

**The Warehouse Group Limited**

**Director's Letter of Appointment**

[DATE]

[DIRECTOR]

[ADDRESS]

Dear

I am pleased to confirm an invitation to you for an appointment as a non-executive director ("Director") to the Board of The Warehouse Group Limited ("the Company").

For your benefit I have detailed below the formal terms and conditions that apply to the position of Director.

1. Term of appointment

The term of appointment commences on [DATE].

Continuation of your contract of appointment is contingent on ongoing satisfactory director performance and re-election at the next Annual Shareholders' Meetings which will be held on [DATE] at [VENUE].

2. Board committees

The Board has constituted five committees:

- Audit & Risk Committee
- Corporate Governance and Nominations Committee
- People and Remuneration Committee
- Disclosure Committee
- Health and Safety Committee.

From time to time the Board may request you to participate in, or remove you from, the Board committees. Participation is subject to your agreement. [I propose to recommend to the Board you are appointed to the [ ] Committee.]

3. Time commitment envisaged

Overall I anticipate a time commitment of two to four days per month after the induction phase. This will include attendance at a minimum of nine board meetings, the Annual Shareholders' Meeting, at least two to three strategy days, and, where appropriate, visits of an educational nature. Membership of a Board committee will also require your participation at those meetings. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.

By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role. Additional outside commitments should be discussed with me prior to acceptance to avoid any potential conflicts arising that might affect the time you are able to devote to your role as a non-executive director of the Company.

4. Powers and duties of Directors

The management and control of the business of the Company is vested in the Board by the Companies Act 1993. The Board's duties are set out in the Board Charter and include, amongst other things, the establishment of strategic policy, monitoring business and management performance, the appointment of the Group Chief Executive, approval of financial statements, approval of the business plan and the budget, approval of financial policies, review of operating results, oversight of risk management and

health and safety, ensuring the effectiveness of governance practices, succession planning and significant capital expenditure.

As a Director of the Company, you will be expected to participate and contribute to these matters.

The Board has delegated responsibility for the management of the Company through the Group Chief Executive to his or her direct reports, however ultimately responsibility for the Company's performance rests with the Board.

As a Director of the Company you are required to comply with the Company's Constitution and all relevant legislation and regulations in New Zealand as applicable from time to time.

5. Remuneration and other benefits

The level of remuneration payable to you will be in accordance with the fees schedule set by the Board based on a fee pool approved by shareholders. At present the base non-executive director's fee is NZ\$[ ] per annum plus additional fees for participation on committees. [Members of the [ ] Committee receive an additional fee of NZ\$[ ] per annum.]

Fees are paid monthly in arrears. In the event that you hold office for part of a year, fees will be pro-rated accordingly.

The Company does not provide superannuation arrangement or retirement allowances to non-executive directors.

The Company will reimburse you for all reasonable and properly documented expenses you incur in performing the duties of your office.

6. Outside interests

It is accepted and acknowledged that you have business interests other than those of the Company and must declare any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest these should be disclosed to me as soon as apparent.

7. Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior clearance from me.

Your attention is also drawn to the requirements under New Zealand legislation and regulations as to the disclosure of price sensitive information together with Company policy regarding authorised spokespeople. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from me.

8. Induction

The Company will provide a comprehensive, formal and tailored induction that will include:

- (a) meetings with the Group Chief Executive;
- (b) one-on-one meetings with key members of management; and
- (c) site visits.

The Company Secretary will also provide you with an induction pack of information concerning the Company. You should feel free to request any further information which you require either from me, or from the Company Secretary, at any time.

9. Review process and continuing education

The performance of individual directors, the whole Board and its committees is evaluated regularly. If there are any matters which cause you concern about your role you should discuss them with me as soon as is appropriate.

You agree that you will participate in continuous improvement programmes from time to time determined by the Board as being appropriate for Directors, at the expense of the Company.

10. Other support

The services of the General Counsel and Company Secretary are available to assist you with both day-to-day and specific matters in your role as a Director. Occasions may arise when you consider that you need professional advice in furtherance of your duties as a Director. Circumstances may occur when it will be appropriate for you to seek advice from independent advisors at the Company's expense. Copies of this advice will be made available to, and for the benefit of, all Board members, unless I agree otherwise. The Board's agreed procedure under which Directors may obtain such independent advice is outlined in the Board Charter - 'Access to independent advisers.'

11. Indemnity and insurance

The Company Secretary will provide you with a copy of the Directors' Deed of Indemnity. By agreeing to be appointed as a Director you will agree to be bound by the terms of the Deed of Indemnity.

The Company Secretary will also provide you with a copy of the Directors' and Officers' insurance policy. This policy will cover you from the date of your appointment.

12. Code of Ethics

The Company has developed a Code of Ethics. Please sign the attached copy of the Code and return.

13. Disclosure and compliance

You must disclose to the Company all information required to enable the Company to comply with the requirements of NZX Main Board Listing Rules, the Companies Act 1993 and any other relevant legislation or regulation. On an ongoing basis you are required to promptly provide the Company with details of any securities that you, your spouse, minor children and entities associated with you have in the Company. You may only trade in Company securities in accordance with the Company's Securities Trading Policy. The obligations in respect of Company securities continues for a six-month period following your ceasing to be a Director.

14. Vacation of office

You may cease to hold office as a Director:

- (a) at any time that you resign by written notice. It is desirable that you give me reasonable forewarning of any intention to resign or to not seek re-election where that is possible so that the Company can plan for succession of skills and experience;
- (b) in accordance with the law or the Company's Constitution as set out at clause [ ].

15. Announcement of your appointment

I will seek your clearance of an announcement to NZX and media of your appointment to the Board. This announcement will be made in accordance with the NZX Main Board Listing Rules after our Company Secretary receives a signed copy of this letter from you.

Please direct any enquiries to the Company Secretary but also feel free to call me if you would like clarification on any general matters.

I look forward to welcoming you to the Board.

Yours sincerely

[ ]

Chair

I have read and accept the terms of appointment as set out in this letter

Signed: \_\_\_\_\_

Name: [ ]

Date: [ ]