

09 December 2021

Brendan Jobus  
Via email: brendanjobus@gmail.com

Dear Brendan

I am delighted to offer you employment as an intern at a salary of €27,000.00 per annum.

As agreed, you will commence your new role on 10 January 2022.

Full details of all the terms and conditions of your employment are contained in the attached Employment Contract.

This offer is made subject to the Conditions of Offer overleaf and in accordance with the terms and conditions detailed in the attached Contract of Employment.

In particular, you should be aware that this offer is subject to satisfactory background checks consisting of Employment verification; highest educational/vocational qualification verification; global sanctions check; basic Criminal Records Bureau check and credit check.

**On your first day of employment we will also require documentary evidence of your right to work in Ireland. Failure to provide these may result in your employment being terminated.**

I would be grateful if you could confirm your acceptance of this offer by signing the contract and returning a copy to [ukvisas.international@relx.com](mailto:ukvisas.international@relx.com) by 16 December 2021.

Should you have any queries regarding your contract and terms and conditions, please feel free to speak to a member of the UK HR Shared Services team on +44 (0) 20 3429 5800.

Due to the COVID-19 situation, we will not be welcoming you on your first day of employment at one of our offices. However, your manager will be in touch with you in the run up to your commencement date, to welcome you, and ensure that onboarding requirements, such as the Day 1 immigration check, are conducted in accordance with current Home Office guidelines.

May I take this opportunity to extend you a warm welcome to LexisNexis Risk Solutions (Europe) Ltd. We are looking forward to you joining us and trust that your career with the Company will be both enjoyable and successful.

Yours sincerely,



Carl Justine C. Geronimo  
HR International Coordinator

### **Attachments**

1. Code of Conduct
2. Policy Acceptance Statement
3. Communication and Internet Use Policy
4. Personal Details Form
5. VHI Booklet
6. VHI Application Form
7. Pension Booklet
8. AVC form
9. Expression of Wish form (Pension)
10. P46
11. Provision Company Property Form
12. Information Security Guidance

### **Conditions of Offer**

This offer of employment is conditional upon and subject to:

1. Satisfactory background checks;
2. A completed Post Offer Health Questionnaire;
3. Pre-employment medical assessment should the Company require you to have one;
4. Proof that you are legally entitled to work in Ireland.

You agree that we may at any time contact the Irish Border Agency to verify that you have the right to live and work in Ireland.

Please bring with you to your new starter induction the following:

1. Evidence (in the form of original documentation) that you are permitted to work in Ireland;
2. Your Income Tax Form P45;
3. If you do not have a P45, a documented national insurance number and a P46 form will be required;
4. Driving Licence (*if applicable to your role*);
5. Copies of any qualification certificates (degree or equivalent).

In the event that one or more of the above conditions are not met, it may result in the offer of employment lapsing and the contract of employment being nullified.

## **CONTENTS**

1. Terms and Conditions of Employment
2. Appendix A - Communications & Internet Use Policy
3. Appendix B – RELX Group Code of Ethics and Business Conduct

## **CONTRACT OF EMPLOYMENT**

The following terms and conditions of employment shall apply:

### **COMMENCEMENT DATE**

Your employment under these terms and conditions will commence on 10 January 2022.

### **SALARY**

Your salary will be €27,000.00 per annum and will be paid on or around the 21<sup>st</sup> of each month by credit transfer into your chosen bank account. In accordance with section 23 of the National Minimum Wage Act, 2000, you may request a written statement of your average hourly rate of pay for any pay reference period falling within the previous 12 months. Your salary is paid for the full calendar month on the 21<sup>st</sup> of that month". Your salary is subject to deductions for income tax and social security contributions and other authorised deductions or deductions required by law.

Salaries are reviewed annually in line with Company practice. Current practice is for salaries to be reviewed in March of each year for all staff with more than six months' service.

You authorise the Company at any time during your employment and/or on its termination to deduct any sums owed by you to the Company or any Group Company at any time from your salary and/or from any other sums due to you under this employment contract (to include, without limitation, any payment in lieu of notice, bonus, holiday pay or sick pay).

