



Lagan Technologies Ltd. Statement of Main Terms of Employment

STAFF – FULL TIME, TEMPORARY

This Statement dated 8th April 2014 sets out the particulars of main terms of employment under which Lagan Technologies Ltd, India of Inchinnan, Greenock Road, Inchinnan, Renfrewshire, PA4 9LH (the "Company") temporarily employs James Muir of 16 Morar Drive, Clydebank, G81 2YB

There are no collective agreements affecting your terms and conditions of employment.

This document takes precedence over any previous Statement of Main Terms of Employment or Contract of Employment.

Any changes or amendments to these terms and conditions will be confirmed in writing within one month of them occurring. Changes will be mutually agreed if they involve contractual terms.

1. COMMENCEMENT DATE

Your period of continuous employment will begin on 2nd June 2014. It is expected that you will be employed until 22nd August 2014 although this cannot be guaranteed. Either party may terminate this employment by giving the one week's notice in writing.

No employment before that date with any other previous employer counts as part of your continuous employment with the Company.

2. JOB TITLE & DEPARTMENT

You are employed as: Summer Placement Student in the Engineering department.

All new employees are subject to a 6 month probationary period during which time progress will be monitored and regularly reviewed and any issues will be confirmed to you in writing. This will not apply in your case as you are a temporary employee. Provided a satisfactory standard is achieved and maintained employment will be confirmed. In the event of unsatisfactory progress employment will not be regarded as confirmed and may be terminated either during or at the end of the probationary period. In such a case the Company's formal disciplinary procedure will not apply.

In extenuating circumstances the Company reserves the right to extend the probationary period up to 9 months as deemed necessary.

The Company reserves the right to require you to perform other duties and work in other departments from time to time and it is a condition of your employment that you are prepared to do this.

3. DUTIES

During the continuance of your employment, you will:

- (a) well and faithfully perform your duties as defined in your Job Description as agreed between the parties from time to time and such other duties as may be from time to time reasonably assigned to you;
- (b) in all respects comply with all lawful directions given by or under authority of the Company;
- (c) use your best endeavours to promote, develop and extend the business and the interests of the Company; and
- (d) unless prevented by sickness or injury and except during holidays, devote the whole of your time, attention and ability during the agreed hours of work to the performance of your duties under this Contract.

It is your obligation to ensure you take no action and make no statement (or omit to take any action or make any statement) which constitutes unlawful discrimination or victimisation on the grounds of religious belief, political opinion, disability, race, gender reassignment, age, sex, sexual orientation, marital or civil partnership status. Any breach of this policy will be regarded as misconduct and will be dealt with in accordance with the Company's Disciplinary and Dismissal Procedures.

You may be required to undergo security clearance and it is a condition of your employment that you are prepared to do this.

4. PLACE OF WORK

Your normal place of work is Inchinnan, but you may be required to work at other specific locations as the Company may from time to time require. This could include working on customer sites anywhere in the world. Particulars applicable to such situations where the duration of the period of working is to exceed one month will cover:

- Duration of the period
- Currency of remuneration during the period
- Additional remuneration or benefits applicable during the period
- Terms and conditions applicable on return to the UK

Details of the particulars will be provided to you in advance of you leaving to work outside the UK for more than one month.

5. PAY

Your base salary of £250 per week, which is payable by equal monthly instalments in arrears by BACS, on the 25th day of each month. Where the 25th day of the month falls on a weekend or bank holiday you shall be paid on the closest working day to the 25th.

6. PENSION

The company operates a Group Personal Pension Scheme which all employees are eligible to join. Due to Auto Enrolment rules you will be enrolled into the scheme. The company will contribute 1% of your base salary into the scheme and you make personal contributions of 1%. Please note that from April 2016 you will be required to make a higher personal contribution if you wish to remain in the scheme. You will receive further information on the scheme when you have been auto enrolled. Please note you will have the option to opt out of the scheme if you desire.

7. EXPENSES

The payment for and the procedure you must follow for reimbursement of expenses is available from the Human Resources Team.

8. HOURS OF WORK

The normal working week for full time staff is 40 hours. Your normal hours of work are 9.00am to 5.00pm, with a 30 minute paid break for lunch each day.

