

EXECUTIVE EMPLOYMENT AGREEMENT

BETWEEN:

VEGANO FOODS INC., a British Columbia corporation with an address at 838 W Hastings Street, Unit 2301, Vancouver, BC V6C 1C8 (the “**Company**”)

AND:

CONOR POWER, an individual with an address at [REDACTED] North Vancouver, BC [REDACTED] (the “**Executive**”)

WHEREAS the Company wishes to employ the Executive, and the Executive wishes to be employed by the Company, on the terms and conditions set forth in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

PART 1 TERM, POSITION AND DUTIES

1.1 **Term.** The Executive’s employment under this Agreement commenced on March 1, 2020 (the “**Effective Date**”), and will continue on indefinitely unless and until terminated in accordance with the terms of this Agreement.

1.2 **Position and Duties.** The Executive will be employed in the position of **Chief Executive Officer** of the Company (the “**Position**”). The Executive will undertake and perform the duties and responsibilities commonly associated with the Position including, without limitation, those duties set out in Schedule “A” to this Agreement. During the Executive’s employment, other duties and responsibilities may be reasonably assigned to the Executive from time to time by the Board of Directors of the Company (the “**Board**”), provided that such duties and responsibilities are consistent with the Position.

1.3 **Performance and Fiduciary Duty.** The Executive represents and warrants to the Company that he has the required qualifications, skills and experience to perform the duties and exercise responsibilities that shall be required of the Executive under this Agreement. The Executive acknowledges and agrees that, as Chief Executive Officer of the Company, the Executive will owe a fiduciary duty to the Company. The Executive will at all times:

- (a) devote full-time effort and attention to the business and affairs of the Company,
- (b) perform the Services in a competent and efficient manner in a manner consistent with the Executive’s fiduciary obligations to the Company and in compliance with the Company’s policies, and will carry out all lawful instructions and directions from time to time given to the Executive;
- (c) use best efforts to promote the interests and goodwill of the Company;
- (d) not, during the term of this Agreement, engage in any business, enterprise or activity that detracts from the due performance of the Services or from the reputation of the Company; and

(e) refer and disclose to the Board all matters and transactions in which a potential conflict of interest between the Executive and the Company may arise and will not proceed with such matters or transactions until the Company's express, written approval thereof is obtained.

1.4 Policies. The Executive agrees to comply with all policies that apply to the Company's employees as may be issued by the Company from time to time. It is agreed that the introduction, amendment, and administration of such policies are within the sole discretion of the Company. If the Company introduces, amends or cancels any such policies, this will not constitute a breach of this Agreement.

1.5 Place. The Executive will perform the Services from the offices of the Company in the City of Vancouver, British Columbia, although the Executive will be expected to travel to, and perform the Services at, such other locations as may be determined by the Company from time to time.

1.6 No Overtime. The Executive acknowledges and agrees that the duties of the Position will require that the Executive works numerous hours at various times during the day and, accordingly, the Executive will not be entitled to be compensated for any overtime or irregular hours worked.

PART 2 COMPENSATION AND BENEFITS

2.1 Base Salary. For the Services rendered by the Executive under this Agreement, the Company will pay the Executive an annual base salary of CAD\$190,000 (the "**Base Salary**"). The Base Salary will be paid bi-monthly, or at such other time as the Executive and the Company may agree.

2.2 Stock Options: The Executive will be eligible for Company stock options to be granted pursuant to the terms and conditions of the Company's stock option plan (including provisions with respect to the termination of any such options), as may be determined by the Board from time to time. Nothing in the foregoing, however, shall require the Company to establish an option plan.

2.3 Benefits. The Executive shall participate in such benefit plans as the Company establishes from time to time for its Executives, including group health insurance, accidental death and dismemberment, group life insurance, short-term disability insurance, long-term disability insurance, drug coverage, and dental coverage. Nothing in the foregoing, however, shall require the Company to establish any benefit(s) program it does not have in place. The Company's obligation under any group benefit plan(s) shall be limited to payment of the employer's share of the premiums. All decisions regarding eligibility and coverage shall be made by the benefit carrier(s); the Company shall not bear any responsibility or liability for such matters. The Company reserves the right to amend, alter or vary the terms of the benefit plan(s), and/or change benefit carrier(s), from time to time at its sole discretion.

