

Mr Richard Solomons

[Address]

26th February 2019

Dear Richard

Appointment as Chairman of Rentokil Initial plc

Following the recommendation of the nomination committee, the board of directors (**Board**) of Rentokil Initial plc (**Company**) is pleased to hear that you have accepted our offer to join the Board as non-executive chairman (**Chairman**).

This letter sets out the main terms of your appointment. By accepting this appointment, you agree that this letter is a contract for services and is not a contract of employment and you confirm that you are not subject to any restrictions which prevent you from holding office as a director.

1. APPOINTMENT

- 1.1 Subject to the remaining provisions of this letter, your appointment shall be for an initial term of three years commencing on 8th May 2019 unless terminated earlier by either party giving to the other six months prior written notice.
- 1.2 Your appointment is subject to the Company's articles of association, as amended from time to time (**Articles**). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company. You are required to retire and seek re-election by the shareholders at each AGM as required by the Articles or otherwise as the Board resolves.
- 1.3 Continuation of your appointment is contingent on your continued satisfactory performance and re-election by the shareholders and any relevant statutory provisions relating to removal of a director. If the shareholders do not re-elect you as a director, or you are retired from office under the Articles, your appointment shall terminate automatically, with immediate effect and without compensation.
- 1.4 A chairman is typically expected to serve two three-year terms but may be invited by the Board to serve for an additional period. Any term renewal is subject to Board review and AGM re-election. Despite any mutual expectation, there is no right to re-nomination by the Board, either annually or after any three-year period, and the Board shall have due regard to the UK Corporate Governance Code, in its then applicable form, in relation to your tenure on the Board.

- 1.5 You may be required to serve on one or more Board committees, including in particular the nomination committee which you will normally chair, and you will also normally be invited to attend meetings of all other Board committees on which you do not sit.
- 1.6 Despite Paragraph 1.1 to Paragraph 1.5, the Company may terminate your appointment with immediate effect (and with no right to compensation or payment, other than in respect of fees accrued due to the date of termination) if you have:
- (a) committed a material breach of your obligations under this letter;
 - (b) committed any serious or repeated breach or non-observance of your obligations to the Company (which includes an obligation not to breach your statutory, fiduciary or common-law duties);
 - (c) been guilty of any fraud or dishonesty or acted in any manner which, in the Company's opinion, brings or is likely to bring you or the Company into disrepute or is materially adverse to the Company's interests;
 - (d) failed to comply with the Company's Anti-Bribery and Corruption Policy and procedures and/or the Bribery Act 2010;
 - (e) been convicted of an arrestable criminal offence other than a road traffic offence for which a fine or non-custodial penalty is imposed;
 - (f) been declared bankrupt or have made an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Court Act 1984; or
 - (g) been disqualified from acting as a director.
- 1.7 On termination of your appointment, you shall, at the Company's request, resign from your office as director of the Company. The Company Secretary is irrevocably authorised to sign a letter of resignation on your behalf if you fail to do so.
- 1.8 If matters arise which cause you concern about your role, you should discuss these matters with the Chief Executive or Senior Independent Director. You are also entitled to seek independent advice in accordance with paragraph 5 below. If however you have any concerns which cannot be resolved, and you choose to resign for that, or any other, reason, you should provide an appropriate written statement to the Chief Executive or the Senior Independent Director for circulation to the Board.

2. TIME COMMITMENT

- 2.1 You will be expected to devote such time as is necessary for the proper performance of your duties. Overall we anticipate that you will spend an average of two (2) days per week on work for the Company after the induction phase referred to in Paragraph 9. This will include attendance at, on average, eight (8) Board meetings per year (at least one of which normally takes place over 2-3 days outside the UK), the AGM, an annual Board strategy day, at least one site visit a year, Board dinners, meetings with the non-executive directors, meetings with shareholders, meetings with managers and non-managerial members of the workforce, meetings with key stakeholders, meetings forming part of the Board evaluation process and updating and training meetings. Some of these meetings may involve overseas travel. In addition, you will be required to consider all relevant papers before each meeting. Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend the meetings outlined in this paragraph.

- 2.2 The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time to the Company in respect of preparation time and ad hoc matters which may arise and particularly when the Company is undergoing a period of increased activity, such as an acquisition or takeover, or as a result of some major difficulty with one or more of its operations, or for some other reason. At certain times it may be necessary to convene additional Board, committee or shareholder meetings.
- 2.3 By accepting this appointment, you confirm that, taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively. You should obtain the agreement of the Board before accepting additional commitments that might affect the time you are able to devote to your role as a non-executive director of the Company.

