the period of continuous employment that the Executive has with the Company.

2.3 The Executive consents to the transfer of his employment under this deed to an Associated Employer at any time during the Appointment.

3. Executive Warranties

3.1 The Executive represents and warrants to the Company that, by entering into this deed or performing any of his obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him.

3.2 The Executive warrants that he is entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if he ceases to be so entitled during the Appointment.

3.3 The Executive warrants that he is not subject to any restrictions which prevent him from holding office as a director.

4. Duties

4.1 The Executive shall serve the Company as Group Finance Director, or such other role as the Company considers appropriate.

4.2 During the Appointment the Executive shall:

4.2.1 act as a director of the Company and carry out duties on behalf of any other Group Company including, if so required by the Board, acting as an officer or consultant of any such Group Company;

- 4.2.2 comply with the articles of association (as amended from time to time) of any Group Company of which he is a director;
 - 4.2.3 abide by any statutory, fiduciary or common-law duties to any Group Company of which he is a director;
 - 4.2.4 not do anything that would cause him to be disqualified from acting as a director;
 - 4.2.5 do such things as are necessary to ensure compliance by himself and any relevant Group Company with the UK Corporate Governance Code (as amended from time to time);
 - 4.2.6 comply with all requirements, recommendations or regulations, as amended from time to time, of the UK Listing Authority, the FCA and all regulatory authorities relevant to any Group Company and any code of practice issued by the Company (as amended from time to time) relating to dealing in the securities of any Group Company;
 - 4.2.7 comply with the requirements under both legislation and regulation as to the disclosure of inside information;
 - 4.2.8 comply with the anti-corruption and bribery policy and related procedures of the Company;
 - 4.2.9 unless prevented by Incapacity, devote the whole of his time, attention and abilities to the business of the Company and any Group Company of which he is an officer or consultant;
 - 4.2.10 faithfully and diligently exercise such powers and perform such duties as may from time to time be assigned to him by the Company together with such person or persons as the Company may appoint to act jointly with him;
 - 4.2.11 comply with all reasonable and lawful directions given to him by the Company;
 - 4.2.12 promptly make such reports to the PLC Board of Directors in connection with the affairs of the Company on such matters and at such times as are reasonably required;
 - 4.2.13 report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of any Group Company to the Executive Chairman immediately on becoming aware of it;
 - 4.2.14 use his best endeavours to promote, protect, develop and extend the business of the Company;
 - 4.2.15 consent to the Company monitoring and recording any use that he makes of any electronic communications systems the Company has for the purpose of ensuring that any rules the Company has are being complied with and for legitimate business purposes; and
 - 4.2.16 comply with any electronic communication systems policy that the Company may issue from time to time.
- 4.3 The Executive shall comply with any rules, policies and procedures set out in the Staff Handbook a copy of which has been given to the Executive. The Staff Handbook does not form part of this deed and the Company may amend it at any time. To the extent that there is any conflict between the terms of this deed and the Staff Handbook, this deed shall prevail.

- 4.4 All documents, manuals, hardware and software provided for the use of the Executive by the Company, and any data or documents (including copies) produced, maintained or stored on the computer systems of the Company or other electronic equipment (including mobile phones), remain the property of the Company.

5. Place of Work

- 5.1 The normal place of work of the Executive is the Company's head office in London or such other place within such other places within reasonable travelling distance of the Executive's home which the Company may reasonably require for the proper performance and exercise of his duties.
- 5.2 The Executive agrees to travel on any business of any Group Company (both within the United Kingdom or abroad) as may be required for the proper performance of his duties under the Appointment.
- 5.3 During the Appointment the Executive shall not be required to work outside the United Kingdom for any continuous period of more than one month.

6. Hours of Work

- 6.1 The Executive's position is a senior management and board role within the Company. There are no normal hours of work and as such the Executive will be expected to work such hours as are necessary for the proper performance of his duties. The Executive acknowledges that he shall not receive further remuneration in respect of such additional hours.
- 6.2 The parties each agree that the nature of the position of the Executive is such that his working time cannot be measured and, accordingly, that the Appointment falls within the scope of regulation 20 of the Working Time Regulations 1998.

