[NAME]

[ADDRESS]

[DATE]

Dear [NAME]

Contract of employment

This letter is your contract of employment and contains a statement of the applicable terms and conditions of your employment as required by section 1 of the Employment Rights Act 1996 (as amended).

### **Contract of Employment and Commencement of Employment**

### Your employer is **[COMPANY NAME]** (Company or we). Your employment with the Company shall commence on [DATE]. No employment with a previous employer counts towards your period of continuous employment with the Company.

### **Place of Work**

## Your normal place of work is your usual UK home address or such other place or locations as we may reasonably determine from time to time.

## You may from time to time be required to work at any of the Company's premises or at the premises of its customers, clients, suppliers or associates within the United Kingdom or overseas from time to time. You will be expected to travel throughout the UK and abroad in the proper performance of your duties. You will be reimbursed for any expenses properly incurred in connection with such duties in accordance with the Company's expenses policy as communicated from time to time.

## During your employment you shall not be required to work outside the UK for any continuous period of more than one month.

### **Job Title and Duties**

### You are employed as Senior Analyst. The Company reserves the right to amend the job title and/or job description from time to time to reflect your own development or the Company’s business needs.

### In addition to your normal duties, you may be required to undertake such other duties as the Company may from time to time reasonably determine.

### Unless otherwise notified by the Company you are required to report to the COO (with a dotted line to [INSERT NAME], [INSERT TITLE]).

### During your employment with the Company you must at all times endeavour to promote the interests and reputation of the Company and work in its best interests and shall:

### unless prevented by incapacity, devote the whole of your time, attention and abilities to the business of the Company;

### diligently exercise such powers and perform such duties as may from time to time be assigned to you by the Company together with such person or persons as the Company may appoint to act jointly with you;

### comply with all reasonable and lawful directions given to you by the Company;

### comply fully at all times with all laws, rules, principles, regulations and codes of any Regulatory Body from time to time in force including but not limited to those relating to dealings in shares, debentures or other securities of the Company or any unpublished price sensitive information affecting the securities of any other company and must not engage in insider dealing, market manipulation or market abuse. ‘Regulatory Body’ shall mean the Financial Conduct Authority (‘FCA’) and all other regulatory bodies, authorities or agencies from time to time relevant to the Company or any part of its business. You must also not act, or fail to act, in a manner which places or may place the Company in breach of such laws, rules, principles, regulations and codes. You must also sign such undertakings in connection with such regulatory requirements as the Company may reasonably require, which undertakings will form part of this Agreement.

### co-operate fully with all directions and requests properly made or imposed by or on behalf of the Company’s compliance officer or any Regulatory Body. This may include, but is not limited to, a requirement that you make yourself readily available for and truthfully answers all questions put to you in the course of any inspection or the proceedings of any tribunal.

### acknowledge that, given the nature of your duties, a Regulatory Body may need to be satisfied that you remain at all times a ‘fit and proper person’. Accordingly (without limiting the generality of the above provisions), you acknowledge and accept that you must notify the Company’s compliance officer immediately of any information which may be relevant to your status as a ‘fit and proper person’ and must complete and submit to any Regulatory Body such documentation as it requires in connection with such status.

### comply with any rules, policies and procedures which the Company may communicate to you from time to time. Such rules, policies and procedures do not form part of this agreement and the Company may amend them at any time. To the extent that there is any conflict between the terms of this agreement and any rules, policies and procedures, this agreement shall prevail.

### **Probationary Period**

### The first six months of your employment will be probationary and your retention in the Company’s service is dependent upon your satisfactory performance and conduct during this period.

### The Company reserves the right to extend the probationary period if it is not satisfied with your performance or conduct, in order to provide you with a further opportunity to demonstrate your suitability for the position.

### During or at the end of the probationary period, your employment may be terminated by one month’s notice given in writing by either party.