### **JOB TITLE**

Your job title is Intern. The Company reserves the right to require you to carry out other duties on behalf of the Company and/or any Group Company associated with your function which is within your capabilities. The Company may from time to time change your manager, in which case you will be notified in advance. During your employment you will:

- Unless prevented by illness or accident or during an authorised absence, devote the whole of your time, attention and skill during normal working hours to the carrying out of your duties under this employment contract and will not engage in any activities which would conflict with the proper performance of your duties or with the business interests of the Company or any Group Company;
- Obey all lawful and reasonable directions or instructions from time to time by the Company;
- Comply with the Company's rules, regulations and policies from time to time in force; and
- Use your best endeavours to promote, develop and protect the business, interests and reputation of the Company and any Group Company.

### **LOCATION OF EMPLOYMENT**

Your main place of work will be the Corporate office for LexisNexis Risk Solutions (Europe) Limited of First floor, 80 Harcourt St, Dublin 2, but you may be relocated within a reasonable travelling distance of this office at the discretion of the Company. In this event the Company will give you a minimum of four weeks' notice in writing.

You may be required:

- To carry out your duties on a temporary or permanent basis from other locations as the needs of the business may reasonably dictate and upon receipt of reasonable notice
- To travel from time to time within and outside Ireland in the performance of your duties

## **NORMAL WORKING HOURS**

The normal working hours are from 9.00 a.m. to 5.00 p.m. Monday to Friday, during which times you will ordinarily attend your normal place of work or client's premises. Your position may however require you to work in excess of these hours from time to time, especially when deadlines have to be met.

You may be required to conduct assignments on behalf of the Company at a client's premises. When working in a client's office where working hours differ from those above you will vary your times to suit the client.

## **MINIMUM REST PERIODS**

As part of your employment, and in accordance with the Organisation of Working Time Act, if you work more than 4.5 hours you will be entitled to a 15 minute rest break each day. If you work for more than six hours you will be entitled to a 30 minute rest break each day (which may be inclusive of the previous 15 minute break). As part of your employment you will also be entitled to a daily rest period of 11 consecutive hours in a 24 hour period and a weekly rest period of 24 consecutive hours per seven days, following a daily rest period. Should you fail to receive your breaks or rest periods you should notify Line Manager within one week and they will seek to ensure you are afforded this as soon as possible (Breaks over and above Minimum entitlements are specified in the 'Hours of Work' section).

## **PROBATIONARY PERIOD**

Your appointment is subject to a 6 month probationary period, which may be extended at the Company's discretion, up to a maximum of 12 months.

## **IMMIGRATION**

If you do not have an unrestricted right to work in Ireland, you are required to keep the Company updated with changes to your:

- residential address;
- contact telephone number;
- marital status; and,
- Irish immigration status.

This is to ensure that the Company meets its statutory and regulatory obligations of the Irish immigration system. Such changes must be reported within five working days of the change occurring. The Company may provide your personal data to the Irish Border Agency to enable it to fulfill our legal obligations.

Any changes in your immigration status during your period of stay in Ireland that may affect your immigration status in Ireland should be brought to the attention of the HR Department and/or line manager immediately but in any event no later than 3 (calendar) days from any change of status.

You agree that we may at any time contact the Irish Border Agency to verify that you have the right to live and work in Ireland, and we may request that you provide us with pertinent documentation regarding your right to work in Ireland.

## **PENSION PLAN & LIFE ASSURANCE**

Details of the company sponsored pension membership scheme are available separately.

## PRIVATE HEALTH INSURANCE

As a Company employee you are eligible for private medical insurance cover which is currently provided by VHI. Your eligibility and any benefits are subject to the rules of the scheme and the scheme provider from time to time in force. This benefit is discretionary, and the Company reserves the right in its absolute discretion to vary or amend the benefit provider and / or the level or type of cover for which you are eligible.

The benefits form and amount you are covered for are available separately.

## EXPENSES

Approved travel and out of pocket expenses incurred in connection with your employment will be refunded in accordance with Company policy.

## HOLIDAYS

The holiday year is calculated from 1 January to 31 December. Your annual entitlement for a complete working year is 27.5 days [pro rata this if part time], up to 3.5 days of which must be taken during the Christmas period on days nominated by the Company.