7. Salary

- 7.1 The Executive shall be paid an initial salary of £150,000 per annum (inclusive of any fees due to the Executive by any Group Company as an officer of any Group Company).
- 7.2 The salary paid to the Executive shall accrue from day to day and be payable monthly in arrears on or about the 21st of each month directly into his bank or building society.
- 7.3 The salary paid to the Executive shall be reviewed by the Remuneration Committee annually, the first such review to take place in April 2018. The Company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.
- 7.4 The Company may deduct from the salary, or any other sums owed to the Executive, any money owed to any Group Company by the Executive.

8. Expenses

- 8.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Executive in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.
- 8.2 The Executive shall abide by the policies of the Company on expenses as communicated to him from time to time.

9. Bonus

- 9.1 The Company may in its absolute discretion pay the Executive a bonus of such amount, at such intervals and subject to such conditions as the Company may in its absolute discretion determine from time to time.
- 9.2 Any bonus payment to the Executive shall be purely discretionary and shall not form part of the contractual remuneration of the Executive under this deed. If the Company makes a bonus payment to the Executive, it shall not be obliged to make subsequent bonus payments.
- 9.3 Any bonus payment shall not be pensionable.

10. Permanent Health Insurance

- 10.1 The Executive shall be entitled to participate in the permanent health insurance scheme of the Company at the expense of the Company, subject to:
- 10.1.1 the terms of the scheme of the Company, as amended from time to time;
- 10.1.2 the rules or insurance policy of the relevant insurance provider, as amended from time to time; and
- 10.1.3 the Executive satisfying the normal underwriting requirements of the relevant insurance provider of the scheme of the Company and the premium being at a rate which the Company considers reasonable,

Full details of the scheme are available from the Group HR Director.

- 10.2 The Company shall only be obliged to make payments to the Executive under the scheme if it has received payment from the insurance provider for that purpose.
- 10.3 The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend the scheme (including the level of the cover of the Executive) at any time on reasonable notice to the Executive.
- 10.4 If the insurance provider refuses for any reason to provide permanent health insurance benefit to the Executive, the Company shall not be liable to provide to the Executive any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit.
- 10.5 If the Executive is receiving benefits under the permanent health insurance scheme of the Company:
- 10.5.1 the Company shall be entitled to appoint a successor to the Executive to perform all or any of the duties required of the Executive under the terms of the Appointment and the duties of the Executive shall be amended accordingly.

11. Life Assurance

- 11.1 The Executive shall be entitled to participate in the life assurance scheme of the Company. Participation is subject to:
- 11.1.1 the terms of that scheme, as amended from time to time;
- 11.1.2 the rules or the insurance policy of the relevant insurance provider, as amended from time to time; and

- 11.1.3 the Executive satisfying the normal underwriting requirements of the relevant insurance provider of the scheme and the premium being at a rate which the Company considers reasonable,

Full details of the scheme are available from Group HR Director.

- 11.2 If the insurance provider refuses for any reason to provide life assurance benefit to the Executive, the Company shall not be liable to provide to the Executive any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit.
- 11.3 The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend the scheme (including the level of cover provided to the Executive) at any time on reasonable notice to the Executive.

12. Private Medical Insurance

- 12.1 The Executive shall be entitled to participate in the private medical insurance scheme of the Company subject to:

- 12.1.1 the terms of that scheme, as amended from time to time;
- 12.1.2 the rules or the insurance policy of the relevant insurance provider, as amended from time to time; and
- 12.1.3 the Executive satisfying the normal underwriting requirements of the relevant insurance provider and the premium being at a rate which the Company considers reasonable.

Full details of the scheme are available from Group HR Director.

- 12.2 If the insurance provider refuses for any reason to provide private medical insurance benefit to the Executive the Company shall not be liable to provide to the Executive any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit.
- 12.3 The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend the scheme (including the level of cover provided to the Executive) at any time on reasonable notice to the Executive.

13. Directors' and Officers' Insurance

During the Appointment and for six years following Termination the Executive shall be entitled to be covered by a policy of directors' and officers' liability insurance on terms no less favourable than those in place from time to time for other members of the Board. A copy of the policy is available from the Group HR Director.

14. Car Allowance

- 14.1 Provided that the Executive holds a current full driving licence, the Executive shall receive a car allowance for use of his own car of £11,000 per annum which shall be payable together with and in the same manner as the salary in accordance with clause 7.1. The car allowance shall not be treated as part of the basic salary for any purpose and shall not be pensionable.
- 14.2 The Company shall reimburse the Executive in respect of fuel costs for business miles at a business mileage rate set by the Company.
- 14.3 The Executive shall immediately inform the Company if he is disqualified from driving and shall cease to be entitled to receive the allowance under clause 14.1.

