

**ATHENEUM LIMITED**

**AND**

**Fasan Oluwabukola**

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**EMPLOYMENT AGREEMENT**

This Agreement is between:

Onract Ltd, 9 Oxford Court, Manchester, M2 3WQ (“us”, “our” or “we”); and

Fasan Oluwabukola, Plot 12, Ogunmolahan layout, Oke-Ogba, Akure, Nigeria (“you”).

## **1. STARTING EMPLOYMENT**

- 1.1 Your employment under this Agreement will start on 1st December 2022. No previous employment will count as continuous with your employment under this Agreement.
- 1.2 You warrant that you are not bound by any obligations that restrict you from starting employment or from carrying out any of your duties under this Agreement and you undertake to indemnify us against any claims, costs, damages, liabilities, or expenses which we may incur as a result if you are in breach of any such obligations.

## **2. RIGHT TO WORK IN THE UNITED KINGDOM**

- 2.1 You warrant that you are not entitled to work in the United Kingdom and that you will notify us if you are to be so entitled.
- 2.2 The following provisions apply if your stay in the UK is subject to a time limit.
- 2.3 You must tell us immediately of any changes in your immigration status or personal circumstances which may affect your right to work in the UK.

## **3. JOB TITLE AND DUTIES**

- 3.1 Your job title will be UI/UX Designer.
- 3.2 We may change your job title from time to time as we consider reasonable or necessary only if you agree to this change.
- 3.3 You must be adaptable and carry out any duty consistent with your job title that we may assign to you and comply with any reasonable instruction that we give you.
- 3.4 During your employment, you must:
  - 3.4.1 use your best endeavours to promote, protect, develop and further our business and the business of any Group Company;
  - 3.4.2 unless prevented by incapacity, devote the whole of your time, attention and abilities to our business;
  - 3.4.3 diligently exercise such powers and perform any duties that we may assign to you;
  - 3.4.4 comply with all reasonable and lawful directions that we may give you;

- 3.4.5 ensure that you maintain the highest standards of conduct at all times and conduct your personal and working life in a way that does not damage or risk damaging our reputation;
- 3.4.6 familiarize yourself and comply with any policies, procedures and rules that we may issue from time to time;
- 3.4.7 report your own wrongdoing and any wrongdoing or prospective wrongdoing of any other employee or director of ours or of any Group Company to us immediately on becoming aware of it;
- 3.4.8 promptly disclose to us any information which comes into your possession which may materially adversely affect our interests, including any information about another employee's plans to compete with us (even if doing so might involve disclosing information relating to your own activities);
- 3.4.9 not knowingly or deliberately do anything to our detriment or of any Group Company's detriment including having any involvement in any situation whereby work or business opportunities are or may be diverted away from us or of any Group Company or discussion with any other employees of ours or of any Group Company, head hunters or potential employers about leaving your employment to join a new employer as part of a team of more than one person.
- 3.4.10 not exceed the limits of any authority that we give you from time to time; and
- 3.4.11 not commit us to any expenditure or obligations of an unusually onerous or exceptional nature without the prior consent of the Managing Directors.
- 3.5 We may require you to carry out work for, or assign your employment to, any Group Company at any time.

#### **4. WORKING HOURS**

- 4.1 Your core working hours are from 9.00 a.m. to 5.00 p.m. Monday to Friday. Within that, you shall have an hour for lunch each day, which shall be unpaid. You may be required to work additional hours, including hours at weekends or during public holidays, whenever this is reasonably necessary to carry out your duties properly. This has already been considered in determining your salary and benefits and you will not be entitled to extra pay if you work additional hours. We may vary your core working hours from time to time on reasonable notice. We may require you to keep such records and permit such monitoring or restrictions of your working time as we require.
- 4.2 You agree that you may work for more than an average of 48 hours a week unless you notify us in writing at the time of signing this Agreement that you do not wish to do so. If you change your mind about the agreement to work for more than an average of 48 hours a week, you must give us three months' notice in writing.
- 4.3 If we request, you must keep such records and permit such monitoring or restrictions of your working time as we require.