You must obtain the approval of your manager before booking leave. Your manager will consider the operational needs of the department before granting your request for leave.

If you do not take all of your holiday entitlement by the end of the holiday year, subject to authorisation by your manager, you will be permitted to carry up to 5 days to the following year, however these days must be taken by the end of April that year.

No payment will be made for holidays not taken except if you leave the Company's employment where outstanding leave will be paid for in lieu and any holidays taken in excess of your entitlement will be deducted from your final salary payment.

**If the Company terminates your employment due to misconduct, such accrued but untaken holiday shall be based on your minimum statutory holiday entitlement only and not on your enhanced entitlement under your contract of employment. For these purposes any paid holiday that you have taken (including any paid holiday on public holidays) shall be deemed first to be statutory paid holiday.**

## PUBLIC HOLIDAYS

In addition to the annual holiday entitlement you are allowed the following public/bank holidays each year with pay or alternative days as decided by us:-

New Year's Day	The first Monday in August
St Patrick's Day	The last Monday in October
Easter Monday	Christmas Day
The first Monday in May	St Stephen's Day
The first Monday in June	Good Friday (Although not contractually obligated)

For full time workers there is no service requirement in respect of benefits for Public Holiday entitlements, for part time workers you must have worked 40 hours in the preceding five weeks to the Public Holiday to benefit from the Public Holiday entitlement. If you are not required to work on one of the above days, and it is a day you do not normally work, you will receive one fifth of your last normal weekly wage for that day. In the event of you working on one of the above days, or it is a day you are normally required to work, you will receive an additional days pay (equivalent to the hours worked on your last normal working day, immediately before the public holiday) or you will

receive the appropriate time off in lieu, at our discretion. Time off in lieu is to be taken within one month of the time being accrued.

## **ABSENCE THROUGH SICKNESS**

You are required to comply with the sickness notification requirements set out in the Attendance Management Policy which is available from HR or on PeopleHub. The Company operates a Sick Pay Scheme for authorised sickness absence. Company Sick Pay is payable, dependant on length of continuous service to the Company. Full details may be obtained from HR or from PeopleHub. For any unpaid sickness you will need to send your medical certificates to the Department of Social Welfare for them to pay any benefits due to you. A copy of these certificates must be provided to the Payroll department.

It is a condition of your employment that you will, when reasonably required by the Company submit to a medical examination by a Company nominated Doctor. In the event of your absence from work because of sickness for over 30 days you will, if requested, authorise your GP to report to the Company on your prospects of returning to work.

You will forfeit your entitlement to Company Sick Pay if:

- You refuse to attend a medical examination by a Company nominated Doctor
- You fail to comply with notification and certification requirements imposed by the Company from time to time
- You make or produce any misleading or untrue statement or document relating to your sickness

## **DISCIPLINARY PROCEDURE**

Should you fail to meet the Company's standards of conduct or fail to observe the conditions laid down in this contract, the matter will be dealt with in accordance with the Company's Disciplinary Procedure. Full details of the Disciplinary Procedure may be obtained from HR or from PeopleHub.

## **GRIEVANCE PROCEDURE**

If you have an individual problem arising from your employment, you should take the matter up with your manager or supervisor. If you remain dissatisfied, the Grievance Procedure explains what steps you can take to pursue the matter. Full details of the Grievance Procedure may be obtained from HR or from PeopleHub

## **NOTICE PERIOD AND TERMINATION OF EMPLOYMENT**

During the probationary period your appointment may be terminated by either party giving 2 weeks' notice in writing. Thereafter one calendar months' written notice from either party will apply.

The Company reserves the right to ask you at its discretion not to attend work at any time following either party giving the other notice of termination or in the event of an investigation or disciplinary procedures. During any period that you are required not to attend work, you will continue to be employed by the Company and will continue to receive your normal pay and benefits under your contract of employment. In particular, if you give notice to terminate your employment, or if the Company gives you notice to terminate for any reason, you may be asked not to attend work during the notice period. In these circumstances, your employment will continue throughout your notice period and you will remain bound by all the terms of your contract of employment. You will thus not be entitled to perform any work for any other employer until your notice period has expired and your employment terminated.

