

**MANCHESTER AND LONDON INVESTMENT TRUST PLC**  
Registered office: 12a Princes Gate Mews, London SW7 2PS

Sir James Waterlow, Bt.  
91 St James Drive  
London SW17 7RP  
United Kingdom

31<sup>st</sup> July 2020

Dear Sir James,

**Director – Manchester & London Investment Trust Plc (the “Company”)**

The Board of Directors of the Company (the “**Board**”) has given due consideration to your financial services expertise, qualifications and background and your personal qualities, professionalism and integrity and the Board considers that you are suitably qualified to hold the position of Director. Accordingly, on behalf of the Board, I am writing to confirm the terms governing your appointment as a non-executive Director of the Company.

1. Your appointment as Director of the Company commenced on 17 August 2020 and is subject to:
  - (a) the provisions of the Company's Share Dealing Code and Market Abuse Regulation which the Company is required to follow;
  - (b) ratification by shareholders at the next annual general meeting;
  - (c) the Memorandum and Articles of Association (“**Constitutional Document**”);
  - (d) applicable provisions of the UK Corporate Governance Code; and
  - (e) such other applicable laws, regulations and instructions as may be issued by a relevant authority;

(together “**Applicable Law**”).
2. By signing this letter, you hereby confirm that you shall comply with the Fitness and Probity Standards issued by the Financial Conduct Authority (the “**FCA**”) and agree to abide by them.
3. You will provide your services as a Director on such dates as the Company requires. Subject to the requirements of the Company and its business, at a minimum, quarterly board meetings will be held in accordance with Applicable Law and one annual general meeting per annum. Board meetings will normally take place in London but may take place elsewhere as reasonably necessary. You will receive at least seven days' notice of each board meeting, except in cases of emergency or for any other good and substantial reason.
4. As a Director of the Company, you are expected to attend every board meeting (in person or telephonically) unless you are unable to do so due to circumstances beyond your control (for example, due to illness). You are expected to attend at least one meeting per year in person and the annual general meeting.



5. You must ensure that you have sufficient time to devote to the role of Director of the Company and associated responsibilities. It is expected that a minimum annual time commitment for board meeting attendance of at least 27 hours will be required. This is based on an assumption that you will attend **at least** four board meetings (in person or telephonically) and includes time devoted to preparation ahead of each meeting, review of documents and also, where appropriate, travel time.

In addition to the above time commitment, it is anticipated that a further 9 hours will be required to fulfil your duties generally as a Director of the Company.

Therefore, a cumulative time commitment of 36 hours is expected, however, this is an indication of the amount of time which you will be required to devote to your role as a Director, but the actual time commitment necessary to perform such role may be greater depending on the number of board meetings actually held and circumstances generally. You are obliged to periodically re-evaluate your ability to satisfy this time commitment. The time commitment of the Directors and the Chairperson will be reviewed annually. By accepting this appointment, you will be confirming that you are able to allocate sufficient time to meet the expectations of your role.

6. The Board has established an Audit Committee. The tasks of the Audit Committee can be found in the latest Annual Financial Statements of the Company but will change over time with regulation and with best internal practices. You may, from time to time, be asked to act on the Committee or any new committee that is required by regulation or best practice. On appointment, you **will be automatically appointed to the Audit Committee.**
7. During the continuance of your appointment as a Director of the Company, the Company shall pay you a fee per annum (pro-rated for part years or as otherwise agreed) determined as follows:

- (a) **£22,000** per annum, payable quarterly in arrears. Directors' fee levels are reviewed annually in June in advance of the commencement of the next financial year.

You hereby agree to repay any fees which were paid in advance but subsequently not earned if your appointment is terminated before the end of the period for which payment has been received. The Company will reimburse you or discharge directly any reasonable receipted expenses you incur as part of your duties, including travel, meals and lodging.

You will not participate in any share option or bonus schemes or receive any pension from the Company.

8. Your role, under the Chairman's leadership and along with your fellow Directors, is to:
- (a) act with due skill, care, diligence and honesty in the best interests of the Company at all times;
  - (b) ensure that the Board retains primary responsibility for corporate governance and oversight of the activities of the Company;
  - (c) participate actively in constructively challenging and developing strategies proposed by the Company;



- (d) participate actively in the Board's decision-making process;
  - (e) participate actively in board committees (where established); and
  - (f) exercise appropriate oversight over execution by the Company and / or its service providers of the agreed strategies, goals and objectives and to monitor reporting of performance.
9. You are required to disclose to the Board if you are aware of any possible conflicts of interest between you and any Board members including, but not limited to personal relationships, business relationships and common directorships or between you and the business of the Company. You must not participate in any decision making or discussion where a reasonably perceived potential conflict of interest exists, unless specifically disclosed in advance to the Board.
10. As you would expect, we must require any dealings by you in the Company's shares and other listed securities to be strictly in accordance with the Company's Share Dealing Code and the Market Abuse Regulation (as amended from time to time).
11. You agree to disclose to the Board, in the table set out in Schedule One attached, all directorships / employee positions in which you are currently engaged together with the time commitment for such directorships / employee positions. You further agree to inform the Chairman of any other directorships / employee positions you subsequently hold (appointments you will accept subject to compliance with paragraph 5), at least annually, together with the time commitment for such directorships / employee positions.
12. You will undertake such duties and powers relating to the Company, consistent with your role as a Director, as the Board may from time to time reasonably request. For the avoidance of doubt, the performance by you of your duties and powers hereunder shall be undertaken as Director and not as an employee of the Company.
13. You will be provided with full information in respect of the Company in advance of board meetings of the Company for the purposes of reviewing all relevant information before board meetings, save where it has been expressly agreed in advance that this shall not be the case in connection with a particular board meeting.
14. You will undertake such travelling as may be reasonably necessary for the performance of your duties, including travelling overseas if required.
15. You undertake to the Company that you shall not, except as authorised or required by the Company or required by law, regulation, court order or regulating authority or as requested by regulatory or governmental authorities or auditors, reveal to any person, Company or body, whether before or after the termination of this appointment, any of the trade secrets, secret or confidential operations, processes or dealings or any other information concerning the organisation, business, finances, transactions or affairs of the Company which may come to your knowledge during this appointment. Subject to the preceding sentence, you further agree to keep all such secrets and information confidential and not to use or attempt to use them in any manner which injures or causes loss or which may injure or cause loss, whether directly or indirectly, to any member of the Company.
16. Your appointment as Director shall terminate on the occurrence of any of the following events:



- (a) if you have been guilty of conduct tending (in the reasonable opinion of the Board) to bring yourself, the Company or any subsidiary company into disrepute; or
- (b) become bankrupt or have compounded with your creditors generally; or
- (c) you refuse to comply with any lawful and reasonable request in connection with the duties to be performed by you; or
- (d) in the reasonable opinion of the Board, you have failed to discharge your duties under this agreement efficiently or diligently or have committed any material or persistent breach of the terms of this agreement; or
- (e) if you shall be or become prohibited by law from being a director; then the Company shall have the right to terminate this agreement forthwith upon serving notice in writing on you and further, to require you to resign as a director with immediate effect. Should you fail to resign, the Company shall irrevocably be allowed to appoint some other person in your name and on your behalf to sign and deliver your resignation to the Company.

17. In the event that you are unable to perform your duties under this agreement due to ill health including:

- (a) becoming a patient for the purpose of any statute relating to mental health; or
- (b) becoming unable to perform such duties for a period lasting for more than 6 months in any 12 month period;

this agreement shall be terminated by service of one month's notice in writing upon you.

18. The Board reserves the right to terminate your appointment without payment of compensation by written notice if you accept a position with or acquire interests in another company, without prior Board approval, which, in the Board's reasonable opinion, is likely to give rise to a material conflict of interest with your position as a director of the Company.

19. Subject to clause 18 above, your appointment shall continue from the date hereof until terminated by at least six months' written notice given by either party, unless terminated pursuant to clause 16 of this letter.

20. Any termination under this letter shall be without payment of damages or compensation and you hereby waive any rights you may have to any such payment of damages or compensation.

21. You shall return all assets belonging to the Company, together with all documents, papers, disks and information, howsoever stored, relating to the Company and used by you in connection with your appointment to the Company, on termination of this appointment. This is subject to anything permanently stored as electronic material provided that you take such steps as are reasonably practicable to delete such material on the termination of this appointment.

22. The performance of individual Directors, the entire Board and its committees are evaluated annually, with a formal documented review at least once every three years. If, in the interim, there are any matters which cause you concern about your role, you will discuss them with the Chairman of the Board as soon as is appropriate.
23. Subject to compliance with paragraph 8 above of this letter and the approval of the FCA (where necessary), the Company agrees that you will be free to accept other appointments and directorships provided that this would not prevent you from devoting the necessary time and attention to properly perform your services to the Company under this letter of appointment.
24. Your appointment as a Director will be governed and construed in accordance with the laws of England & Wales. The courts of England & Wales shall have exclusive jurisdiction to deal with all disputes arising from and touching upon this letter of appointment.

Please sign the attached copy of this letter and return it to the Company marked for the attention of the Board to signify your acceptance of the terms set out above. Should you accept, your appointment as Director of the Company will forthwith be on the terms set out in this letter.



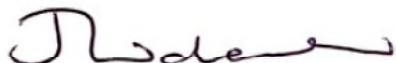
Yours sincerely



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**For and on behalf of  
Manchester and London Investment Trust plc**

I agree to the terms of this letter pursuant to the terms outlined above.



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**James Waterlow**

Schedule One

Directorships<sup>1</sup>

Directorship / Employment position Held	Tick if position is Non-Financial*
NO DIRECTORSHIPS BUT PARTNER AT A STOCKBROKER (N+1 SINGER)	

I confirm that I am in the position to devote sufficient time to my role as director of the Company as well as the above named directorships.

The aggregate time commitment related to the above positions is approximately ..... hours per annum.

\* A "Non-Financial" directorship in this context is a directorship which is not a directorship of:

- 1) A collective investment scheme authorised by the FCA;
- 2) A management company authorised by the FCA to act as a manager of a unit trust or common contractual fund and, where the context does not suggest otherwise, a general partner of an investment limited partnership where the general partner has its registered office and its head office in the UK and is subject to the supervisory requirements of the FCA; or
- 3) A collective investment scheme domiciled in a jurisdiction other than the UK.

**BRIEF BIO FOR ANNOUNCEMENT**

**PLEASE PROVIDE A BRIEF BIO BELOW FOR THE ANNOUNCEMENT OF YOUR POSITION**

**SIR JAMES WATERLOW HAS SPECIALISED IN INVESTMENT TRUSTS FOR NEARLY THIRTY YEARS, FOR THE PAST ELEVEN AS A PARTNER ON THE INVESTMENT FUNDS TEAM AT N+1 SINGER. DURING HIS CAREER HE HAS ADVISED APPROXIMATELY THIRTY INVESTMENT TRUST BOARDS AND WORKED ON A SIGNIFICANT NUMBER OF TRANSACTIONS RAISING OVER £5 BILLION FOR NEW AND EXISTING FUNDS.**