15. Holidays

- 15.1 The Company's holiday year runs between 1 April and 31 March. If the Appointment commences or terminates part way through a holiday year, the Executive's entitlement during that holiday year shall be calculated on a pro-rata basis.
- 15.2 The Executive shall be entitled to 27 days' paid holiday in each holiday year which shall include the usual public holidays in England and Wales or days in lieu where the Company requires the Executive to work on a public holiday.
- 15.3 Holiday shall be taken at such time or times as shall be approved in advance by the PLC Board. The Executive shall not without the consent of the PLC Board carry forward any accrued but untaken holiday entitlement to a subsequent holiday year unless the Executive has been prevented from taking it in the relevant holiday year by a period of sickness absence. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.
- 15.4 The Executive shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of the Appointment. Subject to clause 15.5 the amount of such payment in lieu shall be 1/260th of the Executive's salary for each untaken day of the entitlement.
- 15.5 If the Company has terminated or would be entitled to terminate the Appointment under clause 21 or if the Executive has terminated the Appointment in breach of this agreement any payment due under clause 15.4 shall be limited to the Executive's statutory entitlement under the Working Time Regulations 1998 (SI 1998/1833) and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
- 15.6 If on termination of the Appointment the Executive has taken in excess of his accrued holiday entitlement, the Company shall be entitled to recover from the Executive by way of deduction from any payments due to the Executive or otherwise one day's pay for each excess day calculated at 1/260th of the Executive's salary.
- 15.7 If either party has served notice to terminate the Appointment, the Company may require the Executive to take any accrued but unused holiday entitlement during the notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave under clause 23.

16. Incapacity

- 16.1 If the Executive is absent from work due to Incapacity, the Executive shall notify the Group HR Director of the reason for the absence as soon as possible but no later than 10am on the first day of absence.
- 16.2 The Executive shall certify his absence.
- 16.3 Subject to his compliance with this deed and subject to clause 16.4, the Executive shall be entitled to receive his full salary and contractual benefits during any periods of sickness absence up to a maximum of 26 weeks in any 52-week period. Those payments shall be inclusive of any SSP due.
- 16.4 If the Executive has been on long term sick leave continuously for more than a year he will not qualify for sick pay again until he has returned to work for a total of [13] weeks.

- 16.5 Pension contributions will continue as normal while the Executive is paid at the full rate in accordance with clause 16.3. If the Executive's pay during any period of Incapacity is reduced or the Executive is paid SSP only, the level of contributions in respect of his membership of the Company's Group Personal Pension Scheme may continue, subject to the relevant pension scheme rules in force at the time of his absence.
- 16.6 The Executive agrees to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company should the Company so require. The Executive agrees that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.
- 16.7 If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Executive shall immediately notify the Board of that fact and of any claim, settlement or judgment made or awarded in connection with it and the all relevant particulars that the Board may reasonably require. The Executive shall if required by the Company, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by him relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by him in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Executive by the Company in respect of the period of Incapacity.
- 16.8 The rights of the Company to terminate the Appointment under the terms of this deed apply even when such termination would or might cause the Executive to forfeit any entitlement to sick pay, permanent health insurance or other benefits.

17. Outside Interests

- 17.1 Subject to clause 17.2, during the Appointment the Executive shall not, except as a representative of the Company or with the prior written approval of the Company, whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any Capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).
- 17.2 Notwithstanding clause 17.1, the Executive may hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by any Group Company.
- 17.3 The Executive agrees to disclose to the Company any matters relating to his spouse or civil partner (or anyone living as such), children, siblings or parents which may, in the reasonable opinion of the Company, be considered to interfere, conflict or compete with the proper performance of the obligations of the Executive under this deed.