3. ROLE AND DUTIES

- 3.1 The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:
- (a) promote the long-term sustainable success of the Company, generating value for shareholders and contributing to wider society;
 - (b) establish the Company's purpose, values and strategy and satisfy itself that these and its culture are aligned;
 - (c) act with integrity, lead by example and promote the desired culture;
 - (d) ensure that the necessary resources are in place for the Company to meet its objectives and measure performance against them;
 - (e) establish a framework of prudent and effective controls, which enable risk to be assessed and managed;
 - (f) ensure effective engagement with, and encourage participation from shareholders and stakeholders; and
 - (g) ensure that workforce policies and practices are consistent with the Company's values and support its long-term sustainable success.
- 3.2 As chairman you shall have the same general legal responsibilities to the Company as any other director. You are expected to perform your duties (whether statutory, fiduciary or common law) faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills and experience.
- 3.3 You shall exercise your powers in your role chairman having regard to relevant obligations under prevailing law and regulation, including the Companies Act 2006, the UK Corporate Governance Code and associated guidance, the UK Listing Authority's Listing Rules, Prospectus Rules, and Disclosure Guidance and Transparency Rules and the Market Abuse Regulation.
- 3.4 You shall have particular regard to the general duties of directors in Part 10 of the Companies Act 2006, including the duty to promote the success of the Company under which all directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, as a director, you must have regard (among other matters) to:
- (a) the likely consequences of any decision in the long term;
 - (b) the interests of the Company's employees;

- (c) the need to foster the Company's business relationships with suppliers, customers and others;
 - (d) the impact of the Company's operations on the community and the environment;
 - (e) the desirability of the Company maintaining a reputation for high standards of business conduct; and
 - (f) the need to act fairly as between the members of the Company.
- 3.5 You shall have particular regard to the Financial Reporting Council's UK Corporate Governance Code and associated Guidance on Board Effectiveness in respect of the role of the Board and the role of the non-executive director and chairman.
- 3.6 In your role as a non-executive director, you shall also be required to:
- (a) provide constructive challenge, strategic guidance, offer specialist advice and hold management to account;
 - (b) scrutinise and hold to account the performance of management and individual executive directors against agreed performance objectives;
 - (c) have a prime role in appointing and, where necessary, removing executive directors and in succession planning;
 - (d) take opportunities such as attendance at general and other meetings, to understand shareholder concerns and to meet with key customers and members of the workforce from all levels of the organisation to have an understanding of the business and its relationships with significant stakeholders;
 - (e) consider ways of reaching out to increase your visibility with the workforce and gain insights into the culture and concerns at different levels of the business;
 - (f) devote time to developing and refreshing your knowledge and skills;
 - (g) uphold the highest standards of integrity and support the executive directors in instilling the appropriate values, behaviours and culture in the boardroom and beyond;
 - (h) insist on receiving high-quality information sufficiently in advance of Board meetings and seek clarification or amplification if you consider the information provided is inadequate or lacks clarity;
 - (i) take into account the views of shareholders, workforce and other stakeholders where appropriate;
 - (j) make sufficient time available to discharge your responsibilities effectively;
 - (k) exercise relevant powers under, and abide by, the Articles;
 - (l) disclose the nature and extent of any direct or indirect interest you may have in any matter being considered at a Board or committee meeting and, except as permitted under the Articles you will not vote on any resolution of the Board, or of one of its committees, on any matter where you have any direct or indirect interest;
 - (m) immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other director of the Company of which you become aware to the Company Secretary;
 - (n) exercise your powers as a director in accordance with the Company's policies and procedures; and

(o) not do anything that would cause you to be disqualified from acting as a director.

3.7 Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.

3.8 In addition, in your role as chairman you should:

- (a) chair the Board and general meetings of the Company and meetings of the nomination committee;
- (b) set the Board's agenda (primarily focused on strategy, performance, value creation and accountability) and ensure that adequate time is available for discussion of all agenda items, in particular strategic issues;
- (c) set clear expectations concerning the Company's culture, values and behaviours and the style and tone of Board discussions;
- (d) ensure that the Board determines the nature and extent of the significant risks that the Company is willing to embrace in implementing its strategy;
- (e) ensure that the Board has effective decision-making processes and applies sufficient challenge to major proposals;
- (f) ensure effective implementation of the Board's decisions and strategy for the Company;
- (g) be available for consultation with the Chief Executive on relevant issues raised by the Chief Executive and to provide support and advice to him while respecting executive responsibility;
- (h) handle with the Chief Executive, the relationships with governments, authorities, regulators and stakeholders;
- (i) ensure that Board committees are properly structured with appropriate terms of reference and properly perform their functions;
- (j) encourage all Board members to engage in Board and committee meetings by drawing on their skills, experience, knowledge and, where appropriate, independence;
- (k) develop productive working relationships with all executive directors and the Chief Executive;
- (l) consult the Senior Independent Director on Board matters in accordance with the UK Corporate Governance Code;
- (m) demonstrate ethical leadership and promote the highest standards of integrity, probity and corporate governance throughout the Company and particularly at Board level;
- (n) ensure that the Board receives accurate, timely and clear information and that they are properly briefed on the issues arising at Board meetings, and that sufficient time is allowed for the discussion of complex or contentious issues, where appropriate arranging for informal meetings beforehand to enable thorough preparation for the Board discussion. It is particularly important that non-executive directors have sufficient time to consider critical issues and are not faced with unrealistic deadlines for decision making;
- (o) ensure effective communication with shareholders and other stakeholders and that directors are made aware of the views of major investors;
- (p) promote a culture of mutual respect, openness and debate by facilitating the effective contribution of non-executive directors in particular and ensuring constructive relations