On termination of your employment, the Company shall be entitled to pay you your basic salary in lieu of your entitlement to notice (or, if applicable, the remainder of the notice period). In making any payment in lieu of notice, the Company shall not be obliged to take into account any benefits or perquisites, which you would have been entitled



to or might have received during the notice period if it had been worked. Any such payment in lieu will be subject to the regulations covering tax and social security contributions at the time of such termination of employment.

The Company may terminate your employment in writing immediately without prejudice to any rights or claims it may have against you if at any time:

- You are guilty of gross or serious misconduct, gross negligence or commit a material breach of your employment contract;
- You wilfully neglect to perform or prove to be incapable of properly performing your duties hereunder; or
- You cease to be permitted to work in Ireland.

Examples of gross misconduct are set out in the Company Performance, Disciplinary, Grievance and Mediation Policy.

The Company shall have the right to suspend you on full pay and benefits pending any investigation into potential dishonesty, gross misconduct or other circumstances which (if proved) would entitle the Company to dismiss you summarily. Any such suspension will last no longer than is necessary to carry out any inquiry or investigation into the circumstances and to hold any appropriate disciplinary hearings.

On the termination of your employment, howsoever arising:

- You are required to return to the Company all company property including any company car, company credit or charge cards, your security pass, all keys, computer hard and software including discs and all documents in whatever form (including notes and minutes of meetings, customer lists, diaries and address books, computer printouts, plans, projections) together with all copies (irrespective of by whom and in what circumstances such copies were made) which are in your possession or under your control. You further agree to delete any copies (whether electronic or paper) of any documents relating to the business of the Employer (or any Group Company) and not to retain any copies (in any format) of any such document.

After the termination of your employment you shall not make any untrue or misleading statement about the Company or any Group Company or its officials or employees or represent yourself as being employed by or connected with any such company.

## **DATA PROTECTION**

By signing this employment contract you consent:

- To the Company holding and processing any information about you which you may provide to the Company or which it may acquire as a result of your employment providing such use is in accordance with the Data Protection Act 2003;
- Specifically to the Company holding and processing any “sensitive personal data” (as defined in the Data Protection Act 2003) relating to you (including, for example, information relating to your health, including disabilities, or racial or ethnic origin and trade union membership) for the Company’s legitimate interests and to enable the Company to comply with its contractual and non-contractual obligations including, without limitation, for the purposes of equal opportunities monitoring, monitoring sickness absence and dealing with ill-health or incapacity issues or disability requirements;
- To the transfer of all or any part of the information that the Company holds (including sensitive personal data) relating to you to any Group Company and their employees, professional advisors of the Company or any Group Company, any third party providing services to the Company or to a Group Company, the Office of the Revenue Commissioners or other authorities and prospective purchasers of all or any part of the Company’s business in return for suitable confidentiality undertakings including transfers outside the European Economic Area, subject to such transfers being made on the basis of a contract between the Company and the transferee which incorporates the model clauses published by the International Chamber of Commerce even where the country or territory in question does not maintain adequate data protection

standards or, in the case of transfers to any Group Company outside the European Economic Area, subject to binding corporate rules once implemented;

- iv. To submit to further background checks which the Company may reasonably request from you. These may be the same checks which you agreed to on commencement of your employment, or, should business needs or legal or regulatory obligations mean that additional checks become advisable, further checks.

## **COMPANY PROPERTY**

In the event of your being issued with property belonging to the Company in connection with your work, it is your responsibility to ensure that the property is kept in good condition and properly maintained. You will be obliged to reimburse the Company for all losses suffered by it in the event of the property being lost or damaged other than by fair wear and tear.

## **CODE OF CONDUCT**

The Company expects that you will maintain the highest professional standards in the performance of your duties. This would include striving to enhance the image, reputation and business standing of the Company and not engaging in any activity, which would prejudice this standing. You will be expected to be aware of and abide by the standards laid down in the RELX Group Code of Ethics and Business Conduct as amended from time to time. A copy of this is enclosed.

## **EQUAL OPPORTUNITIES**

The Company is an equal opportunities employer. You shall treat all colleagues and personnel of customers and suppliers on their merit irrespective of gender, civil status, family status, sexual orientation, religion, age, disability, race or membership of the traveller community.