Your signature on this document signifies your agreement to opt out of the 48 hour limit as stated in the Working Time Regulations 1998. You may revoke this agreement by giving three months written notice to the Human Resources Team.

Any change to the above stated hours must be agreed in line with the Flexible Working Procedure as set out in the Employee Handbook.

If you are required to work on a customer site you will be expected to reasonably comply with the customer's time keeping arrangements.

In addition to these hours, you are required to work those hours necessary to fulfil the requirements of your position to the satisfaction of the Company. Payment for additional hours is not Company Policy except in unusual circumstances or if the overtime is continuous in which case an ex gratia payment or time off in lieu will be considered, both at the discretion of the line managers.

9. HOLIDAY ENTITLEMENT

Your annual holiday entitlement is 20 days in the complete holiday year, which runs concurrent with the fiscal year.

You will accrue annual holidays at a rate of 1.66 days per month of employment.

If you are employed for the complete holiday year you are entitled to receive 8 customary holidays. The customary holidays observed will be advised on an annual basis prior to the start of the holiday year.

If you are not employed for the complete holiday year you will receive those customary holidays that are remaining in that holiday year up to a maximum of 8 days.

Given the nature of the business, it may be necessary for you to work on customary holidays as required. These are considered to be part of your normal working week and do not attract any additional payment.

Payment for holidays will be at your normal rate of pay.

Unless otherwise approved by your manager and in accordance with the applicable policies as defined in the Employee Handbook, you must use your full holiday entitlement as carryover of holidays from one holiday year to the next is generally not allowed.

All holidays must have prior approval and authorisation. The approval process is set out in the Employee Handbook.

Employees accrue holiday entitlement during the statutory Ordinary Maternity/Additional Maternity Leave periods and during Adoption Leave periods.

Upon termination of your employment by either party, payment will normally be made for all unused accrued holiday entitlement. If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be made on a pro-rata basis to your service in the current holiday year.

10. SICK PAY

The payment for and the procedure you must follow in the event of periods of absence from work due to sickness are set out in the Employee Handbook.

Payments for periods of absence due to sickness will be made in accordance with the current Statutory Sick Pay Scheme where applicable.

11. HEALTH AND SAFETY

You are required to comply with the provisions of the legislation on health and safety and working conditions as well as the Company Statement on Health and Safety at Work.

While the Company will take all reasonable steps to ensure a high standard of health and safety you are individually responsible for taking reasonable care for the health and safety of yourself and other persons who may be affected by your acts or omissions at work. You should make yourself familiar with the Health and Safety policy which is set out in the Employee Handbook.

12. NOTICE

After 1 month's service you are required to give the Company 1 month's notice to terminate your employment, unless your offer letter states otherwise.

You are entitled to receive the following periods of notice from the Company:

- Over 1 month but under 5 years' service - 1 calendar month
- Over 5 years' continuous service - 1 week for each complete year of service to a maximum of 12 weeks after 12 years

By mutual agreement, these notice periods may be waived.

The Company has the right to summarily dismiss you in the event that you commit a fundamental breach of contract/gross misconduct.

The Company reserves the right to require you not to carry out your duties or attend your place of work during the period of notice.

At the absolute discretion of the Company, payment in lieu of working notice may be made.

13. DISCIPLINARY PROCEDURE

The Company's Rules and Disciplinary Procedures are set out in the Employee Handbook. It is your responsibility to familiarise yourself with these rules and procedures.

14. APPEAL PROCEDURE

If you are dissatisfied with any disciplinary decision taken against you, you are entitled to raise an Appeal. Details of the Appeal Procedure are set out in the Employee Handbook.

15. GRIEVANCE PROCEDURE

If you wish to raise a grievance relating to your employment, you should do so initially with your line manager (if applicable). If the matter is not resolved at this stage, you may then raise the grievance with a member of the Executive Team not previously involved with final recourse to the CFO. Further details of the Grievance Procedure are set out in the Employee Handbook.

16. CONFIDENTIALITY AGREEMENT

In the normal course of employment with the Company you will have access to and be entrusted with confidential information.

To protect the confidentiality of this information you agree:

You shall not, either during the continuance of this Agreement (otherwise than in the performance of your duties) or at any time after its termination use, divulge or communicate to any person, and shall use your best endeavours to prevent the unauthorised publication, use or disclosure of, any trade secrets or confidential information relating to the business or affairs of the Company or any other Group Company. This obligation shall be in addition to and not in substitution for any other express or implied duty of confidentiality owed by you to the Company or any other Group Company.