between executive and non-executive directors;

- (q) ensure that the new directors participate in a full, formal and tailored induction programme;
- (r) regularly review and agree with each director their training and development needs, with the Company Secretary having a key role in facilitating provision of appropriate training and development;
- (s) ensure that the performance of the Board, its committees and individual directors, including the Chief Executive, is evaluated at least once a year and act on the results of such evaluation;
- (t) ensure that a strong management succession is at all times developed and plans therefore are in place; and
- (u) be aware of and respond to your own development needs.

3.9 Your attention is drawn to sections 1 and 2 of the Board Governance Procedures and Practices manual, which respectively set out the functions of the Board and the matters reserved for the approval of the Board (a copy of which will be provided to you separately).

3.10 You will comply with the Company's Anti-Bribery and Corruption policy and procedures (a copy of which will be provided to you separately).

3.11 You will comply with the Code of Conduct of the Rentokil Initial Group from time to time, to the extent that it can reasonably be applied in relation to a chairman's appointment (a copy of which will be provided to you separately).

3.12 You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary to enable you to discharge your duties.

4. FEES AND EXPENSES

4.1 You shall be paid an annual fee of £375,000 gross per annum, which shall be paid in equal instalments monthly in arrear through PAYE after deduction of any taxes and other amounts that are required by law. This fee covers all duties, including service on any Board committee.

4.2 The Company shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office. You will have no separate expense allowance.

4.3 A car mileage allowance of 64p per mile, of which 40p per mile is currently tax free, is payable to non-executive directors who use their own cars on Company business (for example, to attend Board meetings). You will also be entitled to use a car service at the Company's expense when on Company business.

4.4 You will be provided with a mobile telephone at the Company's expense, and you will be entitled to retain the mobile telephone number on the termination of your appointment.

4.5 The cost of providing a reasonable level of secretarial/administrative assistance for the performance of your duties as Chairman will be met by the Company.

4.6 On termination of your appointment, you shall only be entitled to such fees as may have accrued to the date of termination, together with reimbursement in the normal way of any expenses properly incurred before that date.

5. INDEPENDENT ADVICE

Your attention is drawn to section 6 of the Board Governance Procedures and Practices manual which sets out the basis upon which Directors may obtain independent professional advice.

6. OUTSIDE INTERESTS

6.1 You have already disclosed to the Board the significant commitments you have outside your role in the Company. You must inform the Senior Independent Director in advance of any changes to these commitments. In addition, you must seek the Board's agreement before accepting further commitments. Any further commitments should not:

- (a) give rise to a conflict of interest or a conflict with any of your duties to the Company;
- (b) materially impact on the time that you are able to devote to your role at the Company; or
- (c) be in relation to a company, firm or organisation any of whose activities are competitive with any business undertaken by the Company or one of its subsidiaries and associated companies.

6.2 It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the Senior Independent Director and Company Secretary as soon as you become aware of them and again you may have to seek the agreement of the Board.

6.3 The Board has determined that you are independent according to the provisions of the UK Corporate Governance Code.

7. CONFIDENTIALITY

7.1 You will, both during your appointment or following termination (by whatever means), keep secret and not reveal, disclose or publish to any person other than the Company's board of directors or persons nominated by them or otherwise utilise other than for the proper performance of your duties any information of a confidential or secret nature (including without limitation trade secrets, know-how, inventions, designs, processes, formulae, notations, improvements, financial information and lists of customers) concerning the affairs or business or products of the Company or of any subsidiary or associated company or of any of their predecessors in business or of their suppliers, agents, distributors or customers of which you know or learn while Chairman of the Company and will not use any such confidential information for your own purposes or for any purposes other than those of the Company or of any Group Company. Information which shall have entered the public domain (other than as a consequence of your own act or default) shall not be regarded as confidential information for the purposes of this Paragraph 7.

7.2 You acknowledge the need to hold and retain Company information (in whatever format you may receive it) under appropriately secure conditions.