## **5. PLACE OF WORK**

- 5.1 Your normal place of work will be a place of your own chosen as this role is a remote role.
- 5.2 Where we have reasonable grounds for doing so, we may change your normal place of work to any other location on giving you reasonable advance notice.

## **6. PROBATIONARY PERIOD**

- 6.1 The first 6 months of your employment with us will be a probationary period, during which:
  - 6.1.1 either you or we may terminate your employment by giving to the other not less than two weeks' notice in writing (which may expire after the end of the probationary period); and
- 6.2 We may extend the duration of your probationary period for such period as we consider appropriate by giving you notice in writing before the expiry of the probationary period. If we consider it appropriate, we may exercise the power to extend on more than one occasion.
- 6.3 Your probationary period will continue unless and until you receive notice in writing from us to confirm that it is ended.

## **7. SALARY AND EXPENSES**

- 7.1 Your basic salary will be ₦840,000 per year.
- 7.2 We will pay your salary monthly in arrears on or before the last working day of each month by transfer into a Nigerian bank account of your choice.
- 7.3 We may review your salary from time to time. However, there is no right to a review or to an increase. When reviewing salaries, we may consider whatever factors we consider appropriate. These will not necessarily be the same from year to year or as between employees of similar status. Any increase is discretionary. We will not pay any increase (whether notified to you or not) if either party has given the other notice of termination of employment before that increase takes effect.
- 7.4 We will reimburse all reasonable business expenses if they are supported by receipts and properly and necessarily incurred by you in the proper performance of your duties in accordance with our current expenses policy.

## **8. BONUSES**

- 8.1 We may award bonuses from time to time depending on your role.

- 8.2 If you are eligible to be considered for a bonus, we will confirm the arrangements applicable to any such bonus scheme to you in writing, which we may change from time to time. Although we aim to give notification at or before the start of the relevant financial year, we may notify you during that financial year. If your bonus or commission is dependent on you meeting targets, the decision as to whether you have achieved that target will be at the absolute discretion of the Company.
- 8.3 You will not be eligible to receive a commission or bonus payment if at the date on which the bonus or commission is paid you are no longer employed by us, or if either party has given the other notice of termination of employment.
- 8.4 Award of a bonus in one year will not give you any right to be awarded a bonus in any subsequent year. The amount of bonus or commission awarded in one year should not be taken as an indication of likely bonus awards in subsequent years. We may, at any time, replace or discontinue a bonus scheme in respect of subsequent years.
- 8.5 Payments made in respect of bonus will not be consolidated into base salary, nor will they count towards any remuneration-related benefits such as pension entitlement or life assurance.

## **9. BENEFITS**

- 9.1 You will be entitled to participate at the same level as other employees at your level.
- 9.2 Your participation in any such benefits will be subject to the terms of the relevant scheme and conditional on you meeting and continuing to meet the relevant provider's eligibility terms. Where applicable, your receipt of any benefits that involve a payment to be made to you will be conditional on us receiving those benefits from the insurer.
- 9.3 Should we put such schemes in place, we may discontinue or replace those schemes at any time, as we think fit, regardless of whether that may result in the loss of any benefit you may be receiving or about to receive at the time. For the avoidance of doubt, should a permanent health insurance ("PHI") scheme or any other benefit be put in place, whether you are in receipt of benefits under the current or any replacement PHI scheme or any other scheme, we may terminate your employment for any reason even if such termination results in you losing any existing or prospective benefits under any such scheme.
- 9.4 You will be entitled to an health insurance scheme which will be assigned to you after your period of probation.

## **10. PENSION**

- 10.1 We will not be liable for a pension at this time as you are considered a permanent contract employee.