### You will not pass the probationary period merely by the passage of time; the probationary period will come to an end only when you are notified in writing. If you have not been notified in writing at the end of the probationary period you should contact your manager.

### **Remuneration**

### Your basic salary is [INSERT SALARY] per year which shall accrue from day to day and be payable on a monthly basis in arrears on or about the last working day of each month (or any other day which may be announced from time to time) directly into your bank or building society account.

### Your salary will be reviewed annually and may be increased from time to time at the Company's discretion without affecting the other terms of your employment. There is no obligation to award an increase. There will be no review of salary after notice has been given by either party to terminate your employment.

### Any other benefits which may be provided by the Company from time to time shall be non-contractual and the Company reserves the right to vary or remove such benefits at its absolute discretion.

### **Performance Bonus and Commission**

### You may be eligible to participate in a discretionary bonus scheme on the basis of both your performance and the financial performance of the Company (the “Performance Bonus”), as determined by the Company from time to time. Full details of any such scheme will be communicated to you separately. Eligibility to participate in any bonus scheme remains at the discretion of the Company and the Company reserves the right to alter or cease any such scheme at any time without prior notice.

### The Company shall pay any Performance Bonus properly due on a quarterly basis. Any Performance Bonus payment to you shall be purely discretionary and shall not form part of your contractual remuneration under this agreement. If the Company makes a Performance Bonus payment to you, it shall not be obliged to make subsequent bonus payments.

### Notwithstanding Clause 6.4, you shall in any event have no right to a Performance Bonus or a time-apportioned bonus if your employment terminates for any reason or you are under notice of termination (whether given by you or the Company) at or before the date when a bonus might otherwise have been payable.

### If at any time in the 24 months immediately after any Performance Bonus is paid to you the Company becomes aware of any material wrongdoing on your part that would have entitled the Company to terminate your employment in accordance with clause 12.4 of your contract of employment, then the Company shall be entitled to recalculate (in good faith) the bonus that they would have awarded you in each financial year in that period had these facts been known at the time the bonus was awarded. You shall, if so required by the Company and without prejudice to the Company's other remedies, repay on demand the difference between such recalculated bonuses and the bonuses actually paid to you.

### You shall be eligible to receive commission in the following circumstances:-

### [INSERT COMMISSION CLAUSE IF APPLICABLE];

### [INSERT COMMISSION CLAUSE IF APPLICABLE].

### Commission is payable by reference to commission received by the Company (and not in relation to commission accrued but not paid).

### The Company shall retain absolute discretion regarding whether you are eligible to receive any commission. Where your employment has terminated or where either party has given notice to terminate your employment, you shall only be eligible to receive commission on payments which have accrued up to the date of termination (and these shall not be paid until the commission is received by the Company).

### The Company reserves the right to determine whether commission is generated in the course of carrying out your duties and, where it considers appropriate, to withhold commission from you, to split it with a member of staff or to pay you a lower percentage.

### The Company reserves the right to vary the commission payable to you and the commission rules from time to time at its absolute discretion.

### Any bonus or commission payments shall not be pensionable.

### **Pension**

### The Company will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008.

### Full details of the Scheme will be provided to you at or prior to automatic enrolment and you will have the right to opt out of the Scheme if you wish. The Company reserves the right to change its workplace pension provider.

### **Deductions**

### The Company has the right during your employment, or on the termination of your employment, howsoever arising, to deduct from your pay, any sums which you may owe the Company, including, without limitation, any overpayment of salary, outstanding loans, advances, improperly claimed or overpaid expenses, insurance excesses payable by the Company due to your fault or negligence, cost of repairing damage or loss to the Company’s property caused by you, excess holiday paid, costs incurred by the Company due to your non-attendance of booked events, the cost of any company property should it not be returned on termination of your employment in a condition not satisfactory to management and any other money owed by you to the Company. By signing this Contract you consent to such deductions being made without notice.