18. Confidential Information

- 18.1 Without prejudice to his common law duties, the Executive shall not (except in the proper course of his duties, as authorised or required by law or as authorised by the Executive Chairman, either during the Appointment or at any time after termination of the Appointment (howsoever arising):

18.1.1 use any Confidential Information; or

18.1.2 make or use any Copies; or

- 18.1.3 disclose any Confidential Information to any person, company or other organisation whatsoever.
- 18.2 The Executive shall be responsible for protecting the confidentiality of the Confidential Information and shall:
- 18.2.1 use his best endeavours to prevent the use or communication of any Confidential Information by any person, company or organisation (except in the proper course of his duties, as required by law or as authorised by the Company; and
- 18.2.2 inform the Company immediately upon becoming aware, or suspecting, that any such person, company or organisation knows or has used any Confidential Information.
- 18.3 All Confidential Information and Copies shall be the property of the Company and on termination of the Appointment, or at the request of the Company, at any time during the Appointment, the Executive shall:
- 18.3.1 hand over all Confidential Information or Copies to the Group HR Director;
- 18.3.2 irretrievably delete any Confidential Information (including any Copies) stored on any magnetic or optical disk or memory, including personal computer networks, personal email accounts or personal accounts on websites, and all matter derived from such sources which is in their possession or under his control outside the Company's premises; and
- 18.3.3 provide a signed statement that he has complied fully with his obligations under this clause 18.
- 18.4 Nothing in this clause 18 shall prevent the Executive from disclosing information which the Executive is entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

19. Intellectual Property

- 19.1 The Executive acknowledges that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, the Executive holds them on trust for the Company.
- 19.2 The Executive acknowledges that, because of the nature of his duties and the particular responsibilities arising from the nature of his duties, he has, and shall have at all times while he is employed by the Company, a special obligation to further the interests of the Company.
- 19.3 To the extent that legal title in any Employment IPRs or Employment Inventions does not vest in the Company by virtue of clause 19.1, the Executive agrees, immediately on creation of such rights and Inventions, to offer to the Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company shall refer the dispute to an expert who shall be appointed by the President of the Chartered Institute of Arbitrators. The expert's decisions shall be final and binding on the parties in the absence of manifest error, and the costs of arbitration shall be borne equally by the parties. The parties will be entitled to make submissions to the expert and will provide (or procure that others provide) the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision. The Executive agrees that the provisions of this clause 19 shall apply to all Employment IPRs and Employment Inventions offered to the Company under this clause 19.3 until such time as the Company has agreed in writing that the Executive may offer them for sale to a third party.

19.4 The Executive agrees:

- 19.4.1 to give the Company full written details of all Employment Inventions which relate to or are capable of being used in the business of any Group Company promptly on their creation;
- 19.4.2 at the request of the Company and in any event on the termination of his employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;
- 19.4.3 not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company; and
- 19.4.4 to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by the Executive.

19.5 The Executive waives all his present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.

19.6 The Executive acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this deed is or may become due to the Executive in respect of his compliance with this clause 19. This clause 19 is without prejudice to the rights of the Executive under the Patents Act 1977.

19.7 The Executive undertakes to use his best endeavours to execute all documents and do all acts both during and after his employment by the Company as may, in the opinion of the Company, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the request of the Company, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Company agrees to reimburse any reasonable expenses of the Executive of complying with this clause 19.7.

19.8 The Executive agrees to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

19.9 The Executive hereby irrevocably appoints the Company to be his attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving the Company or its nominee the benefit of this clause 19. The Executive acknowledges in favour of a third party that 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 clause 19 shall (unless there is manifest error) be conclusive evidence that such is the case.

20. **Ceasing to be a Director**

20.1 Except with the prior approval of the Board, or as provided in the articles of association of any Group Company of which he is a director, the Executive shall not resign as a director of any Group Company.

20.2 If during the Appointment the Executive ceases to be a director of any Group Company (otherwise than by reason of his death, resignation or disqualification pursuant to the articles of association of the relevant Group Company, as amended from time to time, or by statute or court order) the Appointment shall continue with the Executive as an employee only and the

terms of this deed (other than those relating to the holding of the office of director) shall continue in full force and effect. The Executive shall have no claims in respect of such cessation of office.

