

BRAINSPARK PLC
12-16 Laystall Street, London EC1R 4PF
(Registered in England & Wales 392 6192)

Francesco Gardin
Via A Rosmini 7
Rovigo
45100
Italy

May 2010

Dear Francesco

APPOINTMENT AS DIRECTOR

The Board of the Company (the "Board") is pleased to confirm your appointment as an executive director on the following terms and conditions (the "Appointment").

- 1 The Appointment commenced on 5 February 2002 and (subject to the usual provisions for retirements and termination of appointment in the Company's articles of association and subject to earlier termination as provided in this letter) shall continue until terminated by either party upon giving not less than twelve months written notice PROVIDED THAT such notice shall not be capable of being given by either party to this Agreement until the second anniversary of the date upon which this Agreement is approved by the members of the Company.
- 2 During the continuance of the Appointment you shall be entitled to exercise such powers and functions and perform such duties in relation to the business of the Company as may from time to time reasonably be vested in or assigned to you by the Board.
- 3 Your principal responsibilities will be to assist the Board in the conduct of the business, provide a sounding board for ideas from executive directors, and generally to give all such assistance as may be deemed necessary to promote the objectives of the Company. More specifically you will be required to:
 - (a) review the general progress and plans of the Company, to ensure that it is correctly positioned to take maximum advantage of the prevailing opportunities;
 - (b) assist with the expansion of the Company into the international market; this would be achieved first by identifying suitable target countries and then by finding and helping to negotiate deals with the most appropriate partners and sponsors in those countries;
 - (c) assist with finding funding to match the Company's proposed developments.
- 4 From 29 September 2009, you will be paid a fee of £12,000 per annum payable monthly in arrears (together with VAT if applicable) on or around the last day of each month against production by you of a suitable invoice.
- 5 Subject to prior written approval of such expenses and production by you of such evidence as the Company may reasonably require in respect thereof, the Company will pay you the amount of any reasonable expenses wholly and necessarily incurred by you in the course of the Appointment.
- 6 Nothing in the Appointment will prevent you from being a non-executive chairman of any other company during the Appointment, provided in all cases that such directorship shall not entail or be

likely to lead to a breach of your confidentiality obligations to the Company or otherwise interfere in any way with the full and efficient performance of the Appointment.

8 You acknowledge that you shall not acquire rights or title to any intellectual property provided to the Company under the Appointment. The rights and title in all work product provided by you to the Company shall be and remain with the Company as shall those in any documents provided to you for the purposes of the Appointment

9 You shall not directly or indirectly accept any commission, rebate, discount or gratuity, in cash or in kind, from any person who has or is likely to have a business relationship with the Company or any company within its group.

10 You shall comply with all codes of conduct from time to time adopted by the Board.

11 The Company shall have the right to terminate the Appointment immediately without payment to you (other than for any figures by way of fee or expenses accrued due up to the date of that termination) if you:-

- (a) commit a substantial breach of any of your obligations hereunder and (if that breach is capable of remedy) fails to remedy it within the time reasonably permitted for this purpose in any notice in writing provided to it by the Company. It is acknowledged by the parties that the following breaches (without limitation) are not capable of remedy: a criminal act committed by you; a breach of your obligations of confidentiality;
- (b) die, become bankrupt, make any arrangement or composition with your creditors, have a receiver appointed over all or any of your assets or are convicted of an arrestable offence (other than a road traffic offence for which a non-custodial sentence is imposed);
- (c) fail for any reasons to attend Board meetings for a period in excess of six months;
- (d) become of unsound mind or are, or may be, suffering from mental disorder and either:
 - (i) you are admitted to hospital for treatment under the Mental Health Act 1983; or
 - (ii) an order is made by any competent court for your detention or for the appointment of a receiver or other person to exercise powers with respect to your property or affairs;
- (e) are disqualified from being a director of any company by reason of an order made by any competent court;
- (f) are guilty of any breach or non-observance of any code of conduct, rule or regulation referred to in this letter and such breach has actually or potentially a material adverse effect on the Company or its group and/or the business of the Company or its group.

12 On the termination of the Appointment for whatever reason you shall:-

- (a) deliver to the Company forthwith all property of its or any of its clients which may then be in your possession or control or that of any of your staff, including without limitation any records, plans, programs, designs, specifications, samples and documentation in any form and shall, in the case of any data held on your own computer erase all such data, code and programs;
- (b) cease to hold yourself out as in any way connected with the Company;
- (c) thereafter observe the duty of confidentiality as set out in this letter notwithstanding the termination of the Appointment.

13 You shall comply with all rules and regulations of the Alternative Investment Market of the London Stock Exchange plc ("AIM") in relation to your position with the Company, including the Model

Code for dealings by directors, the rules of AIM that apply to the Company and the City Code on Take-overs and Mergers.

- 14 Your attention is drawn to the "insider dealing" provisions of the Criminal Justice Act 1993.
- 15 The terms and conditions of this letter are in substitution for any previous agreements between the Company and any director of the Company and you (such agreements being deemed terminated by mutual consent on the date of this letter).
- 16 Nothing in this letter shall be construed as making you an employee of the Company for any reason.
- 17 Without limit in time or scope, you will maintain full and proper confidentiality in relation to all information belonging to the Company or any of its clients of a confidential nature whether oral, written or electronically recorded concerning the business and affairs of the Company and its clients and any other information specifically identified by the Company as confidential or known to you as being held by the Company under a duty of confidentiality to a third party. This obligation will not apply if you are ordered by a regulatory body court of competent jurisdiction to disclose such information provided that you notify the Company of the fact in sufficient time to allow the Company to respond to or challenge that order.
- 18 The Appointment shall be governed by and construed in accordance with the laws of England.

Please sign and return a copy of this letter to indicate that you agree to its terms.

Yours faithfully

Alfredo Villa

I agree to the foregoing

Francesco Gardin

Dated