2.4 Vacation. The Executive will be entitled to 4 weeks' paid annual vacation per each calendar year, to be taken at a time or times which are approved by the Board (such approval not to be unreasonably withheld), but, taking into account the operational requirements of the Company and the need for the timely performance of the Services. The Executive will also generally be entitled to all statutory holidays, though the performance of the Services may require that the Executive work on such days, for which the Executive will not be compensated or given time in lieu thereof.

2.5 Unused Vacation. The Executive may carry forward a maximum of 5 days' unused annual vacation entitlement in any calendar year, which must be taken in the immediately following calendar

year at a time or times approved by the Board. Unused vacation may not be carried over for more than twelve months after the completion of each fiscal year and any unused vacation will be paid out in cash.

2.6 **Expenses.** The Company will reimburse the Executive for all reasonable travel and other out-of-pocket expenses incurred by the Executive directly related to the performance of the Services, subject to the policies of the Company from time to time. The Executive will account for all such expenses in accordance with the policies and directions provided by the Company.

2.7 **Standard Deductions and Payroll Procedures.** The Executive acknowledges and agrees that all compensation paid by the Company pursuant to this Agreement will be less statutory deductions and paid in a manner consistent with the general payroll practice of the Company from time to time.

PART 3 TERMINATION

3.1 **Termination for Just Cause.** The Company may terminate the Executive's employment at any time for Just Cause, without any notice, payment in lieu of notice, or severance compensation. For the purposes of this Agreement, "**Just Cause**" means any act, behaviour or omission that constitutes Just Cause for dismissal at law or any material breach of a provision of this Agreement by the Executive.

3.2 **Termination Death of Executive.** This Agreement will automatically terminate, without notice or payment in lieu thereof, upon the death of the Executive.

3.3 **Resignation.** The Executive may resign from his employment with the Company for any reason by providing 60 days notice in writing to the Company. The Company may elect to waive such notice and have the Executive's employment terminate prior to the effective date of resignation provided, and in such circumstances, the Company will pay the Executive an amount equal to the pro-rata Base Salary he would have received if he had remained actively employed by the Company until the end of his resignation notice period.

3.4 **No Payments in Certain Events.** Upon termination of the employment of the Executive for any reason set out in Sections 3.1 through Section 3.3, inclusive, the Executive (or the Executive's estate, as applicable) will be entitled only to compensation earned by the Executive before the effective date of termination calculated *pro rata* up to and including the effective date of termination, and will not be entitled to any notice, payment in lieu of notice, severance compensation, or other payments.

3.5 **Other Termination by the Company.** The Company may terminate this Agreement at any time, and for any reason, by providing six months' written notice pay in lieu thereof, or any combination thereof. If the Company elects to pay severance (the "**Severance Pay**") in lieu of any amount of any required notice period (the "**Covered Period**"):

- (a) the amount of the Severance Pay will be equal to the then-current Base Salary pro-rated for the Covered Period;
- (b) the Company will maintain the Executive's Benefits (as generally maintained by the Company in respect of its other Executives during the Covered Period); and
- (c) all payments will be subject to Section 2.7.

3.6 **Change of Control.** Notwithstanding Section 3.5, during the six month period after the occurrence of a Change in Control Event as defined below (the "**Window**"), the notice period required

under Section 3.5 will be increased by one month for each year of service up to a cumulative maximum of 6 months subject always to Section 2.8. For greater certainty, if the Company terminates this Agreement pursuant to Section 3.1 or 3.2, either during the Window or thereafter, it will have no additional payment, notice or severance obligation to the Executive in connection with this Section. A **“Change in Control Event”** means, other than as a transaction or series of transactions which involves a sale or issuance of securities or assets of the Company with which the Executive is involved as a purchaser in any manner, the occurrence of either:

- (a) any person or combination of persons directly or indirectly acquires a sufficient number of securities, or instruments convertible into securities, of the Company to control of the Company where such person did not have such control prior to such transactions, whether by way of (i) acquisition of previously issued securities, (ii) issuances from treasury, (iii) any business combination, consolidation, merger or amalgamation, or (iv) any combination thereof, where **“control”** means that the person or combination of persons holds shares or other securities in excess of the number which, directly or following the conversion or exercise thereof, would entitle the holders thereof to cast 50% or more of the votes attached to all shares of the Company which may be cast to elect directors of the Company, or
- (b) the sale or transfer of all or substantially all of the assets or undertaking of the Company to a person or combination of persons who, before such sale or transfer, did not have direct or indirect **“control”** of the Company