21. Payment in Lieu of Notice

- 21.1 Notwithstanding clause 2, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Executive that the Company is exercising its right under this clause 21 and that it will make within 28 days the first instalment of a payment in lieu of notice (**Payment in lieu**) to the Executive. This Payment in lieu will be equal to the basic salary (as at the date of termination) which the Executive would have been entitled to receive under this deed during the notice period referred to at clause 2 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in lieu shall not include any element in relation to:
- 21.1.1 any bonus or commission payments that might otherwise have been due during the period for which the Payment in lieu is made;
 - 21.1.2 any payment in respect of benefits which the Executive would have been entitled to receive during the period for which the Payment in lieu is made; and
 - 21.1.3 any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in lieu is made.
- 21.2 The Company may pay any sums due under clause 21.1 in equal monthly instalments until the date end of the period for which the notice period referred to at clause 2 would have expired if notice had been given. The Executive shall be obliged to seek alternative income during this period and to notify the Company of any income so received. The instalment payments shall then be reduced by the amount of such income.
- 21.3 The Executive shall have no right to receive a Payment in lieu unless the Company has exercised its discretion in clause 21.1. Nothing in this clause 21 shall prevent the Company from terminating the Appointment in breach.
- 21.4 Notwithstanding clause 21.1 the Executive shall not be entitled to any Payment in lieu if the Company would otherwise have been entitled to terminate the Appointment without notice in accordance with clause 22. In that case the Company shall also be entitled to recover from the Executive any Payment in lieu (or instalments thereof) already made.

22. Termination Without Notice

- 22.1 The Company may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Executive (other than in respect of amounts accrued due at the date of Termination) if the Executive:
- 22.1.1 is disqualified from acting as a director or resigns as a director from any Group Company without the prior written approval of the Board; or
 - 22.1.2 is guilty of a breach of the rules or regulations as amended from time to time of the UK Listing Authority (including the Model Code for transactions in securities by directors of listed companies), the FCA or any regulatory authorities relevant to any Group Company or any code of practice issued by the Company (as amended from time to time); or
 - 22.1.3 fails or ceases to meet the requirements of any regulatory body whose consent is required to enable him to undertake all or any of his duties under the Appointment or

is guilty of a serious breach of the rules and regulations of such regulatory body or of any compliance manual of any Group Company; or

- 22.1.4 is in breach of the anti-corruption and bribery policy and related procedures of the Company; or
 - 22.1.5 is guilty of any gross misconduct affecting the business of any Group Company; or
 - 22.1.6 commits any serious or repeated breach or non-observance of any of the provisions of this deed or refuses or neglects to comply with any reasonable and lawful directions of the Company; or
 - 22.1.7 is, in the opinion of a medical practitioner who is treating the Executive physically or mentally incapable of performing their duties and may remain so for more than three months and the medical practitioner has given a medical opinion to the Board to that effect; or
 - 22.1.8 is, in the reasonable opinion of the Company, negligent and incompetent in the performance of his duties; or
 - 22.1.9 is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984; or
 - 22.1.10 is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) or any offence under any regulation or legislation relating to insider dealing; or
 - 22.1.11 ceases to be eligible to work in the United Kingdom; or
 - 22.1.12 is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Executive or any Group Company into disrepute or is materially adverse to the interests of any Group Company; or
 - 22.1.13 is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems; or
 - 22.1.14 is unable by reason of Incapacity to perform his duties under this deed for an aggregate period of 26 weeks in any 52 week period.
- 22.2 The rights of the Company under clause 22.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this deed by the Executive as having brought the deed to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

23. Garden Leave

- 23.1 Following service of notice to terminate the Appointment by either party, or if the Executive purports to terminate the Appointment in breach of contract, the Company may by written notice place the Executive on Garden Leave for the whole or part of the remainder of the Appointment.
- 23.2 During any period of Garden Leave:
 - 23.2.1 The Company shall be under no obligation to provide any work to the Executive and may revoke any powers the Executive holds on behalf of the Company or any Group Company;

- 23.2.2 The Company may require the Executive to carry out alternative duties or to only perform such specific duties as are expressly assigned to the Executive, at such location (including the home of the Executive) as the Company may decide;
- 23.2.3 The Executive shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- 23.2.4 The Executive shall remain an employee of the Company and shall remain bound by the terms of this agreement (including any implied duties of good faith and fidelity);
- 23.2.5 The Executive shall ensure that the Group HR Director knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);
- 23.2.6 The Company may exclude the Executive from any premises of the Company or any Group Company and
- 23.2.7 The Company may require the Executive not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Group Company.