## **11. HOLIDAYS**

- 11.1 Our holiday year runs from 1 January to 31 December.
- 11.2 In addition to public holidays, you will be entitled to 15 days' paid holiday in each complete holiday year.
- 11.3 If you start your employment with us part-way through a holiday year, your entitlement to holiday will be calculated on a pro rata basis. Any entitlement to a part day's holiday will be rounded up to the nearest half day.
- 11.4 Your entitlement to holiday will accrue daily and, subject to obtaining advance approval from your manager, you may take holiday entitlement before it has accrued (although you cannot take holiday entitlement from any following holiday year).
- 11.5 You may only take holiday at times that we have approved. You should always give reasonable advance notice of any proposed holiday dates. In the unlikely event that we require you to cancel approved pre-booked holiday for business reasons, you will be reimbursed for any irrecoverable costs and every effort will be made to agree suitable alternative holiday dates with you.
- 11.6 You will not be allowed to carry forward any holiday from one holiday year to the next.
- 11.7 You will have no entitlement to be paid in lieu of accrued but untaken holiday other than on the termination of your employment.
- 11.8 If we or you have given the other notice of termination of employment, we may require you to use any remaining holiday entitlement during the notice period.

## **12. TERMINATION OF EMPLOYMENT**

- 12.1 You may terminate your employment at any time for any reason by giving us not less than a month notice in writing. We may terminate your employment at any time for any reason by giving you not less than a month notice.
- 12.2 Instead of requiring you to work during your notice period (or any remaining part of it), we may at our absolute discretion choose to terminate your employment immediately and pay a sum equivalent to your gross basic salary (less appropriate PAYE deductions) in lieu of your notice period (or the remaining part of it) only.
- 12.3 For the avoidance of doubt, the payment in lieu of notices specified at clause 15.2 ("PILON") shall not include any element in relation to:
- 12.3.1 any bonus or commission payments which may otherwise have been due during the period to which the PILON relates.

- 12.3.2 any payment in respect of benefits to which you would have been entitled during the period to which the PILON relates; and
  - 12.3.3 any payment in respect of any holiday entitlement which would have accrued during the period to which the PILON relates.
- 12.4 In the event we choose to terminate your employment under clause 15.2, the Termination Date shall be the earlier of:
  - 12.4.1 the date on which we inform you that your employment has been so terminated; and
  - 12.4.2 the date on which you receive the relevant sum.
- 12.5 We may at any time during your notice period require you to remain away from our premises; to work from home; to carry out special projects outside the normal scope of your duties; not to contact clients/customers/suppliers; not to contact any other employee without our permission and not to carry out some or all your normal duties. We may appoint another person to carry out any of your duties at such times. If we exercise this right, you will receive the salary and benefits to which you are entitled and you must:
  - 12.5.1 continue to comply with your implied duties, including those of good faith and fidelity; and
  - 12.5.2 continue to comply with the express duties set out in this Agreement, except those from which we explicitly release you.
- 12.6 We may terminate your employment immediately without notice or payment in lieu of notice or provision of benefits if:
  - 12.6.1 you commit any serious or repeated breach or non-observance of this Agreement or refuse or neglect to comply with any reasonable and lawful directions of ours;
  - 12.6.2 we reasonably consider that you are guilty of gross misconduct;
  - 12.6.3 we reasonably consider that you have been negligent and/or incompetent in the performance of your duties;
  - 12.6.4 we reasonably consider that you have materially damaged or risk materially damaging your own or our reputation;
  - 12.6.5 you are, in the opinion of a medical practitioner, physically or mentally incapable of performing your duties and may remain so for more than three months, and the medical practitioner has given a medical opinion to that effect to us;
  - 12.6.6 you are in breach of any warranty given in this Agreement;
  - 12.6.7 you fail or cease to meet the requirements of any regulatory body whose consent is required to enable you to undertake all or any of your duties under