This Agreement shall cease to apply to information which is required to be disclosed by you by law or which has come into the public domain otherwise than through the default of yourself.

For the purposes of this Agreement, confidential information shall include but shall not be limited to:

- (a) Applications, operating systems, tools, communication and other computer software and enhancements of same and all future products developed or derived therefrom ("the Software").
- (b) All source and object codes, flowcharts, algorithms, coding sheets, compilers, assemblers, design concepts, routines and subroutines, documents and manuals for the Software.
- (c) Production processes, marketing techniques, mailing lists, purchasing information, price lists, pricing policies, quoting procedures, financial information, legal information, customer prospect names and requirements, customer data, customer site information and other materials or information relating to the manner in which the Company conducts its business.
- (d) Discoveries, concepts and ideas, whether or not patentable or protectible by copyright, including without limitation the nature and results of research and development activities, technical information on product or program performance and reliability, processes and formulas, techniques, 'know-how', designs, drawings and specifications.
- (e) Any other materials or commercial or technical information related to the business or activities or the Company which are not generally known to others engaged in similar businesses or activities.
- (f) All ideas which are derived from or related to access to or knowledge of any of the above enumerated materials or information.
- (g) Any information which is notified to you as being confidential.
- (h) Details of any employee of the Company or any Group Company or any client.

17. POST TERMINATION RESTRICTIONS

You shall not in any Capacity during the Period of Restraint:

- (a) Seek to entice away from the Company the custom of (i) any Customer, or (ii) any Prospective Customer;
- (b) Be engaged in any business which is in competition with the Company, within the Restricted Area; or
- (c) Entice or endeavour to entice away from the Company any Employee (whether or not the departure of the Employee would constitute a breach of contract on his part).

In this clause the Following words shall have the following meanings.

Capacity	includes personally, by an agent, whether directly or indirectly, whether on your own account or on behalf of any other individual or firm, company or other organisation and whether as employee, consultant, agent, director, partner, principal or otherwise;
Customer	any individual or firm, company or other organisation who is a customer or client of the Company with which you had direct contact in the 12 months before the Termination Date;
Employee	an employee of the Company of management or supervisory status or having a key role as at the Termination Date with whom you shall have had personal dealings in the 12 months before the Termination Date;
Period of Restraint	period of 12 months immediately following the Termination Date (less a period equal to any period or periods prior to the Termination Date during which you shall have been suspended from his duties in accordance with clause 17);
Prospective Customer	any individual, firm, company or other organisation with which as at the Termination Date there are negotiations ongoing with a view to him or it becoming a customer or client of the Company and of which you had knowledge;
Restricted Area	United Kingdom and Ireland;
Termination Date	the date on which you cease to be an employee of the Company.

18. EXCLUSION OF THIRD PARTY RIGHTS

This Statement does not create any right enforceable by any person not a party to it.

19. DATA PROTECTION

The Company has developed guidelines, which are set out in the Employee Handbook, for the processing and holding of personal data to meet the requirements of current legislation.

The Company will keep personal information about you and process such information as and when required in accordance with Data Protection legislation. In signing this Statement you expressly consent to the processing of information, which is held about you, including sensitive data such as health records, racial or ethnic origin and religious affiliation/community background.

20. MONITORING OF PERSONAL COMMUNICATIONS

You should be aware that the Company may monitor, intercept or record all communications received or made via the Company's telephone system or any other system including e-mail and internet usage.

You should not use the Company's telephone or e-mail system for personal use without permission. Full guidance is given in the Employee Handbook as to what is acceptable. If you wish to make a call that cannot be monitored you should discuss this with management. Monitoring may be conducted by any member of management but will be for work-related purposes only.

21. DECLARATION

I acknowledge receipt of this Statement and my own copy of the Employee Handbook and confirm that I have read the Statement and the Employee Handbook which set out the principal rules, policies and procedures relating to my employment.

For the purpose of the application of statutory holiday entitlement under the Working Time Regulations, I agree that the holiday section of this Statement will be held to be a "relevant agreement".

Signed by the employee

Date

Signed on behalf of the Company 

Date