

**LAURA HILL**

**- and -**

**FIRST IRELAND RISK MANAGEMENT LIMITED**

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**SETTLEMENT AGREEMENT**

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**THIS AGREEMENT** is made on the 30<sup>th</sup> day of September 2022

**BETWEEN**

**(1) FIRST IRELAND RISK MANAGEMENT LIMITED** (the "**Company**")

**AND**

**(2) LAURA HILL** (the "**Claimant**")

In full and final settlement of all claims and potential claims (however arising) between the Claimant and the Company, together with its servants, agents, officers, shareholders and employees, it is hereby agreed as follows:

**1. CONSIDERATION AND COMPROMISE OF CLAIMS**

- 1.1 The Claimant's employment with the Company will terminate at 5.30 on 7 October 2022 (the "**Termination Date**").
- 1.2 Pending the Termination Date the Claimant will be placed on gardening leave during which time she will be required to co-operate with and facilitate any handover or other activities that the Company may request and that she will be flexible in facilitating the Company during that period.
- 1.3 In consideration of the Claimant's acceptance of, and full compliance with, the terms and conditions of this agreement, the Company agrees to make the following payments (the "**Payments**") to the Claimant:
  - a. A termination payment of €50,000, which shall be paid gross in the most tax efficient manner permissible by law;
  - b. Damages for personal injury in the sum of €50,000;
  - c. Subject to the production of a VAT invoice addressed to the Claimant, the Company shall pay the sum of €20,325 plus VAT (€25,000) to the Claimant's Solicitors by way of contribution to her legal costs.

- 1.4 The Payments are made in full and final settlement, satisfaction, release and discharge of any claims, complaints, actions or causes of action that the Claimant may have against the Company, its servants, agents, officers, shareholders and employees (including but not limited to John Roe). The claims, complaints, actions and causes of action compromised herein include any claim under statute, common law, equity or otherwise arising out of, or relating in any way to, the Claimant's employment, and/or any personal injury or other harm whatsoever that she is alleged to have suffered during the period of her employment with the Company.
- 1.5 The Payments provided for herein will be made within 28 days of the execution of this agreement subject to compliance with the provisions of this agreement.
- 1.6 The Claimant acknowledges that reference to "statute" in clause 1.4 above includes:

The Redundancy Payments act 1967 to 2014, Minimum Notice and Terms of Employment Act 1973 to 2005, Organisation of Working Time Act 1997, Payment of Wages Act 1991, Industrial Relations Acts 1946 to 2015, Protection of Employment Acts 1977 to 2007, Terms of Employment (Information) Act 1994 to 2014, the Equal Status Acts 2000 and 2015, the Minimum Wage Act 2000, European Communities (Protection of Employees on Transfer of Undertaking) Regulations 2003 (as amended), Employment Equality Acts 1998 to 2015, Unfair Dismissals Acts 1977 to 2015, the Data Protection Act 2018, the Maternity Protection Acts 1994 to 2004, Protection of Employees (Part-Time Work) Act 2001, Protection of Employees (Fixed-Term Work) Act 2003, Protection of Employees (Temporary Agency Work) Act 2012, Carers Leave Act 2001, the Parental Leave Acts 1998 and 2006, the Adoptive Leave Acts 1995 and 2005, Employees (Provision of Information and Consultation) Act 2006, the Protected Disclosures Act 2014-2022, and the Safety Health and Welfare at Work Act 2005 as amended.

## **2. RETURN OF PROPERTY**

- 2.1 On or before the Termination Date the Claimant shall return to the Company the mobile telephone handset, laptop computer, key fob and any other Company property (including Company information) which had been provided to the Claimant or to which she has had access as a Company employee.

- 2.2 On the Termination Date the Claimant will cease to use telephone number 087 4107 613 and will execute any documents necessary to facilitate its handover and complete return to the Company.

**3. NO ADMISSION**

This agreement is made strictly without admission of liability by the Company, its servants and agents. The execution of this agreement shall not be construed as an admission of a breach of statute or law by either party or breach of any duty or obligation by the Company to the Claimant and is entered into without admission of liability.

**4. CONFIDENTIAL INFORMATION**

The Claimant warrants that she shall not reveal, publish or disclose to any person, association or company any Confidential Information of the Company except for such information as may be in the public domain. The Claimant shall not use or attempt to use any Confidential Information in any manner which may injure or cause loss or may be calculated to injure or cause loss whether directly or indirectly to the Company or which may benefit any other person, association or company.

**5. NON DISPARAGEMENT**

The Claimant warrants that she shall not at any time make any negative or disparaging remarks concerning the Company, its officers, employees or agents or concerning the business, operations and/or affairs of the Company in any future communications. The Claimant further warrants that she will not repeat or publish (in any manner whatsoever) any allegation of wrongdoing on the part of the Company, its servants, agents, officers, shareholders and employees (including but not limited to John Roe). The Company warrants that it shall take reasonable steps to ensure that the Company, its servants or agents, will not make any negative or disparaging remarks in relation to the Claimant.

**6. CONFIDENTIALITY**

The Company and the Claimant agree and warrant that the terms of this agreement are strictly confidential as between the parties and that they shall not divulge or publish, directly or indirectly, any information whatsoever regarding the fact and

terms of this agreement, or the amounts paid under this agreement to any person, unless and to the extent required by law or Court Order, or, in the case of the Company, for necessary business and operational reasons, and in the case of the Claimant, to her legal advisors, medical or tax advisors and in that event to the minimum extent that it is necessary for her to do so.

## **7. INDEPENDENT LEGAL ADVICE**

- 7.1 The Claimant acknowledges that she has taken independent legal advice from Donall Johnston, solicitor, in respect of this agreement and understands the effect and implications of this agreement. The Claimant further acknowledges that she has entered into this agreement without any coercion of any description.

## **8. BREACH**

In the event that the Claimant should breach any term or warranty made in this agreement, including those in respect of confidentiality or disparagement, she shall be required to return on demand all of the Payments provided for under this agreement.

**IN WITNESS** whereof the parties have executed this agreement in the manner hereinafter appearing the day and year first above written.

**SIGNED** by the Claimant


in the presence of:



**SIGNED** for and on behalf of the Company

in the presence of



  
Solicitor  
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