

From: **Nigel Cooper ("NC")**
15 Ashpole Furlong
Loughton
Milton Keynes MK5 8EA

and

Zebra 1234 Limited (the "Purchaser")
15 Ashpole Furlong
Loughton
Milton Keynes MK5 8EA

To: **Sodexo Motivation Solutions U.K. Limited ("SMSUK")**
One Southampton Row
London WC1 5HA

12 September 2014

Dear Sirs,

Letter of Direction

1. We refer to the sale and purchase agreement (the "**Zibrant SPA**") entered into on 12 September 2014 between the Purchaser and Motivcom plc ("**Motivcom**") pursuant to which the Purchaser (a company wholly-owned and controlled by NC) has agreed to purchase and Motivcom has agreed to sell all of the issued and to be issued share capital of Zibrant Limited ("**Zibrant**") subject only to (i) the shareholder resolution to approve the sale and purchase having been duly passed in accordance with the requirements of Rule 16 of the City Code on Takeovers and Mergers and (ii) the sanction by the courts of the Scheme (as defined below).
2. In consideration of the mutual undertakings contained herein, the parties have agreed to comply with the terms of this agreement.
3. We further refer to the proposed acquisition (the "**Motivcom Acquisition**") by SMSUK of all of the issued and to be issued share capital of Motivcom pursuant to a scheme of arrangement under Part 26 of the Companies Act 2006 (the "**Scheme**") and on the terms and conditions set out in a scheme circular to be sent by Motivcom plc to its shareholders (the "**Scheme Circular**").
4. On Completion (as defined in the Zibrant SPA) the Purchaser is required to pay an amount equal to £2,924,000 to Motivcom (the "**Zibrant Purchase Price**").
5. Within 14 days of the Effective Date (as defined in the Scheme Circular) SMSUK will be required to pay an amount equal to £4,343,625.36 (the "**NC Consideration**") to NC in respect of the shares held by NC in Motivcom.
6. Subject only to the Zebra SPA becoming unconditional in all respects:
 - (a) NC hereby irrevocably directs SMSUK to pay £2,924,000 of the NC Consideration (which would otherwise be payable to NC in accordance with paragraph 5 above) (the "**Zibrant Funds**") to the Purchaser; and
 - (b) the Purchaser hereby irrevocably directs SMSUK to pay the Zibrant Funds (which would otherwise be payable to it pursuant to paragraph 6(a) above) to Motivcom.
7. The Purchaser shall be fully and finally discharged from its obligation to pay the Zibrant Purchase Price upon receipt by Motivcom of the Zibrant Funds.

Execution Version

8. SMSUK shall be fully and finally discharged from its obligation to pay the NC Consideration upon:
- (a) the receipt by Motivcom of the Zibrant Funds in accordance with the terms of this letter; and
 - (b) the receipt by NC of £1,419,625.36 (being an amount equal to the NC Consideration less the Zibrant Funds) in accordance with the terms of the Motivcom Acquisition.
9. All payments under this letter to be made to Motivcom, shall be paid by CHAPS to an account at National Westminster Bank, sort code 60-12-01, account no 25229036.
10. This letter may be executed in three or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same document.
11. This letter, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this letter or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
12. Each party to this letter irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this letter or its formation and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.
13. Each party acknowledges that:
- (a) once executed, a copy of this letter may be provided to Motivcom and, if requested, The Panel on Takeovers and Mergers;
 - (b) a summary of the matters detailed in this letter may be included in the Scheme Circular; and
 - (c) a copy of this letter (executed by each party) may be required to be put on display pursuant to the City Code on Takeovers and Mergers.

Please indicate your agreement to be bound by the terms of this letter by signing below

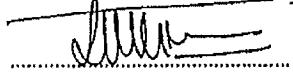
Yours faithfully


.....
Nigel Cooper


.....
For and on behalf of **Zebra 1234 Limited**

Execution Version

Acknowledged and agreed:

A handwritten signature in black ink, consisting of several loops and a horizontal stroke at the end, positioned above a dotted line.

For and on behalf of **Sodexo Motivation Solutions U.K. Limited**