## **INVENTIONS, PATENTS, COPYRIGHT**

You are required to inform the Company immediately of any invention, improvement, discovery, process, design or copyright or any other intellectual property right, whether registered or unregistered, which you create or obtain whilst in the Company's employment, or as a consequence of your employment ("Intellectual Property") and to hand over to the Company on request all documents and records on all media relating to its creation.

The Intellectual Property will become the absolute property of the Company automatically on creation unless otherwise stated by statute. To the extent that any Intellectual Property does not automatically vest in the Company, if the Company requests you to do so, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for the Intellectual Property and for vesting all rights in the same in the Company or other Group Company or their nominees.

You will not attempt to register any Intellectual Property unless requested to do so by the Company.

You will keep confidential all Intellectual Property unless the Company has agreed in writing to its disclosure.

You will give all reasonable assistance to the Company in registering the Intellectual Property, enforcing the Company's rights in the Intellectual Property against a third party and defending claims for infringement of third party intellectual property rights.

You irrevocably appoint the Company to be your attorney in your name and on your behalf to sign, execute or do any instrument or thing and generally to use your name for the purpose of giving to the Company or other Group Company or their nominees the full benefit of the provisions of this clause and in favour of any third party a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

You waive all of your moral rights (as defined in the Copyright and Related Rights Act 2000) in respect of any acts of the Company or any acts of third parties done with the Company's authority in relation to any Intellectual Property which is the property of the Company by virtue of this clause.

## **CONFIDENTIALITY**

You will hold all Confidential Information in the strictest confidence. During your employment by the Company or any Group Company, you will not use, disclose, reveal, publish, or make available to any person or any firm, company, or other entity any Confidential Information, except when acting within the scope of your duties. After your employment by the Company or any Group Company, you will not use, disclose, reveal, publish, or make available to any person or any firm, company, or other entity any Confidential Information. During your employment you will use your best endeavours to prevent the unauthorised publication, disclosure or use by third parties of any Confidential Information and will report to the Company as soon as reasonably practicable any such publication, disclosure or use of which you become aware .

On request by the Company, both during and after termination of your employment, you will, at the Company's option, deliver to the Company or delete any documents or records on any media which contain Confidential Information.

On request by the Company, you will provide to the Company a signed written statement confirming that you have complied with your confidentiality obligations under this Contract of Employment.

The restrictions in this employment contract shall not (A) prevent any disclosure or use authorised by the Board of Directors of the Company or RELX Group plc or required by any applicable laws or regulations, including, without limitation, any disclosure required for patent purposes provided that you promptly notify the Company when any such disclosure requirement arises to enable the Company to take such action as it deems necessary, including, without limitation, to seek an appropriate protective order and/or make known to the appropriate government or regulatory authority or court the proprietary nature of the Confidential Information and make any applicable claim of confidentiality with respect hereto; (B) prevent you from using your own personal skill, experience and knowledge in any business in which you may be lawfully engaged after the employment under this Employment contract is ended; or (C) prevent you making a protected disclosure within the meaning of section 19 of the Criminal Justice Act 2011 or any similar statutory provision in force in Ireland from time to time.

## **COMMUNICATIONS & INTERNET USE POLICY**

You are expected to be aware of and abide by the standards laid down in the "Communications & Internet Use" policy as amended from time to time. A copy of the current policy is enclosed.

## **OUTSIDE INTERESTS**

You shall not during your employment with the Company (except with the prior written consent of the Company) be concerned or interested directly or indirectly in any capacity, whether as principal or agent, in any business in competition with or similar to the business of the Company or any Group Company other than as holder for investment purposes only of securities which do not exceed 3% (three per cent) in nominal value of the share capital or stock of any class of any one company quoted on a recognised Stock Exchange.

You must not undertake any other paid employment without the prior written permission of the Company, and you must not engage in any outside activity, paid or unpaid, which might interfere with the effective discharge of your duties or adversely affect the Company in any way without the prior permission of the Company. When such permission is given, the Company reserves the right to withdraw such consent at its discretion if it deems that it is affecting your performance detrimentally.