### **Hours of Work**

### Your normal hours of work are between [9.00am] and [5.00] Mondays to Fridays inclusive with a lunch break of [one hour]. You may be required to work such additional hours as may be necessary for the proper performance of your duties without extra remuneration.

### Due to the nature of the business, you are required to be flexible and to comply with reasonable requests to work such additional hours as may be necessary.

### You agree that in the unlikely event that you are required to do so, you will work more than 48 hours in any seven-day period (averaged over a 17 week period, including weekends), to ensure the proper performance of your duties. You will provide the Company with three months' written notice should you no longer wish to agree to this.

### **Holidays**

### The Company's holiday year runs between 1 January and 31 December. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest whole day.

### You are entitled to [20] days' paid holiday during each holiday year. In addition you are entitled to take public holidays in England and Wales. If your employment commenced or terminates part way through the holiday year, your entitlement to holidays during that year will be assessed on a pro rata basis.

### Holidays must be mutually agreed and taken at times convenient to the Company. Sufficient notice of intention to take holiday must be given to the Company, of not less than one full calendar month. No more than [10] days' holiday may be taken at any one time unless permission is given by the Company.

### You shall have no entitlement to any payment in lieu of accrued but untaken holiday save on termination of your employment. Deductions from final salary due to you on termination of employment will be made in respect of any holidays taken in excess of entitlement. The amount of such payment in lieu or deduction shall be calculated at 1/260 the rate of your (full-time equivalent) salary per day.

### If either party has served notice to terminate your employment, the Company may require you to take any accrued holiday entitlement during the notice period. Any accrued holiday entitlement shall be deemed to be taken during any period of garden leave.

### Unless otherwise agreed, you are expected to take your holiday on a pro-rated basis throughout the holiday year so that you do not have a disproportionate amount left to take in the last quarter of the year. Holiday entitlement not used at the end of the holiday year cannot be carried over into the next holiday year unless you have been prevented from taking it in the relevant holiday year by a period of sickness absence or statutory leave or at the discretion of your manager where exceptional circumstances warrant this. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

### The Company reserves the right to require you to work on a public holiday, in return for which you will be entitled to extra holiday in lieu, equal to the period worked, to be taken as agreed with the Company.

### Part time employees will receive a pro-rata public holiday entitlement. If you normally work on a day which happens to be a public holiday, the adjusted annual entitlement must be used.

### **Sickness Absence**

### If you are absent from work on account of sickness, injury or for any other reason, you must personally notify your manager as soon as possible but no later than [8.30am] on the first working day of the absence and you should inform them of the reason for your absence. Any absence must be properly explained and you must inform your manager of your expected length of absence and when you expect to return so that adequate cover can be arranged. In the exceptional circumstance that you cannot contact your manager personally, you must ensure someone else contacts your manager on your behalf. If your manager is not available you must inform the Company of the precise reasons for your absence and your expected date of return.

### You must contact your manager daily for the first 5 days and if your absence goes beyond 5 days, you should agree with your manager the frequency of contact required. Failure to comply with your obligations under this clause may lead to disciplinary action. In respect of absence lasting less than 7 calendar days, you need not produce a medical certificate unless you are specifically requested to do so. You must, however, complete a Company self-certification form on the day you return to work after such absence or provide the Company with a self-certification form which relates specifically to Statutory Sick Pay (SSP).

### In respect of absence lasting more than 7 calendar days, you must on or shortly after the 8th calendar day of absence, provide a medical certificate stating the reason for your absence and thereafter provide a like certificate each week to cover any subsequent period of absence.

### Subject to your satisfying the relevant requirements you shall receive Statutory Sick Pay (SSP). Your qualifying days for SSP purposes are Monday to Friday. SSP is currently paid from the fourth consecutive day of sickness. All sickness payments are strictly subject to you complying with the notification requirements set out above.

### The Company reserves the right to ask you at any stage of absence to produce a medical certificate and/or to undergo a medical examination. You agree to consent to a medical examination (at the Company's expense) by a doctor or health professional nominated by the Company should the Company so require. You agree that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor or health professional.