- this Agreement or are in serious breach of the rules and regulations of such regulatory body or of any of our or any Group Company's compliance manual;
- 12.6.8 you become prohibited by law from being a director, whether or not you are a director of the Employer or any Group Company at the time;
- 12.6.9 you become bankrupt or make any arrangement or composition with or for the benefit of your creditors generally;
- 12.6.10 you fail to comply with your obligations under the Bribery Act 2010 or our compliance policies; or
- 12.6.11 you are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed).
- 12.7 Our rights under clause 12.6 are without prejudice to any other rights that we might have at law to terminate your employment or to accept any breach of this Agreement by you as having brought this Agreement to an end. Any delay by us in exercising our rights to terminate shall not constitute a waiver thereof.
- 12.8 On termination of your employment however arising you shall not be entitled to compensation for loss of rights or benefits under any share option, bonus, long-term incentive plan or other profit sharing scheme operated by us or a Group Company in which you may participate.

### **13. RETURN OF PROPERTY AND PASSWORDS**

- 13.1 Upon termination of your employment (however arising) you must:
- 13.1.1 immediately return all items of our property which you have in your possession or under your control in connection with your employment (including any car, keys, security pass, mobile phone, computer, disks, tapes, memory sticks, business cards, credit cards, documents or copies of documents);
- 13.1.2 if you have any document or information belonging to us on a personal computer or any other storage medium (which is not to be returned under clause 16.1.1), forward a copy to us and then irretrievably delete the document or information. You will permit us to inspect any such computer or any other storage medium on request to ensure such steps have been taken; and
- 13.1.3 provide a signed statement that you have fully complied with your obligations under this clause together with such reasonable evidence of compliance as we may request.
- 13.2 If asked to do so, you must inform us of any computer passwords used by you in the course of your employment or any passwords of which you are otherwise aware.



- 13.3 We may withhold payment of your final salary or any other payment due or outstanding upon termination of your employment until you have fully complied with your obligations to return property and reveal passwords.

#### **14. GRIEVANCES, DISCIPLINARY ISSUES AND SUSPENSION**

- 14.1 If you have a grievance relating to your employment, you should raise this in the first instance with your manager or such other person identified in our grievance procedure.

- 14.2 We have a Disciplinary and Performance Improvement Procedure. This is a policy document designed to apply where a disciplinary issue is contemplated. The procedure includes:

16.2.1 the disciplinary rules applicable to you; and

16.2.2 an appeal procedure designed to apply where you are dissatisfied with any disciplinary decision relating to you. Such an appeal should be made to the Managing Director or such other person identified in our grievance procedure.

- 14.3 We may suspend you for however long we consider appropriate to investigate any aspect of your performance or conduct or to follow disciplinary proceedings. We may attach conditions to any such suspension. You must comply with any such conditions and co-operate fully with any investigation. During any period of suspension, you would normally receive the same pay and benefits as if you were at work, although we reserve the right to withdraw and/or defer pay and/or benefits in appropriate circumstances. Before doing so, we would normally follow the procedure set out in the Disciplinary and Performance Improvement Procedure.

- 14.4 The Grievance and Disciplinary and Performance Improvement Procedures are policy documents only. As policy documents, neither forms part of your terms and conditions of employment and accordingly we may change them from time to time or decide not to follow them. Copies are available from Human Resources.

#### **15. NOTIFICATION OF BREACHES**

If you believe that we are in breach of contract in any respect, you must inform us as soon as possible with particulars of the alleged breach and give us a reasonable period of no less than 28 days to remedy it.

#### **16. RECONSTRUCTION AND AMALGAMATION**

If your employment is terminated at any time by reason of a reconstruction or amalgamation of us, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no

less favourable than the terms of this Agreement, you shall have no claim against us or any such undertaking arising out of or connected with your termination.

## **17. CONFIDENTIALITY**

17.1 During and after your employment, you must not (unless required to do so by law or doing so in properly performing your duties under this Agreement):

17.1.1 use any trade secrets or Confidential Information for any purposes other than ours; or

17.1.2 disclose any trade secrets or Confidential Information to any person.