24. Obligations Upon Termination

- 24.1 On Termination of the Appointment (however arising) or, if earlier, at the start of a period of Garden Leave following the service of notice or purported Termination of the Appointment by the Executive, the Executive shall:
 - 24.1.1 resign immediately without compensation from any office or trusteeship that he holds in or on behalf of any Group Company;
 - 24.1.2 transfer without payment to the Company or as it may direct any shares or other securities held by the Executive in any Group Company as a nominee or trustee for any Group Company and deliver to the Company the related certificates;
 - 24.1.3 subject to clause 24.2 if applicable, immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of any Group Company or their business contacts, any keys and any other property of any Group Company, which is in his possession or under his control;
 - 24.1.4 irretrievably delete any information relating to the business of any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Company; and
 - 24.1.5 provide a signed statement that he has complied fully with his obligations under this clause 24.1 together with such reasonable evidence of compliance as the Company may request.
- 24.2 Where the Executive has been placed on Garden Leave he shall not be required by clause 24.1 to return until the end of the Garden Leave period any property provided to him as a contractual benefit for use during the Appointment.
- 24.3 The Executive hereby irrevocably appoints the Company to be his attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving the Company or its nominee the full benefit of clause 24.1.1 and clause 24.1.2.

- 24.4 On termination of the Appointment however arising the Executive shall not be entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long-term incentive plan or other profit sharing scheme operated by any Group Company in which he may participate.
25. **Post-termination Restrictions**
- 25.1 In order to protect the Confidential Information, trade secrets and business connections of the Company and each Group Company to which he has access as a result of the Appointment, the Executive covenants with the Company (for itself and as trustee and agent for each Group Company that he shall not:
- 25.1.1 for six months after Termination, solicit or endeavour to entice away from the Company or any Group 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; or
 - 25.1.2 for six months after Termination in the course of any business concern which is in competition with any Restricted Business, offer to employ or engage or otherwise endeavour to entice away from the Company or any Group Company any Restricted Person; or
 - 25.1.3 for six months after Termination in the course of any business concern which is in competition with any Restricted Business, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement; or
 - 25.1.4 for six months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business; or
 - 25.1.5 for six months after Termination, be involved with the provision of 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; or
 - 25.1.6 at any time after Termination, represent himself as connected with the Company or any Group Company in any Capacity, other than as a former employee, or use any registered business names or trading names associated with the Company or any Group Company.
- 25.2 None of the restrictions in clause 25.1 shall prevent the Executive from:
- 25.2.1 holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange
 - 25.2.2 being engaged or concerned in any business concern insofar as the Executive's duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business; or
 - 25.2.3 being engaged or concerned in any business concern, provided that the Executive's duties or work shall relate solely to services or activities of a kind with which the Executive was not concerned with to a material extent in the twelve months before Termination.
- 25.3 The restrictions imposed on the Executive by this clause 25 apply to him acting:

- 25.3.1 directly or indirectly; and
- 25.3.2 on his own behalf or on behalf of, or in conjunction with, any firm, company or person.
- 25.4 The periods for which the restrictions in clause 25.1 apply shall be reduced by any period that the Executive spends on Garden Leave immediately before Termination.
- 25.5 If the Executive receives an offer to be involved in a business concern in any Capacity during the Appointment, or before the expiry of the last of the covenants in this clause 25, the Executive shall give the person making the offer a copy of this clause 25 and shall tell the Company the identity of that person as soon as possible after accepting the offer.
- 25.6 The Company and the Executive entered into the restrictions in this clause 25 having been separately legally advised.
- 25.7 Each of the restrictions in this clause 25 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.
- 25.8 If the Executive's employment is transferred to any firm, company, person or entity other than a Group Company (the "New Employer") pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Executive will, if required, enter into an agreement with the New Employer containing post-termination restrictions corresponding to those restrictions in this clause 25, protecting the confidential information, trade secrets and business connections of the New Employer.
- 25.9 The Executive will, at the request and expense of the Company, enter into a separate agreement with any Group Company in which he agrees to be bound by restrictions corresponding to those restrictions in this clause 25 (or such of those restrictions as the Company deems appropriate) in relation to that Group Company.
26. **Disciplinary and Grievance Procedures**
- 26.1 The Executive is subject to the Company's disciplinary and grievance procedures, copies of which are available from the Group HR Director. These procedures do not form part of the Executive's contract of employment.
- 26.2 If the Executive wants to raise a grievance, he may apply in writing to the Group HR Director in accordance with the Company's grievance procedure.
- 26.3 If the Executive wishes to appeal against a disciplinary decision he may apply in writing to the Group HR Director in accordance with the Company's disciplinary procedure.
- 26.4 The Company may suspend the Executive from any or all of his duties whilst the Company is investigating any disciplinary matter involving the Executive or while any disciplinary procedure against the Executive is outstanding.
- 26.5 During any period of suspension:
- 26.5.1 the Executive shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- 26.5.2 the Executive shall remain an employee of the Company and bound by the terms of this agreement;