* 1. If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Company of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. You shall, if required by the Company, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Company may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Company in respect of the period of absence.

### **Termination of Employment**

### After successful completion of the probationary period referred to in clause 4, the prior written notice required by either party to terminate your employment shall be three months’.

### You agree that the Company may, in its absolute discretion, terminate your employment at any time and with immediate effect by notifying you that the Company is exercising its right under this clause 12.2 and that it will make a payment in lieu of notice (**Payment in Lieu**) to you equal to the basic salary (as at the date of termination) which you would have been entitled to receive under this contract during the notice period referred to in clause 12 (or, if notice has already been given, during the remainder of the notice period) less tax and national insurance contributions. If the company decides that you are required to work during your notice period you will not be eligible for a Payment in Lieu. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

### any bonus or payments that might otherwise have been due during the period for which the Payment in Lieu is made;

### any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made; and

### any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

### You shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 12.2.

### Your employment may be terminated without notice, or payment in lieu of notice if you cease to be eligible to work in the UK or if you are deemed to be guilty of gross misconduct or in any way fundamentally breach your employment contract with the Company.

### The Company may terminate your employment at any time pursuant to this clause 12, even where such termination might cause you to forfeit any right to sick pay or benefit from any insurance policy.

### **Suspension and Garden Leave**

### The Company reserves the right to suspend you for such period as it deems it necessary during any disciplinary investigation or sickness situation where the Company does not feel you are fit enough to be at work. For the duration of any suspension, you will be entitled to your full salary and benefits.

### The Company reserves the right to place you on garden leave during all or part of your notice period. Garden leave means any period during which you remain employed but during which period the Company shall be under no obligation to provide you with work. For the duration of any garden leave period, you:

### will be entitled to your full salary and contractual benefits;

### will remain an employee of the Company and bound by the terms of this agreement (including any implied duties of good faith and fidelity);

### may be required to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including your home) as the Company may decide;

### must not work for any other person, firm or company during, without the prior written permission of the Company;

### must not, without prior written consent, attend your place of work or any other premises of the Company;

### must not, without prior written consent, contact or deal with any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company;

### except during any periods taken as holiday (which must be requested in the usual way), ensure that your manager knows your whereabouts and how you can be contacted during the working day.

### **Company property and obligations on termination**

### The Company will provide a company laptop and mobile phone for your use in the proper performance of your employment only.

### All documents, manuals, hardware and software provided for your use in the course of your employment by the Company, and any data or documents (including copies) produced, maintained or stored on the computer systems of the Company or other electronic equipment (including mobile phones), remain the property of the Company.

### On termination of your employment (however arising) or, if earlier, at the start of a period of Garden Leave, you shall:-

### immediately deliver to the Company all documents, books, materials, records, usernames, passwords, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company, any keys and any other property of the Company, which is in your possession or under your control;

### irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the Company's premises; and

### provide a signed statement that you have complied fully with your obligations under this clause 14.3 together with such reasonable evidence of compliance as the Company may request.

### **Confidentiality**

### You may not use or provide to the Company any proprietary or confidential documents or information which belongs to any prior employer or any third party in breach of any contractual obligation or other express or implied duty that you may owe to the relevant party while employed by the Company. In the event that you were to provide confidential information in breach of such obligations, the Company may take disciplinary action up to and including dismissal without notice.

### You must not at any time during or after your employment directly or indirectly disclose, use or exploit for your own purposes or those of any other third party any confidential information (“Confidential Information”) or your knowledge of that Confidential Information.

