



OLD MUTUAL

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Mr Patrick O'Sullivan,

4 August 2009

Dear Patrick,

Old Mutual plc — your appointment to the Board as Chairman

This letter sets out the terms of your appointment as Chairman of the Board of Old Mutual plc ("Old Mutual" or the "Company") with effect from 1 January 2010. It is agreed that this is a contract for services and is not a contract of employment.

Appointment

Your appointment as Chairman will be for an initial term of three years subject to: (i) your re-election at Annual General Meetings at which you are standing for election or re-election and otherwise to the provisions of the Company's Articles of Association; (ii) prior termination, which shall be at the discretion of either party upon one year's written notice; (iii) cessation by reason of your ceasing to be an "approved person" if required by the UK Financial Services Authority; or (iv) your reaching the Company's customary retirement age for directors (i.e. your 70th birthday).

Time commitment

The appointment requires you to allocate the time necessary to meet your responsibilities within this engagement and in line with the Walker Report. Overall we anticipate a time commitment of a minimum of two days per week on average. This will include attendance at scheduled and *ad hoc* Board meetings, the AGM and periodic site visits to the Group's businesses. Board meetings normally take place here in London, but we also currently have one each year in South Africa and sometimes one at another Group venue. In addition to the time involved in attending meetings, you will also 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 and that you will be giving up one of your other current public company non-executive directorships by no later than 1 January 2010. The agreement of the Senior Independent Non-executive Director should be sought before accepting additional commitments that might impact on the time you are able to devote to your role as Chairman of the Company

Role

The general legal responsibilities to the Company of any other director, and specifically of non-executive directors, and the Chairman are set out below.

The Board as a whole is collectively responsible for:

- providing entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- setting the Company's strategic aims, ensuring that the necessary financial and human resources are in place for the Company to meet its objectives and reviewing management performance; and
- setting the Company's values and standards and ensuring that its obligations to shareholders and others are understood and met.

All directors must take decisions objectively in the interests of the Company.

In addition to this, non-executive directors have responsibility for:

- *Strategy*. Non-executive directors should constructively challenge and help develop proposals on strategy;
- *Performance*. Non-executive directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- *Risk*. Non-executive directors should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible; and
- *People*. Non-executive directors are responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing and, where necessary, removing executive directors and in succession planning.

In addition to fulfilling the above requirements of the non-executive director role, the Chairman is specifically tasked with:

- Leadership of the Board, ensuring its effectiveness on all aspects of its role and setting its agenda;
- Ensuring that the directors receive accurate, timely and clear information;
- Ensuring effective communication with shareholders;
- Facilitating the effective contribution of non-executive directors and ensuring constructive relations between executive and non-executive directors; and
- Acting on the results of board performance evaluations by recognising the strengths and addressing the weaknesses of the board and, where appropriate, proposing new members to be appointed to the board or seeking the resignation of directors.

We would anticipate that as Chairman of the Board you would also chair the Nomination Committee and attend as an invitee, as appropriate, the Group Audit and Risk and Remuneration Committees. In accordance with best practice, we would ask you to develop and agree with the

Group Chief Executive a formal record of your and his respective roles and responsibilities, for submission to and approval by the Board.

Fees and Benefits

You will be paid a fee of £350,000 gross per annum (or pro rata for any period of less than a year) which will be paid monthly in arrear and be subject to annual review by the Board, the first such review to take place with effect from 1 January 2011. The Company will also reimburse you for all reasonable and properly documented travel and other expenses you incur in performing the duties of your office, including, but not limited to, reimbursement of travel costs from Switzerland while you are residing there, but on the basis that these will also be shared on a fair basis with other UK companies of which you are a non-executive director, when appropriate.

Travel and other expenses may be subject to guidelines from time to time and you will be informed and consulted about these. Under those guidelines as they currently stand you will be entitled to:

- first class air travel for you and your wife on Old Mutual long-haul overseas trips, with business class travel for short-haul flights; and
- payment of mobile phone call costs related to your role at Old Mutual.

The Company will provide appropriate secretarial, office and other administrative support as are necessary in connection with your duties from time to time, including the provision of a driver for the journeys related to your Chairmanship within the UK.

The Company will arrange for medical and other conventional insurances for you while engaged in Company-related business and your wife in line with that applicable to the other non-executive directors of the Company.

Outside interests

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. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Senior Independent Non-executive Director and Group Company Secretary as soon as apparent. We are happy for you to use your Old Mutual office and support arrangements to manage your outside affairs, subject to these not conflicting with or detracting from the performance of your duties as Chairman.

Confidentiality

All non-public 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 the Senior Independent Non-executive Director or, after your termination, the then Chairman of the Company, save that the foregoing shall not be taken from preventing you from disclosing any information as may be

necessary for the proper performance of your duties or as required by a court of competent jurisdiction or any regulatory or government body to whose jurisdiction you or the Company or any of its subsidiaries is subject.

Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Senior Independent Non-executive Director or the Group Company Secretary.

In common with the rest of the Board, you will be expected to comply with the terms of the Model Code of the UK Listing Authority for transactions by directors of listed companies (a copy of which has already been provided to you).

Insurance

The Company has directors' and officers' liability insurance and it is intended to maintain such cover for the full term of your appointment. A summary of the current cover has already been provided to you.

Induction

Immediately after appointment, the Company will provide a comprehensive, formal and tailored induction. We will also arrange for site visits and meetings with senior management and the Company's auditors.

Indemnity

On appointment, the Company shall enter into a Deed of Director's Indemnity in the form that we have mutually agreed.

Independent professional advice

Occasions may arise when you consider that you need professional advice in the furtherance of your duties as a director or as Chairman. Circumstances may occur when it would be appropriate for you to seek advice from independent advisers at the Company's expense.

Reasonable legal fees will be reimbursed by the Company if circumstances should arise in which it was necessary for you to seek separate legal advice about the performance of your duties. In such a situation, you are required to discuss the issue either with the Senior Independent Non-executive Director in advance.

Please confirm your agreement to the above matters by countersigning and returning the enclosed copy of this letter to the Group Company Secretary, Martin Murray.

Yours sincerely,

Old Mutual plc

I, Patrick O’Sullivan, confirm my agreement to the terms of appointment set out in the above letter.

Signed _____ Dated _____