17.2 The restrictions in clause 26.1 shall not prevent the disclosure by you of information to:

17.2.1 a relevant regulator for the purposes of reporting misconduct, or a serious breach of a regulatory requirement;

17.2.2 an appropriate person for the purposes of making a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996 (provided

that such disclosure is made in the public interest and in an appropriate way to an appropriate person having regard to the provisions of the Employment Rights Act 1996;

17.2.3 a law enforcement agency, regulatory body or public body for the purposes of reporting an offence or co-operating with a criminal investigation or prosecution, a regulatory investigation or public inquiry;

17.2.4 a Court or Tribunal of competent jurisdiction in compliance with an order to give evidence and/or in the course of giving evidence; and/or

17.2.5 recruitment consultants and prospective employers to the extent necessary to discuss your employment history, and shall cease to apply to any information which may become available to the public generally otherwise than through any breach by you of the provisions of this Agreement or other default by you.

## **18. PERSONAL INFORMATION**

18.1 We aim to comply with the provisions of the Data Protection Act 1998 and have adopted a Data Protection Policy, which includes an explanation of what data we process about you, and the purposes for which we do so.

18.2 You consent to our processing personal information about you where this is necessary for reasonable business purposes including (without limitation) sharing appropriate information on a confidential basis with third party benefits providers and payroll operators.

18.3 You must tell us of any changes in your home address and other contact details.

## **19. MONITORING**

We may monitor our premises and the use of our communication facilities. The circumstances and purposes for which we do so are to ensure compliance with the law, relevant regulations and your contractual obligations and to establish facts relevant to the business. This is a policy document which does not form part of your terms and conditions of employment and which may be changed from time to time.

## **20. INTELLECTUAL PROPERTY**

20.1 You acknowledge and agree that any work created or developed by you (whether alone or jointly) during your employment will belong to us if it:

20.1.1 is capable of exploitation by us in the normal course of our business; or

20.1.2 is so created or developed during or in connection with your employment by us.

20.2 To the extent that they do not vest automatically, you assign to us all copyright, design rights and other intellectual property rights in any such work and undertake to do anything reasonably required to ensure that such rights belong to or are assigned us and to assist us in protecting or maintaining them.

20.3 If any moral right under the Copyright Designs and Patents Act 1988 arises in respect of any work created or developed by you (whether alone or jointly) during or in connection with your employment you will:

20.3.1 waive such rights as against us and our employees; and

20.3.2 exercise such rights against any third party only as we request and in accordance with our directions.

## **21. HEALTH AND SAFETY**

21.1 In accordance with health and safety legislation, you must:

21.1.1 take reasonable care for the health and safety of yourself and other persons who may be affected by your acts or omissions;

21.1.2 co-operate with us to enable us to ensure so far as is reasonably practicable the health, safety and welfare at work of all our employees and to comply with any other duties or requirements relating to health and safety; and

21.1.3 not interfere with or misuse anything provided by us in the interests of health, safety or welfare.

## 22. RESTRICTIONS AFTER EMPLOYMENT

### 22.1 In this clause:

**“Client”** means any Person who at any time during the period of 12 months immediately before the Termination Date was a client of ours or any Relevant Group Company:

22.1.1 with whom you had material dealings or for whom you had responsibility on behalf of us or any Relevant Group Company at any time during that period; or

22.1.2 in respect of whom you obtained or otherwise received Confidential Information;

**“Confidential Information”** has the meaning set out in the “Definitions” clause below;

**“Directly or Indirectly”** means directly or indirectly on either your own account or in conjunction with or on behalf of any other Person; **“Key Person”** means any individual

- (a) who at any time during the period of 12 months immediately before the Termination Date was engaged or employed as an employee, director or consultant by us or any Relevant Group Company (other than an individual in business on his/her own account providing professional independent advisory services to us or any Relevant Group Company);
- (b) with whom you worked to a material extent or for whom you had managerial responsibility at any time during that period; and
- (c) who was employed or engaged during that period in a senior, financial, managerial, creative, account handling, technical, sales, professional or equivalent capacity;