### For the purposes of your employment and this Contract, Confidential Information includes, but is not limited to:

### Trade secrets or other information of a confidential nature relating to the Company or to any of its employees, directors, shareholders, suppliers or customers such as, but not limited to, details of its activities, business plans and forecasts, finances and financial information that is not in the public domain, intellectual property details which are not in the public domain, marketing information, personnel records (including names, addresses and other details of employees), payroll details of employees, plans, designs or formulae that are not in the public domain, maturing new business opportunities, management systems, business methods, concepts, ideas, new designs, new techniques, graphic designs, discoveries or know-how, sales statistics, marketing surveys and plans, costs, profit or loss, price and discount structures;

### Other information notified to you as having been designated as confidential by the Company;

### Information in relation to which the Company owes a duty of confidentiality to a third party;

### Any document marked confidential or with similar expressions, or any information which you have been told is confidential or which you might reasonably expect we would regard as confidential; and

### Confidential information made or received by you in your employment which shall be the property of the Company.

### During your employment you must use your best endeavours to prevent the unauthorised use or disclosure of any Confidential Information whether by any other employee or agent of the Company or otherwise.

### You must not during your employment or at any time after it has terminated for any reason, make (except for the benefit of the Company) any copy, record or memorandum (whether recorded electronically or in any other way) of any confidential information. Any such copy, record or memorandum made by you during your employment shall be (and shall always) remain the Company’s property and you must return it to the Company at any time during your employment at the Company’s request.

### The ban on the disclosure of Confidential Information does not prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided that you make such disclosure in an appropriate way to an appropriate person having regard to the provisions of the Act.

### The obligations in this clause shall not apply:

### To any information or knowledge which may subsequently come into the public domain other than by way of an unauthorised disclosure (whether by you or a third party); or

### During your employment with the Company and following it coming to an end, you must not use for your own purposes or disclose to any unauthorised person to receive any Confidential Information except when you ought to do so by law;

### To any act of yours in the proper performance of your duties of employment; or

### Where such use or disclosure has been properly authorised by us.

### At any time during your employment at the request of the Company or automatically on the termination of your employment you shall immediately deliver to the Company all plans, statistics, correspondence, documents, records, papers, (including, without limitation, records and papers relating to the customers and their dealings with the Company, including information relating to pricing levels, discounts and services purchased) property, computer disks or tapes and equipment belonging to the Company or relating to its business affairs which may be in your possession or control.

### **Post Termination Restrictions**

### In order to protect the Confidential Information and business connections of the Company to which you have access as a result of the Employment, you covenant with the Company that you shall not:

### for 6 months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business;

### for 12 months after Termination, in the course of any business concern which is in competition with any Restricted Business, have any business dealings with any Restricted Supplier.

### for 12 months after Termination, solicit or endeavour to entice away from the Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;

### for 12 months after Termination, in the course of any business concern which is in competition with any Restricted Business, have any business dealings with any Restricted Investor.

### for 12 months after Termination, solicit or endeavour to entice away from the Company the business or custom of a Restricted Investor with a view to providing goods or services to that Restricted Investor in competition with any Restricted Business;

### for 12 months after Termination in the course of any business concern which is in competition with any Restricted Business, offer to employ or engage or otherwise endeavour to entice away from the Company any Restricted Person;

### for 12 months after Termination in the course of any business concern which is in competition with any Restricted Business, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement;

### for 12 months after Termination, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Restricted Business; or

### for 12 months after Termination, pursue any project or initiative considered by the Company at any time within the period of 12 months prior to Termination with which you had contact or dealings with (other than on a minimal basis) or about which you became aware or informed in the course of your employment or about which you had access to Confidential Information concerning the project or initiative.

### at any time after Termination, represent yourself as connected with the Company in any Capacity, other than as a former employee, or use any registered names or trading names associated with the Company .

### None of the restrictions in Clause 16.1 shall prevent you from:

## holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange; or

## being engaged or concerned in any business concern, provided that your duties or work shall relate solely to services or activities of a kind with which you were not concerned to a material extent in the 12 months before Termination.

