



9 January 2007

Mr Alan M Judes  
Strategic Remuneration  
2 Hampstead Heights  
London  
N2 0PX

Dear Alan

**Appointment as External Adviser to the Remuneration Committee**

Following the cessation of your employment with Hewitt Bacon and Woodrow on 5 July 2006, I write to confirm that at its meeting on 2 August 2006, the Remuneration Committee of Old Mutual plc (the Committee) expressed its wish to appoint you, under your consultancy, Strategic Remuneration, as its External Adviser, initially until the end of 2006. The Committee at its meeting on 12 December 2006 subsequently expressed its wish that you continue as its External Adviser until the end of 2007 under the Terms of Reference attached to this letter.

I also confirm that remuneration for the services rendered as External Adviser to the Committee may be charged on the same basis as that applied to services rendered to Old Mutual plc.

Perhaps you would confirm your agreement to this appointment by signing the enclosed copies where indicated and returning one copy to me.

Yours sincerely,

M.C. Murray  
Secretary to the Remuneration Committee

Accepted on behalf of Strategic Remuneration

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## Terms of Reference

The proposed terms of reference for the appointment are as follows:

1. The Consultant is appointed by the Remuneration Committee of the Board of Old Mutual plc to act as its independent remuneration consultant. The Remuneration Committee will review the appointment annually.
2. The Consultant has the right of direct access to the Committee and its Chairman at any time.
3. The Consultant is appointed to advise the Committee on:
  - 3.1 Remuneration matters in relation to the executive directors, the regional heads of business and the company secretary;
  - 3.2 Long-term incentive schemes; and
  - 3.3 Such other matters within the Committee's terms of reference as the Committee may from time to time request.
4. To enable the Consultant to perform its role, the Consultant will attend meetings of the Committee at which matters falling within the set terms of reference are to be discussed. For this purpose the Consultant will be provided with all relevant Committee papers.
5. To the extent required to enable it to perform its duties, the Consultant will liaise with the Company's Group Human Resources Department.
6. Where the Company wishes to obtain advice from the Consultant, requests shall be made on behalf of the Company by the Chairman of the Remuneration Committee, or with the permission of the Chairman of the Remuneration Committee. If the Chairman of the Remuneration Committee considers that there is a conflict of interest then the Company will instruct a different firm to obtain advice. The Committee will monitor practice in the UK in connection with the appointment of consultants.
7. The Consultant shall draw to the Committee Chairman's attention any circumstances, which it believes might give rise to a conflict of interests.