**“Materially Involved”** means Directly or Indirectly employed or engaged by or interested in, other than as a shareholder of up to 3% of the issued shares of any company listed on any recognised investment exchange for the purposes of investment only, where recognised investment exchange has the meaning given in section 285 of the Financial Services and Markets Act 2000;

**“Person”** means individual, firm, company, association, corporation or other organisation;

**“Prospective Client”** means any Person who at any time during the period of 12 months immediately before the Termination Date had Relevant Discussions in which you were materially involved, for which you had responsibilities or about which you obtained or otherwise received Confidential Information;

**“Relevant Discussions”** mean any discussion, pitch, tender, presentation, negotiation or invitation to enter into or participate in any discussion, pitch, tender, presentation or negotiation, with us or any Relevant Group Company, with a view to receiving products or services from us or any Relevant Group Company;

**“Relevant Group Company”** means any Group Company for which you carried out work or had responsibility both in the period of 12 months immediately prior to the Termination Date and in the course of your employment by us;

**“Restricted Products or Services”** means any products or services which compete with or are of the same or similar kind as any products or services:

- (a) provided by us or any Relevant Group Company in the ordinary course of our or their business during the period of 12 months immediately before the Termination Date; and
- (b) in respect of which you were directly concerned, were materially involved or had responsibility during your employment by us; or
- (c) about which you obtained or otherwise received Confidential Information;

**“Termination Date”** means the date of termination of your employment with us.

22.2 In order to protect our and any Relevant Group Company’s confidential information, trade secrets, goodwill, customer/client base, potential customer/client base, supplier base, other business connections and stable workforce, you agree to be bound by the restrictions set out below.

22.3 For the periods set out below immediately following the Termination Date you will not either Directly or Indirectly without written consent from us:

- (a) for 12 months in competition with us or any Relevant Group Company be Materially Involved with any Person providing Restricted Products or Services within the Restricted Area;
- (b) for 12 months encourage or try to encourage any Client or any Prospective Client either not to give custom or to take custom away from us or any Relevant Group Company;
- (c) for 12 months in competition with us or any Relevant Group Company either:
  - (i) solicit or try to solicit the custom of any Client or any Prospective Client with a view to supplying that Client or Prospective Client with Restricted Products or Services; and/or
  - (ii) supply Restricted Products or Services to any Client or any Prospective Client; (d) for 12 months:
    - (i) entice away or try to entice away from us or any Relevant Group Company any Key Person and/or;
    - (ii) employ or enter into partnership or association with or retain the services of any Key Person or offer to do so;

- 22.4 Any period of restriction set out above will be reduced by one day for every day during the notice period which we required you both to remain away from our premises and not to carry out your normal duties.
- 22.5 You undertake that:
- 22.5.1 if you receive an offer of employment or engagement with a Person other than us or any Group Company, either during your employment or during the period for which the restrictions set out above remain in force, you will immediately provide that Person with a complete copy of this clause and the relevant definitions; and
- 22.5.2 if you accept the offer, you will immediately notify us of the identity of the Person and your acceptance of the offer.
- 22.6 You agree that we are entering into the above restrictions and all relevant definitions for our own benefit and as trustee for each Relevant Group Company.

## **23. NOTICES**

- 23.1 Notices pursuant to this Agreement (including notice of termination):
- 23.1.1 must be in writing addressed:
- (a) in the case of notices to us, to your immediate manager at the manager's normal place of work; and
  - (b) to you at your normal place of work, home address or at your work email address (or such other physical or email address as you may have notified to us for correspondence; and
- 23.1.2 will be effectively served:
- (a) in the case of any hand-delivered letter (or, in your case, any email), on the date of receipt if received on a business day before 6pm or on the following business day if received after 6pm on a business day or on any other day; or
  - (b) on the second business day following the day of posting from within the United Kingdom of any letter sent by first class prepaid mail, save that a notice posted to an overseas address by any prepaid airmail letter shall be served on the fifth business day after posting.
- 23.2 You agree that any notice to be given to you by us under this Agreement may either be given directly by us, or on our behalf by our main holding company.