### The restrictions imposed on you by this clause 16.1 apply to you acting:

## directly or indirectly; and

## on your own behalf or on behalf of, or in conjunction with, any firm, company or person.

### Each of the restrictions in this clause 16 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

### The periods for which the restrictions in clause 16 apply shall be reduced by any period that you spend on Garden Leave (in accordance with clause 13) immediately prior to the termination of your employment.

### If you receive an offer to be involved in a business concern in any Capacity during your employment, or prior to the expiry of the last of the covenants in this clause 16, you shall give the person making the offer a copy of this clause 16 and shall tell the Company the identity of that person as soon as possible after accepting the offer.

### If any person who is an employee or was formerly an employee of the Company solicits, induces or endeavours to solicit or induce you to leave the employment of the Company with a view to you taking up a position as representative, partner, director, employee, joint venturer, investor, consultant or otherwise of any competing business, you will immediately inform a director of the Company.

### If your employment is transferred to any firm, company, person or entity (the "New Employer") pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, you will, if required, enter into an agreement with the New Employer containing post-termination restrictions corresponding to those restrictions in this clause 16, protecting the confidential information, trade secrets and business connections of the New Employer.

### For the purposes of this clause 16, the following definitions apply:

Employment**:** your employment by the Company on the terms of this agreement.

Capacity**:** as agent, consultant, director, employee, worker, owner, partner, member, shareholder or in any other capacity.

Confidential Information: as defined in clause 15.3 of this Agreement.

Restricted Business: those parts of the business of the Company with which you were involved to a material extent in the 12 months before Termination.

Restricted Customer:  means any firm, undertaking company or person who, during the 12 months prior to the termination of your employment (or if sooner, such time as you commence Garden Leave), was a customer of, or prospective customer of or in the habit of dealing with the Company , and with whom you had contact or dealings with (other than on a minimal basis) or about whom you became aware or informed in the course of your employment or about whom you had access to Confidential Information. For the avoidance of any doubt, a ‘prospective customer’ means any person, firm, company or other undertaking with whom or which, at any time during the 12 months prior to the termination of your employment (or if sooner, such time as you commence Garden Leave), the Company was in discussion with a view to providing goods and/or services, and in which discussions you were involved (other than on a minimal basis) or of which discussions you had knowledge or about which discussions you had access to Confidential Information;

**Restricted Investor: means any person, firm, company or other undertaking who or which has provided funds to the Company or a prospective investor to the Company and with whom you dealt (other than on a minimal basis) at any time during the 24 months prior to the termination of your employment (or if sooner, such time as you commence Garden Leave) or about whom you became aware or informed in the course of your employment about whom or which you had access to Confidential Information.** **For the avoidance of any doubt, a ‘prospective investor’ means any person, firm, company or other undertaking with whom or which, at any time during the 24 months prior to the termination of your employment (or if sooner, such time as you commence Garden Leave), the Company was in discussion with a view to such investor providing funds, and in which discussions you were involved (other than on a minimal basis) or of which discussions you had knowledge or about which discussions you had access to Confidential Information ;**

Restricted Person**:** means anyone employed or engaged by the Company in a senior sales, marketing, operations or executive management role or who could materially damage the interests of the Company if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom you dealt in the course of your employment in the 12 months prior to the termination of your employment (or if sooner, such time as you commence Garden Leave).

Restricted Supplier: means any person, firm, company or other undertaking who or which has provided goods or services (other than utilities or administration-related supplies) to the Company and with whom you dealt (other than on a minimal basis) at any time during the 12 months prior to the termination of your employment (or if sooner, such time as you commence Garden Leave) or about whom or which you had access to Confidential Information;

Subsidiary and Holding Company**:** in relation to a company mean "subsidiary" and "holding company" 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) a nominee.

Termination**:** the termination of your employment with the Company howsoever caused.

### **Intellectual Property**

### You acknowledge and agree that, because of the nature of your duties and the particular responsibilities arising from the nature of your duties, you have, and shall have at all times while you are employed by the Company, a special obligation to further the interests of the Company.