3.7 **Return of Materials.** All documents and materials in any form or medium including, but not limited to, files, forms, brochures, books, correspondence, memoranda, manuals and lists (including lists of clients, suppliers, products and prices), all equipment and accessories including, but not limited to, leased automobiles, computers, computer disks, software products, cellular phones and personal digital assistants. All keys, building access cards, parking passes, credit cards, and other similar items pertaining to the business of the Company that may come into the possession or control of the Executive will at all times remain the property of the Company and, on termination of the Executive’s employment for any reason, the Executive will promptly deliver to the Company all property of the Company in the possession of the Executive or directly or indirectly under the control of the Executive, and will not reproduce or copy any such property or other property of the Company.

PART 4

CONFIDENTIALITY; INTELLECTUAL PROPERTY; AND RESTRICTIVE COVENANTS

4.1 **Definitions.** In this Part:

- (a) **“Company Entities”** means Company and its affiliate, subsidiary and parent corporations, to the extent that such reference does not require any other party to be added as a party to this Agreement other than as a third party beneficiary, each of whom will be expressly deemed an intended third party beneficiary of this Agreement and will have the right to enforce the terms and conditions of this Agreement;
- (b) **“Company Inventions”** mean all Inventions that are Derived from Work;
- (c) **“Company Property”** means all Confidential Information, Work Product and Company Inventions;
- (d) **“Confidential Information”** means all information in any form (including all electronic, magnetic, physical, intangible, visual and oral forms) and whether or not such information has

been marked or indicated as confidential, that is known, held, used or disclosed by or on behalf of the Company Entities in connection with its business, and that, at the time of its disclosure (i) is not available or known to the general public, (ii) by its nature or the nature of its disclosure, would reasonably be determined to be confidential, or (iii) is marked or indicated as proprietary or confidential, and in any event includes trade secrets, know-how, supplier and customer information (whether past, present, future and prospective), strategic plans, source code and related data, financial information, marketing information, information as to business opportunities (including strategies and research and development), consultation records and plans, engineering data, third party data, Company Inventions, and Work Product, whether they are trade secrets or not;

(e) **“Derived from Work”** means Materials or Inventions conceived, developed, created, acquired, reduced to practice or otherwise made by the Executive either alone or with others during the term of this Agreement, whether or not during regular working hours and whether or not the Executive is or was specifically instructed to do so, that in any way relate to (i) the present or proposed programs, services, products or business of Company, (ii) tasks assigned to the Executive in relation to the this Agreement or arising from his duties of employment, or (iii) any Company Inventions, Work Product or Confidential Information;

(f) **“Intellectual Property Rights”** means, collectively, all proprietary rights provided or recognized under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world, including trade secret law, that may provide or recognize any right in Materials, Inventions, know-how, or the expression or use thereof, including (i) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (ii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

(g) **“Inventions”** means, collectively, whether patentable or not, discoveries, inventions, innovations, ideas, suggestions, technology, methodologies, techniques, concepts, procedures, processes, protocols, treatments, methods, tests, developments, scientific or other formulae and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing;

(h) **“Materials”** means, collectively, all materials in any form (including verbal, visual, magnetic, electronic, or physical), including any reports, documents, designs, compilations, products, works, and computer programs (including all source code, object code, compilers, libraries and developer tools, and any manuals, descriptions, data files, resource files and other such materials relating thereto), studies, reports, records, research, surveys, services, sales, patterns, machines, manufactures, compositions, technical data, devices, sketches, photographs, plans, drawings, specifications, samples, manuals, documents, prototypes, hardware, software and other equipment, working materials, findings and each and every portion thereof, and any and all revisions and improvements relating to any of the foregoing;

(i) **“Work Product”** means all Materials that are Derived from Work.

4.2 **Confidentiality.** The Executive acknowledges that in the course of his employment with the Company he will have access to and will be entrusted with Confidential Information. The Executive acknowledges that the secrecy of the Confidential Information is a proprietary right that the Company is entitled to protect. The Executive agrees that he will not, except as required by law, either during the term of this Agreement, or at any time thereafter, directly or indirectly, by any means whatsoever, divulge,

furnish, provide access to, or use for any purpose other than the purposes of the Company, any Confidential Information. For greater clarity, the parties hereby acknowledge and agree that:

(a) **Obligations**—at all times during and after this Agreement, the Executive will protect the Confidential Information using a reasonable degree of care, and will take all reasonable steps to safeguard the Confidential Information from unauthorized disclosure, and without limiting the foregoing will not, directly or indirectly, (i) copy or reproduce any of the Confidential Information, (ii) use any Confidential Information for any purpose other than the proper performance of the Executive’s duties, or (iii) disclose any of the Confidential Information except strictly to those of Company’s directors, officers, consultants, attorneys, accountants, advisors and personnel to whom disclosure is necessary to carry out the Executive’s duties;

(b) **Exceptions**—this imposes no obligation upon the Executive with respect to any information or part thereof that the Executive can establish with documentary evidence that, other than as a result of a breach of this Agreement, (i) was already known to, or in the possession of, the Executive at the time the Executive obtained it or access to it from Company in the same form and substance without a duty of confidentiality, (ii) is or becomes generally available to the public rightfully without restrictions of confidentiality, or (iii) becomes available to the Executive after the term of the Executive’s employment from a third party (other than any Company Entity) who has no obligation of confidentiality with respect thereto; and

(c) **Required Disclosures**—if the Executive is requested or required (including, without restriction, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) by any law to disclose any Confidential Information, the Executive may disclose strictly that Confidential Information for which disclosure is required to comply with any such applicable law, provided that the Executive (i) unless prohibited by such applicable law, provides the Company with written notice as soon as practicable in the circumstances so that the Company may contest the disclosure or seek an appropriate protective order, and (ii) cooperates reasonably and in good faith with the Company in its efforts to prevent, restrict or contest such required or requested disclosure.

4.3 **Ownership and Intellectual Property Rights.** The Executive agrees that all right, title and interest (including Intellectual Property Rights) in and to all Company Property, and all services and products which embody, emulate or employ any Company Property, are and will remain fully vested in the Company. For greater clarity, the parties hereby acknowledge and agree that Company Property includes Confidential Information, Work Product and Company Inventions regardless of whether they were conceived, developed, prepared, known, used or disclosed prior to the date of this Agreement or its execution. In connection with this, the following provisions apply:

(a) **Assignment**—to the extent that the foregoing does not fully vest in the Company all right, title and interest (including all Intellectual Property Rights) in and to any Company Property, the Executive hereby assigns to the Company or its nominee (or their respective successors or assigns), all of the Executive’s right, title and interest (including all Intellectual Property Rights) in and to such Company Property without further payment by Company (and, for greater certainty, this assignment includes any future-arising Company Property, which the Executive will be deemed to have automatically assigned pursuant to this provision as it arises without further instrument);

(b) **Opportunities**—if the Executive’s access, possession, use or creation of Company Property should give rise to a business opportunity to commercially exploit the Company Property, any such exploitation by the Executive, directly or indirectly, is strictly prohibited;

(c) **Disclosure**—the Executive will promptly disclose to Company, or any persons designated by Company, all Inventions that are Derived from Work, and agrees Company has all right, title and interest (including all Intellectual Property Rights) to such Company Inventions under this provision;

(d) **Third Party Rights**—the Executive agrees not to introduce into any Company Property any third-party Intellectual Property Right without first obtaining the written consent of Company and, if requested by Company, the third-party rightsholder;

(e) **Moral Rights**—the Executive hereby irrevocably waives for the benefit of the Company Entities and their successors or assigns any and all of the Executive’s moral rights or “*droits d’auteurs*” in respect of the Work Product.

4.4 **Return or Destruction.** Upon the request of Company, the Executive will immediately return or cause to be returned to Company all originals and copies in any form of Company Property (including Confidential Information or Work Product) in the Executive’s possession or control and will destroy or cause to be destroyed all originals, copies or other reproductions or extracts of such Company Property. For the purposes of this paragraph, information stored in electronic form will be deemed to be destroyed when the Executive performs a commercially reasonable application- or operating system-level delete function with respect to such data and thereafter does not directly or indirectly permit or perform any recovery or restoration of such Company Property whether through undeletion, archives, forensics or otherwise.

4.5 **Further Assistance.** The Executive agrees to assist the Company in every proper way to obtain and, from time to time, enforce the Intellectual Property Rights to the Company Property in any and all countries, and to that end the Executive will execute all documents for use in applying for, obtaining and enforcing the Intellectual Property Rights in and to such Company Property may desire, together with any assignments of Work Product or Company Inventions to Company or persons designated by it. The Executive’s obligation to assist Company in obtaining and enforcing such Intellectual Property Rights in any and all countries will continue beyond the termination of this Agreement.