## RESTRICTIVE COVENANTS

### *Non-Solicitation of Clients or Prospective Clients*

You covenant with the Company that for a period of 6 months after the Termination Date you will not directly or indirectly on your own account or on behalf of or in conjunction with any person, firm, company or other business, in competition with the Company or any Group Company, canvass or solicit business, in relation to products or services that are the same as, or of a similar type to, those provided by the Company or any Group Company and with which you were actively involved in the course of your employment by the Company during the 12 months immediately preceding the Termination Date, from any client of the Company or any Group Company with whom you had personal dealings during the 12 months immediately preceding the Termination Date.

### *Non-Dealing*

You covenant with the Company that for a period of 6 months after the Termination Date you will not directly or indirectly on your own account or on behalf of or in conjunction with any person, firm, company or other business, in competition with the Company or any Group Company, have any dealings or transact business, in relation to products or services that are the same as, or of a similar type to, those provided by the Company or any Group Company and with which you were actively involved in the course of your employment by the Company during the 12 months immediately preceding the Termination Date, with any client of the Company or any Group Company with whom you had personal dealings during the 12 months immediately preceding the Termination Date.

### *Non-Inducement of Critical Employee*

You covenant with the Company that for a period of 6 months after the Termination Date you will not directly or indirectly on your own account or on behalf of or in conjunction with any person, firm, company or other business induce or attempt to induce any Critical Employee to leave the employment of the Company.

### *Non-Competition*

You covenant with the Company that for a period of 3 month from the Termination Date you will not directly or indirectly in competition with the Company or any LexisNexis Group Company, be employed or engaged in any capacity by any person, firm, company or other business that provides, or is setting up to provide, or otherwise on your own account provide, products or services that are the same as, or of a similar type, to those provided by the Company or any LexisNexis Risk Group Company and with which you were actively involved in the course of your employment by the Company during the 12 months immediately preceding the Termination Date. The restrictions in this sub-clause shall apply in Ireland and any other country in which any Risk & Business Analytics Company operates provided that you have been actively involved in the operation of the business of the relevant company in that country at any time during the 12 months immediately preceding the Termination Date.

### *Applicable to All Restrictive Covenants*

Following the termination of your employment, you will not represent yourself as being employed by or associated with the Company or any Group Company at any time.

Each of the restrictions above shall be enforceable independently of each of the others and each restriction's validity shall not be affected if any of the others is invalid. If any of these restrictions is judged void but would be valid if some part of the restriction were deleted, the restriction in question shall apply with such modification as may be necessary to make it valid and effective.

These restrictions are held by the Company for itself and on trust for any other Group Company and shall be enforceable by the Company on their behalf or by any Group Company (at their request). You shall during your employment enter into direct agreements with any Group Company whereby you will accept restrictions in the same or substantially the same form as those contained above.

After the Termination Date and for the period of the relevant restriction set out above, you shall provide a copy of these restrictions to any employer or prospective employer or any other party with whom you become or will become engaged or provide service or services to.

You acknowledge that the provisions of this Clause are no more extensive than is reasonable to protect the Company and any Group Company.

The period of restriction in this Clause shall be reduced by any period you spend on garden leave.  
For the purposes of these restrictions:

**“Critical Employee”** means any director, employee, agent, consultant or independent contractor of the Company or any Group Company, in either a management, sales or technical position or who has confidential information proprietary to the Company or any Group Company, with whom you had personal dealings during the 12 months immediately preceding the Termination Date;

**LexisNexis Risk Solutions Companies**” means the Company and those Group Companies (and/or their respective component divisions or other business units) whose financial performance is reported as part of the “Risk Solutions” segment in the most recent annual report on US SEC Form 20-F of the RELX Group combined businesses as of the Termination Date (such segment may be in the “Risk Solutions & Business Information” section of the annual report). If, in the aforementioned annual report, there is no “Risk Solutions” segment, then **“LexisNexis Risk Solutions Companies”** means the Company and those Company Affiliates (and their respective component divisions or other business units) whose financial performance is reported as part of the segment in the annual report which includes businesses focused on services or products that assist customers in evaluating, predicting, or managing risk or improving operational effectiveness. For the avoidance of doubt, with respect to the segments described in either of the first two sentences of this paragraph, the term **“LexisNexis Risk Solutions Companies”** also includes any entity acquired by the Company or any of its Group Companies in the year in which the Termination Date occurs and whose financial performance will be included in any such segment of the annual report for the year in which the Termination Date occurs.

