


From: The Directors
Earthport plc
140 Aldersgate Street
London
EC1A 4HY

To: Caroline A Brown


24 January 2019

Dear Caroline

LETTER OF AMENDMENT OF NON-EXECUTIVE DIRECTOR APPOINTMENT

1. We refer to your letter of appointment as non-executive director of Earthport plc (the "Company") dated 17 January 2017 ("Appointment Letter").
2. In this letter agreement, terms defined in the Appointment Letter and used in this letter agreement have the meaning given to them in the Appointment Letter.
3. The parties to this letter agreement hereby acknowledge and agree that, with effect from 1 January 2019 ("Amendment Date"), the provisions of the Appointment Letter be and are hereby amended as follows:

1.	Paragraph 1.4	This paragraph shall be amended to read as follows: <i>"During the term of appointment, you will be paid monthly in arrears for your services, being director's fees of £55,000 (excluding VAT, as appropriate) per annum which shall include agreed allowance in relation to your participation as a member of Earthport's corporate governance committees."</i>
2.	Paragraph 1.5	This paragraph is replaced in its entirety with the following: <i>"As part of your role as Non-Executive Director, you have been appointed as chair of the Audit, Risk & Compliance Committee of Earthport."</i>
3.	Paragraph 1.6	The following paragraph is inserted into the Appointment Letter: <i>"As part of your role as Non-Executive Director, you will serve on the Nominations Committee and the Remuneration Committee of Earthport."</i>
4.	Paragraph 2.2	This paragraph shall be amended to read as follows: <i>"You will receive a copy of the terms of reference for the</i>

		<i>relevant committees on which you serve and such briefing as is required to enable you to participate fully in committee meetings."</i>
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- 4. Except as set out in Paragraph 3, the Appointment Letter shall continue in full force and effect.
- 5. To the extent there is any conflict between the provisions of the Appointment Letter and this letter agreement, the provisions of this letter agreement shall prevail.
- 6. This letter agreement 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 interpreted in accordance with the law of England and Wales.
- 7. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this letter agreement or its subject matter or formation (including non-contractual disputes or claims).
- 8. Please sign and return the enclosed copy of this letter agreement to acknowledge your agreement to the variation of the Agreement.

Yours sincerely

EXECUTED and DELIVERED as a DEED on the date of this letter agreement for and on behalf of **EARTHPORT PLC** by a director, in the presence of:



(Signature of director)

Witness Signature



Witness Name:

ANNA MIKHAILOVICH

Address:

[Redacted Address]

I agree to the amendments to the Appointment Letter with effect from the Amendment Date on the terms set out above.

EXECUTED and DELIVERED as a DEED on the date of this letter agreement by **CAROLINE A BROWN**, in the presence of:



Witness Signature



Witness Name:

YUICHI HISAKA

Address:

[Redacted Address]