- 26.5.3 the Executive shall ensure that Group HR Director knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);
- 26.5.4 the Company may exclude the Executive from his place of work or any other premises of the Company or any Group Company; and
- 26.5.5 the Company may require the Executive not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Group Company.

27. Pensions

- 27.1 The Executive is entitled to become a member of the Company's Group Personal Pension Scheme, or such other registered pension scheme as has been set up by the Company, subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time. Full details of the scheme are available from the Group HR Director.
- 27.2 A contracting-out certificate is not in force in respect of the Appointment.

28. Data Protection

- 28.1 The Executive confirms that he has read and understood the Company's data protection policy, a copy of which is contained in the Staff Handbook. The Company may change its data protection policy at any time and will notify employees in writing of any changes.
- 28.2 The Executive shall comply with the data protection policy when processing personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of any Group Company.
- 28.3 The Executive consents to any Group Company processing data relating to the Executive 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 1998) relating to the Executive, including, as appropriate:
 - 28.3.1 information about the Executive's physical or mental health or condition in order to monitor sick leave and take decisions as to the Executive's fitness for work;
 - 28.3.2 the Executive's racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation; and
 - 28.3.3 in order to comply with legal requirements and obligations to third parties.
- 28.4 The Company may make such information available to any Group Company, those who provide products or services to any Group Company (such as advisers and payroll administrators), regulatory authorities, potential purchasers of the Company or the business in which the Executive works, and as may be required by law.
- 28.5 The Executive consents to the transfer of such information to any Group Company and any Group Company's business contacts outside the European Economic Area in order to further their business interests even where the country or territory in question does not maintain adequate data protection standards.

29. Collective Agreement

There is no collective agreement which directly affects the Appointment.

30. **Reconstruction and Amalgamation**

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of any Group Company, whether by winding up or otherwise, and the Executive is offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this deed, the Executive shall have no claim against the Company or any the undertaking arising out of or connected with such termination.

31. **Notice**

31.1 A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address or fax number given in this agreement or as otherwise notified in writing to the other party.

31.2 Any such notice shall be deemed to have been received:

31.2.1 if delivered by hand, at the time the notice is left at the address or given to the addressee; or

31.2.2 in the case of pre-paid first class UK post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or

31.2.3 in the case of pre-paid airmail, 9.00 am on the fifth business day after posting or at the time recorded by the delivery service; or

31.2.4 in the case of fax, at the time of transmission.

31.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

31.3.1 all references to time are to local time in the place of deemed receipt; and

31.3.2 if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.

31.4 A notice required to be given under this agreement shall not be validly given if sent by email.

31.5 This clause does not apply to the service of any proceedings or other documents in any legal action.

32. **Entire Agreement**

32.1 This deed and any document referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

32.2 Each party agrees that in entering into this deed it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this deed.

32.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this deed.

32.4 Nothing in this clause 32 shall limit or exclude any liability for fraud.

33. Variation

No variation or agreed termination of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

34. Counterparts

This deed may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same deed.

35. Third Party Rights

No person other than a party to this deed may enforce any of its terms.

36. Governing Law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

37. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

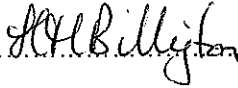
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed acting for Real Good Food Plc
by



.....
Non-Executive Director

In the presence of:

..... 

Name: HM BILLINGTON

Address: 86 CHILWALL PARK AVE

LIVERPOOL L16 0JQ

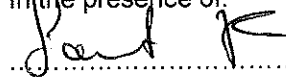
Occupation: HR DIRECTOR

Signed as a deed by Harveen Rai



.....
Harveen Rai

In the presence of:

..... 

Name: SAM EMBAYE

Address: 1 ST KATHERINES WAY

INTERNATIONAL HOUSE LONDON, E1W 1XB

Occupation: BOOK KEEPER