## **24. THIS AGREEMENT**

- 24.1 This Agreement will be governed by the laws of England and Wales and the Courts of England and Wales will have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with it or its foundation (including non-contractual disputes or claims).
- 24.2 By signing this Agreement, you confirm that you are not entering into employment with us in reliance upon any oral or written representations made to you by us or on our behalf.
- 24.3 The benefit of each agreement and obligation under clauses 21 (Confidentiality) and 26 (Restrictions after employment) of this Agreement may be assigned to and enforced by the Company, any Group Company and/or all successors and assigns for the time being of the Company and/or any Group Company and such agreements and obligations shall operate and remain binding notwithstanding the termination of this Agreement. Save as provided for in this clause 29.3, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 24.4 This Agreement contains the entire agreement between you and us in connection with your employment. With effect from the date upon which your employment under this Agreement starts or started, this Agreement replaces all previous agreements, promises, assurances, warranties, representations and understandings between you and us (whether in writing or not) connected with your employment by us.
- 24.5 There are no collective agreements that affect the terms and conditions of your employment.
- 24.6 The Company reserves the right to make reasonable changes to this Agreement to reflect the changing needs of its business and to comply with new legislation. You will be notified in writing of any such changes.
- 24.7 Save in respect of changes notified to you in accordance with clause 29.6 of this Agreement, any variation to this Agreement shall not be effective unless set out in writing and signed by both parties (or their authorised representatives).

## **25. INTERPRETATION**

- 25.1 In this Agreement:

**“Board”** means the board of directors of the Employer from time to time or any committee duly authorised by it;

**“Confidential Information”** means any confidential information, including but not limited to:

- (a) lists of our or any Group Company’s actual or potential clients;

- (b) details of relationships or arrangements with or knowledge of the requirements of our or any Group Company's actual or potential clients, including terms of business and pricing arrangements in force or under discussion;
- (c) details of our or any Group Company's business methods, finances, prices or pricing strategy, marketing or development or management plans or strategies or forecasts;
- (d) details of any tenders, pitches or presentations proposed or made by us or any Group Company;
- (e) personal information about any of our directors or employees;
- (f) information divulged to us or any Group Company by a third party in confidence;
- (g) processes, technologies, programming, coding, development and operating practices in connection with our expert network model; and
- (h) any information relating to us or any Group Company or any of our clients which we, Group Company or the client in question reasonably considers (or is likely to consider) to be confidential.

Confidential Information does not include information which is generally known or easily accessible by the public, unless it is generally known or easily accessible by the public because of a breach of your obligations.

**"Group Company"** means any holding company or subsidiary of the Employer from time to time and any other subsidiary of any holding company of the Employer from time to time, holding company and subsidiary meaning a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights;

**"Intellectual Property Rights"** means:

- (a) patents, petty patents, short term patents, utility models, registered designs, trade or service marks, copyright, performance rights, unregistered



design rights, database rights, rights in any compilation of data, rights in any trade, brand or business names, rights in any trading style or get-up, rights in goodwill or any other intellectual property rights in any part of the world whether registered or unregistered; and

- (b) any application for or any right to apply for registration of any such right; and
- (c) any revival, extension or renewal of any such right; and
- (d) the benefit (subject to the burden) of any agreement, arrangement or licence in connection with any such right;

**“SSP”** means statutory sick pay;

**“Written”** or **“in writing”** includes any methods of representing or reproducing words in a legible and non-transitory form, including by way of electronic communications.

- 25.2 The headings in this Agreement are intended for convenience only and shall not affect its construction.
- 25.3 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

SIGNED on behalf of the Employer Tobi Taiwo

DATED \_\_\_\_\_

I have read, understood, agree and accept the terms and conditions of employment set out in this Agreement.

SIGNED by you \_\_\_\_\_

DATED \_\_\_\_\_