7.3 Nothing in this Paragraph 7 shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

8. INSIDE INFORMATION AND DEALING IN THE COMPANY'S SHARES

- 8.1 Your attention is drawn to the requirements under both law and regulation on the disclosure of inside information, in particular to the Market Abuse Regulation, the Disclosure Guidance and Transparency Rules of the UK Listing Authority and section 52 of the Criminal Justice Act 1993 on insider dealing. You should avoid making any statements that might risk a breach of these requirements. If in doubt, please contact the Company Secretary.
- 8.2 During your period of appointment you are required to comply with the provisions of Article 19 of the Market Abuse Regulation, the Company's share dealing code in relation to dealing in the Company's publicly traded or quoted securities, and any such other code as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's publicly traded or quoted securities. A copy of the current share dealing code adopted by the Company will be provided to you separately. A copy of your obligations under Article 19 of the Market Abuse Regulation can be made available from the Company Secretary upon request.

9. INDUCTION

After the commencement of your appointment, the Company will provide a comprehensive, formal and tailored induction. We will arrange for site visits and meetings with senior and middle management, managers and non-managerial members of the workforce, other stakeholders and the Company's auditors. We will also give the major shareholders the opportunity to meet you. You will be expected to make yourself available for induction during your first year of appointment for sufficient time to be in a position to perform your role and carry out your responsibilities as Chairman to the highest standards. This shall be in addition to the time commitment outlined in paragraph 2. The Company Secretary will contact you with further details.

10. TRAINING

On an ongoing basis, and further to the annual evaluation process, the Company will arrange for you to develop and update your skills, knowledge and familiarity with the Company in areas which are mutually identified as being likely to be required, or of benefit to you, in carrying out your duties effectively. You should try to make yourself available for any relevant training sessions which may be organised for you or the Board.

11. REVIEW PROCESS

The performance of individual directors and the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Senior Independent Director as soon as you can.

12. INSURANCE AND INDEMNITY

- 12.1 The Company has directors' and officers' liability insurance and it intends to maintain such cover for the full term of your appointment (summary details of which will be provided to you separately). The Company will continue to maintain cover for a period of six years from the cessation of your appointment (but only for so long as it maintains such cover for its officers and directors generally).
- 12.2 The Company shall grant you a deed of indemnity against certain liabilities that may be incurred as a result of your office to the extent permitted by section 234 of the Companies Act 2006, in the form set out in the attached deed (Appendix 1).

13. CHANGES TO PERSONAL DETAILS

You shall advise the Company Secretary promptly of any change in your address or other personal contact details.

14. RETURN OF PROPERTY

On termination of your appointment with the Company however arising, or at any time at the Board's request, you shall immediately return to the Company all documents, records, papers or other property belonging to the Company which may be in your possession or under your control, and which relate in any way to the Company's business and/or your role on the Board.

15. POST-TERMINATION RESTRICTION

By countersignature of this letter and in consideration for the fees payable to you under the terms of this letter, you agree that, in order to protect the confidential information, trade secrets and business connections of the Company and each company in the Company's group to which you have access as a result of your appointment, you will not (without the previous consent in writing of the Company), for the period of six (6) months immediately after the termination of your appointment, whether as principal or agent and whether alone or jointly with, or as a director, manager, partner, shareholder, employee consultant of, any other person, carry on or be engaged, concerned or interested in any business which is similar to or which is (or intends to be) in competition with any business being carried on by the Company or any company in the Company's group.

16. DATA PROTECTION

16.1 The Company will collect and process information relating to you in accordance with the Company's data privacy notice (a copy of which will be provided to you separately).

16.2 When handling personal data in connection with your appointment by the Company on the terms of this letter, you shall comply with the Company's data protection policy.

17. THIRD PARTY RIGHTS

No one other than you and the Company shall have any rights to enforce the terms of this letter.

18. ENTIRE AGREEMENT

18.1 This letter and any document referred to in it constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.

18.2 You agree that you 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 letter and you shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.

19. VARIATION

No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

20. GOVERNING LAW AND JURISDICTION

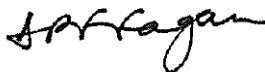
Your appointment with the Company and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and you and the Company irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this appointment or its subject matter or formation.

21. PUBLICATION OF THIS LETTER OF APPOINTMENT

In line with Companies Act 2006 the Company will make public this letter, including on its website, and will also arrange for it to be on display at the Company’s annual general meeting.

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter.

Yours sincerely



Daragh Fagan
Company Secretary
For and on behalf of Rentokil Initial plc

Board Appointment Letter

I confirm and agree to the terms of my appointment as Chairman of Rentokil Initial plc as set out in this letter.

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Richard Solomons

Date