### You shall give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by you at any time during the course of your employment which relate to, or are reasonably capable of being used in, the business of the Company . You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically, you hold them on trust for the Company. You agree promptly to execute all documents and do all acts both during and after your employment by the Company as may, in the opinion of the Company, be necessary or desirable to give effect to this clause 17.2. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Intellectual Property Rights.

### You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to in clause 17.2 and agree not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.

### **Health & Safety**

### The Company will take all reasonable practical steps to ensure your health and safety and welfare while at work. You must familiarise yourself with the Company's health and safety policy and its safety and fire rules. It is also your legal duty to take care of your own health and safety and that of your colleagues. You should keep the Company aware of any health concerns you may have which may have an effect on your work.

### **Disciplinary and Grievance Procedures**

### You are subject to the Company’s grievance and disciplinary procedures, which are set out in the Employee Handbook. These procedures do not form part of your contract of employment.

### If you wish to raise a grievance, you may apply in writing to the Company’s nominated representative in accordance with the Company’s grievance procedure.

### If you wish to appeal against a disciplinary procedure, you may apply in writing to the Company’s nominated representative in accordance with the Company’s disciplinary procedure.

### If your appeal has been reje,cted then your are free to register a dispute with www.disputesregister.org.

### **Data Protection**

### During your employment you may handle and/or process data or sensitive personal data relating to other employees or customers for legal, personnel, administrative and management purposes and you agree to keep such information confidential and only use it as necessary in the proper performance of your duties. You agree to comply with the law and best practice on data processing. Failure to comply may be dealt with under the Company’s disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

### **Communication Systems**

### The Company regards the integrity of its electronic communication systems as central to the success of the business.

### The policy is to take any measures it considers necessary to ensure that all aspects of the system are fully protected. During your employment with us, you are likely to have access to our communications facilities, such as email, internet, computers and telephones. Use of such equipment is subject to compliance with Company rules. Misuse of the electronic communication systems is a serious disciplinary offence.

### **Other Employment**

### Subject to Clause 22.2, during your employment you shall not, except as a representative of the Company or with the prior written approval of the Company, whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any Capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).

### Notwithstanding Clause 22.1, you may hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by the Company.

### **Changes to your Particulars of Employment**

### The Company reserves the right to make changes to any of your terms and conditions of employment. You will be notified in writing of any change as soon as possible.

### **Miscellaneous**

### Our offer of employment and the continuation of your employment is subject to you passing all required employment checks and continuing to comply with all necessary requirements which are satisfactory to the Company including but not limited to:-

### satisfactory references;

### evidence of qualifications;

### your right to work in the UK;

### you not being prohibited from working for the Company, for example, by any obligations imposed upon you by a previous employer; and

### If, after commencement of employment, the Company receives information which it deems in its absolute discretion to be unsatisfactory or if the Company becomes aware of any restrictions preventing or prohibiting you from carrying out your employment, the Company will be entitled to terminate your employment immediately without notice. This will be the case even if you have been allowed to commence employment before all pre-employment checks were completed.

### There are no collective agreements that apply to your employment.

### Termination of this contract howsoever caused shall not affect any provisions which are intended to operate after termination.

### Notices served under this contract will be deemed to be served immediately if served personally or by e-mail and 48 hours from the date of posting to the other parties last known address.

### The Contract is the whole agreement between you and the Company and supersedes all previous agreements whether oral or in writing. English law shall govern the validity, construction and performance of this contract.

**Please acknowledge receipt of this statement of the terms and conditions of your employment by signing below and returning one full copy to the Company.**

……………………………………………………….. ………………………………………..

For and on behalf of [COMPANY NAME] Date

I acknowledge that I have received a statement of the terms and conditions of my employment with [COMPANY NAME] as required by the Employment Rights Act 1996. I have read the terms and conditions of my employment and I agree to my employment being governed by them.

…………………………………………….. ………………………………………...

Signature of Employee Date