4.6 **Representations and Warranties.** The Executive represents and warrants that the Executive is not subject to any contractual or other restriction or obligation that will in any manner limit the Executive’s obligations under this Part. The Executive represents and warrants having no continuing obligations to any person (a) with respect to any Work Product or Inventions in any way related to the Purpose or Engagement that exists as of the date of this Agreement or (b) that requires the Executive not to disclose any information or data under this Agreement.

4.7 **Restrictive Covenants.** The Executive will not, directly or indirectly, during this Agreement and for 12 months after the termination of this Agreement for any reason in any manner whatsoever:

(a) **Non-Compete:** anywhere in the area of the Lower Mainland of British Columbia, carry on, engage in, or be concerned with or interested in any business that is, or has any interest in any business that is, similar to or competitive with the business of the Company, provided that, notwithstanding this, the Executive may purchase or hold securities of any company (including any competitive company) in aggregate representing no more than 10% of the votes and equity attached to all issued securities of that company,

(b) **Non-Solicitation:** solicit any customers or suppliers of the Company or any of its subsidiaries to transfer business from the Company or any of its subsidiaries where such

solicitation has, or would reasonably be known to result in, a materially adverse affect on the Company or any of its subsidiaries, or

(c) **No Hire:** seek in any way to persuade or entice any person to terminate an employment or consulting position with the Company or hire or retain the services of any such person, provided that nothing in this provision shall prevent the Executive from directly or indirectly hiring or retaining any person pursuant to general, public job advertisements that are not targeted to Company personnel.

4.8 **Reasonableness.** The Executive agrees that:

(a) all restrictions contained in Part are reasonable and valid in the circumstances and all defences to the strict enforcement thereof by the Company are hereby waived by the Executive,

(b) each of the restrictions contained in this Part are each separate and distinct covenants, severable one from the other and if any such covenant or covenants are determined to be invalid or unenforceable, such invalidity or unenforceability will attach only to the covenant or covenants as so determined and all other such covenants will continue in full force and effect, and

(c) monetary damages for any breach this Part would be inadequate for the immediate and irreparable harm that would be suffered by the Company for any such breach, and so, on any application to a court, the Company will be entitled to temporary and permanent injunctive relief against the Executive without the necessity of proving actual damage to the Company.

4.9 **Representations and Warranties.** The Executive hereby represents and warrants that the Executive is subject to no contractual or other restriction or obligation that will in any manner limit the Executive's obligations under this Agreement or activities on behalf of the Company. The Executive hereby represents and warrants to the Company that the Executive has no continuing obligations to any person (a) with respect to any previous invention, discovery or other item of intellectual property or (b) that require the Executive not to disclose any information to the Company.

PART 5 OTHER PROVISIONS

5.1 **Entire Agreement.** This Agreement (together with the Company policies and documents referred to herein) constitutes the entire agreement and supersedes and fully replaces all other prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof, including any previous offer, letter, or agreement with respect to the employment of the Executive. Neither party has relied on any representation, warranty, covenant, obligation or statement that is not expressly set out in this Agreement. Notwithstanding the foregoing, the provisions of Part 4 are in addition to, and is not intended to replace or conflict with, any similar obligations that may exist between the Company member the Executive with respect to intellectual property or confidentiality, including without limitation common law duties of confidentiality or privacy that may be owed, and if there is any necessary conflict or inconsistency between such obligations and Part 4, the provision that are the most protective of the Company's proprietary interests will prevail in order to resolve the same.

5.2 **Waivers and Amendments.** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, only by a written agreement between the parties. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

5.3 **No Representation or Claims.** The Executive agrees that he has not been induced to enter into this Agreement by reason of any statement, representation, understanding or promise not expressly set out in this Agreement. The Executive has no claim against the Company arising from any services provided by him to the Company in any capacity prior to the effective date of this Agreement.

5.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

5.5 **Jurisdiction.** All claims, issues, disputes and controversies arising in connection with or out of this Agreement shall be adjudicated in the courts of British Columbia, which shall have exclusive jurisdiction with respect to all matters arising hereunder.