## SUBSTITUTION OF EMPLOYER

You agree that the Company may at any time by written notice substitute another Group Company as your employer, whereupon this employment contract will remain in full force and effect except that the obligations and benefits previously owed to or by the Company will be owed to or by that other company and accordingly references to the Company will thereafter be deemed to be references to that other Group Company. More than one such transfer may be made. No damages or other compensation will be payable by reason of such transfer.

If you have been offered but unreasonably refused or unreasonably failed to agree to the transfer of this Employment contract by way of substitution of a new obligation for the one existing to a company which (as a result of a re-organisation, amalgamation or reconstruction) shall have acquired or agreed to acquire the whole or substantially the whole or not less than 90 per cent of the equity share capital of the Company you shall have no claim against the Company in respect of the termination of your employment hereunder by reason of the subsequent voluntary winding up of the Company or of the disclaimer or termination of this Employment contract by the Company within three months after such unreasonable refusal or unreasonable failure to agree.

## VARIATION

The Company may from time to time vary the terms of your employment contract. Where such variations constitute a change to your contractual terms, you will be notified in writing of the change within one month. Where a change in contract is being considered, consultation with staff will take place. This process will be entered into with a view to reaching agreement on the need for and content of the changes.

## DEFINITIONS

**Confidential Information** means any trade secret or confidential or proprietary business information of the Company or any Group Company (whether or not any such Confidential Information has been conceived, originated, discovered, or developed in whole or in part by you). Confidential Information includes, but is not limited to: information concerning the Company's or any Group Company's business plans, operations, products, strategies, marketing, sales, inventions, designs, costs, legal strategies, finances, employees, customers, prospective customers, licensees, licensors, or authors or other contributors; information received from third parties under confidential conditions; or other valuable financial, commercial, business, technical, or marketing information concerning the Company or any Group Company, or any of the products or services made, developed, or sold by the Company or any Group Company. Confidential Information does not include knowledge or information that was known to you prior to your employment with the Company or any Group Company, or knowledge or information that is in the public domain or generally available to the public (except if the knowledge or information is in the public domain or generally available to the public because of your fault or negligence).

**Group Company** means, with respect to the Company, any other entity (whether such other entity is a corporation, organization, association, partnership, sole proprietorship, or other type of entity), whether incorporated or unincorporated, that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with RELX Group PLC, RELX Group NV, RELX Group plc, and/or the Company; and

**Termination Date** means the date on which your employment terminates either due to you or the Company terminating in accordance with the terms of this employment contract or in breach of the terms of this employment contract.

## GENERAL

You will be subject to the RELX Group Code of Ethics and Business Conduct, the Company's rules, regulations, policies and procedures as amended by the Company from time to time. The current Company rules and other documents referred to in this employment contract are available for reference purposes from the Human Resources Department and /or on PeopleHub.

The various provisions of this employment contract are severable and if any provision is held to be invalid or unenforceable by a court of competent jurisdiction such invalidity of unenforceability will not affect the remaining provisions of the employment contract.

You hereby warrant that by virtue of entering into this employment contract you will not be in breach of any express or implied terms of any court order, contract or of any other obligation legally binding upon you.

No failure or delay by the Company in exercising any remedy, right, power or privilege under or in relation to this employment contract or at law shall operate as a waiver of the same nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

This employment contract is made under Irish law and both parties agree to submit to the exclusive jurisdiction of the Irish courts as regards any claim, dispute or matter arising out of or relating to your employment contract.

You accept the terms and conditions of employment as stated above and agree that this contract supersedes any other contract, agreement or arrangement between the parties.

Signed for and on behalf of the Company:



**Carl Justine C. Geronimo**  
**For and on behalf of LexisNexis Risk Solutions (Europe) Ltd**

Date 09 December 2021



Signed:

*Brendan Jobus*

**Brendan Jobus**

Date 10 / 12 / 2021