5.6 **Notices.** Any notice or other communication or writing required or permitted to be given under this Agreement or for the purposes of this Agreement will be in writing and will be sufficiently given if delivered personally to:

- (a) if to the Company, to the address first set out above to the attention of the Board of Directors, and
- (b) if to the Executive, to the address first set out above or, if the Executive is present during the business hours of the Company, to the Executive personally at the Company's place of business,

or to such other address as the party to whom such notice is to be given will have last notified the party giving the same in the manner provided in this Section. Any notice so delivered will be deemed to have been given and received on the day it is so delivered at such address, provided that such day is not a Business Day then the notice will be deemed to have been given and received on the Business Day next following the day it is so delivered. "**Business Day**" means any day that is not a Saturday, Sunday or civic or statutory holiday in the Province of British Columbia.

5.7 **Assignment.** This Agreement will enure to the benefit of and be binding upon the Parties hereto, their respective successors, heirs, representatives, administrators and the assigns of the Company. The Executive will not assign or transfer this Agreement or any of rights or obligations hereunder.

5.8 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. The parties hereto agree to negotiate in good faith to agree to a substitute provision which shall be as close as possible to the intention of any invalid or unenforceable provision as may be valid or enforceable.

5.9 **Interpretation.** Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement. Except as the context requires, the word "**including**" is not meant to be limiting (whether or not used with phrases such as "without limitation" or "but not limited to") and the word "**or**" is not meant to imply an exclusive relationship between the matters being connected. Any amount payable under this Agreement will be paid in Canadian currency.

5.10 **Independent Legal Advice.** The Executive acknowledges that the Company has recommended that the Executive obtain independent legal advice with respect to this Agreement, and that the Executive has had a reasonable opportunity to do so prior to executing this Agreement.

5.11 **Counterparts.** This Agreement may be executed in two or more counterparts, including by way of facsimile or other telecopied transmission, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

IN WITNESS OF WHICH, the parties have executed this Agreement with effect as of the day and year first above-written.

VEGANO FOODS INC.

Per: (signed) Alex McAulay
Authorized Signatory
Name: Alex McAulay
Title: CFO

Signed and Delivered by **Conor Power** in the presence of:

(signed) Stephanie Cook
Witness (Signature)
Stephanie Cook
Name (please print)

)
)
)
) (signed) Conor Power
) **CONOR POWER**
)
)

SCHEDULE “A”

The Position shall also include the following duties and responsibilities, some of which may only come apply once the Company becomes a public company:

Strategy and business development	<ul style="list-style-type: none"> • Formulate develop and implement, financial , operational and business development strategies of the Company in partnership with the Board, CFO and local and divisional management teams • Co-ordinate on-going analysis and assessment of and report on the Company’s strategies and identify areas for performance improvement • Take an active and lead role on: <ul style="list-style-type: none"> ○ evaluation of additional revenue streams ○ appraisal and implementation of new projects, investment, acquisitions, disposals, funding (including debt and ‘soft’ funding schemes for investment in development activities), group re-organisations etc.
Management and Leadership	<ul style="list-style-type: none"> • Provide guidance and leadership within the group in order to further the Company’s business strategies • Develop and mentor all management and senior personnel • Maintain regular dialogue with lower management • Engage in constructive discussions with management and other staff within the Company
Market reporting	<ul style="list-style-type: none"> • Prepare, review and validate Company announcements together with the Board and advisors • Participate and develop investor relations strategy including: <ul style="list-style-type: none"> ○ planning and carrying out roadshows ○ giving presentations ○ attending trade fairs ○ undertaking other similar PR /IR tasks as necessary from time to time
Financial matters	<ul style="list-style-type: none"> • Monitor and review monthly and annual consolidated financial and management reports • Ensure, with the CFO, that best practice systems, processes and standards are followed in the preparation of Financial and Management reporting at all divisions
Administrative and Statutory Management	<ul style="list-style-type: none"> • Attend all Board meetings of the Company and, when required, provide reports to the Board on all matters which the Board or the CFO considers appropriate • Communicate with brokers, analysts and investors as required and/or as directed by the Board
Compliance / Integrity / Risk	<p>Together with the CFO:</p> <ul style="list-style-type: none"> • ensure internal reviews / external audit recommendations are carried out to ensure compliance with accounting standards, laws and internal controls • promote the development of a robust system of internal control and ensure appropriate quality assurance and controls are in place and functioning correctly to enable business objectives to be met.. • assess and report on business risks as directed by the Board or considered necessary by the CFO • maintain the highest standards of integrity in all business matters • review and report on compliance with all commercial agreements • promote a positive, proactive safety culture throughout the Company