



Your Employment Agreement with Searchlight Security Ltd (the "Company")

This Agreement sets out the principal terms and conditions applying to your employment with the Company, including all particulars required to be given to you in writing under the Employment Rights Act 1996. All the parts of this Agreement combined constitute your contract of employment. If there is any discrepancy between Parts 1 and 2 of this Agreement then the terms set out in Part 1 will take precedence.

Part 1 – Individual Terms

1. **You:** Victoria Agbo of 8 Albion Place, Farnworth, Bolton, BL4 9SF
2. **Start Date:** October 24th, 2022
3. **Role:** QA Analyst
4. **Reporting to:** Head of Development
5. **Length of Probationary Period:** 3 months which may be extended by up to a further 3 months at the Company's discretion.
6. **Notice Period:**
 - 6.1. During Probationary Period: 1 week's notice in writing given at any time during or at the end of the Probationary Period.
 - 6.2. Following successful completion of Probationary Period: 4 weeks' notice in writing unless you have more than 4 years' continuous service with the Company in which case you will be entitled to receive or required to give one week's notice for each completed year of continuous service up to a maximum of 12 weeks' notice after 12 years' continuous service.]
7. **Normal Hours of Work:**
 - 7.1. 9:00 to 17:30 Monday to Friday with a one-hour break for lunch. You will be required to work outside these hours as may be necessary for the proper performance of your duties. You are not entitled to overtime payment or time off in lieu of hours worked outside your normal hours. Lunch breaks and other breaks provided to you will not constitute working time. By your signature to this Agreement, you:

- (a) acknowledge that you may be required to work in excess of an average of 42.5 hours in any one period of 7 calendar days and consent to do so if so requested by the Company or if otherwise necessary for the fulfilment of your duties. You may withdraw such consent by giving no less than 3 months' prior notice in writing to the Company of such withdrawal;
- (b) confirm that you do not undertake any other work for any employer and undertake to seek the consent of the Company before undertaking work for any other employer; and
- (c) agree to fully co-operate in assisting the Company to maintain accurate records of your working hours for the purposes of the Working Time Regulations 1998.

8. **Normal Place of Work:**

8.1. Your place of work is 63 Pure Offices, 1 Port Way, Port Solent, PO6 4TY.

9. **Remuneration:**

9.1. Salary: £45,000.00 per annum

10. **Paid Leave:**

10.1. Holiday entitlement: 22 working days' holiday per holiday year in addition to 3 fixed days over the Christmas period and up to 8 UK public holidays to be taken on the allocated days.

10.2. You may be eligible to take the following additional types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time:

- (a) statutory maternity leave;
- (b) statutory paternity leave;
- (c) statutory adoption leave;
- (d) shared parental leave;
- (e) parental bereavement leave.

10.3. Further details of such leave and your pay during such leave are available from www.gov.uk.

11. **Pension:**

You are eligible to be enrolled into the NEST pension scheme. Further details of the pension scheme are available from www.nestpensions.org.uk.

12. **Training:**

12.1. As at the date of this Agreement, there are no current requirements or entitlements for you to undertake any specific training in connection with your employment. In the future, you may be entitled or required to take part in various training courses which the Company may provide or facilitate access to from time to time. Specific details of any courses that might be available to you will be provided to you in due course.

13. **Restrictive Covenants:**

13.1. Without prejudice to the other terms of this Agreement, you agree that following the termination of your employment for any reason whatsoever, you will be bound by and you will comply with the terms and conditions set out in Part 3.

13.2. Non-Compete Period: the period of 3 months following the date your employment terminates less any period of time spent by you on garden leave.

13.3. Restriction Period: the period of 6 months following the date your employment terminates less any period of time spent by you on garden leave.

Part 2 – Generally Applicable Terms

"Group Companies" or **"Group"** means the Company and any holding company or any parent company or any subsidiary or subsidiary undertaking of the Company or such companies, as such terms are defined in s 1159, s 1162 (together with Schedule 7 and the definition of "parent company" in s 1173), s 1161 and Schedule 6 of the Companies Act 2006, and **"Group Company"** means any of them.

1. Commencement of Employment

- 1.1. Your employment with the Company shall commence on the Start Date specified in your Individual Terms. Your period of continuous employment with the Company commences on the same date.

2. Role

- 2.1. Your Role is as specified in your Individual Terms.
- 2.2. The Company appoints you and you agree to serve in that Role, or such other position as the Company may require from time to time, on the terms of this Agreement.
- 2.3. You will initially report to the person specified in your Individual Terms. The Company reserves the right to change your reporting line from time to time as the needs of the business may require.
- 2.4. Without additional remuneration, you shall accept and hold for such period(s) as specified by the Company, any office(s) including any post(s) as director, company secretary, trustee, nominee and/or representative of the Company and/or and Group Company.

3. Duties

- 3.1. You shall carry out such duties as attach to your Role and any other duties for the Company and/or any Group Company (whether or not commensurate with your position) which the Company assigns to you from time to time.
- 3.2. Subject to the terms of this Agreement, you shall:
 - (a) devote the whole of your working time and attention to your employment;

- (b) perform your duties faithfully and diligently and exercise such powers consistent with those duties as are assigned to or vested in you by the Company and/or any Group Company;
- (c) obey all lawful and reasonable directions of the Company;
- (d) observe in form and spirit such restrictions or limitations as may from time to time be imposed by the Company;
- (e) observe in form and spirit any relevant Company and/or Group Company policy, procedures, rules and regulations (whether formal or informal); and
- (f) use your best endeavours to foster the Company's interests and save where this causes a conflict with the Company's interests, those of its other Group Companies.

4. **Probationary Period**

Your employment is conditional upon satisfactory completion of a Probationary Period (starting on the Start Date) which is set out in your Individual Terms. The length of your notice period during the Probationary Period is set out in your Individual Terms. The Company reserves its right to make a payment of basic salary only in lieu of notice at its discretion.

5. **Hours of work**

Your normal hours of work are specified in your Individual Terms.

6. **Place of Work**

- 6.1. Your principal place of work is specified in your Individual Terms. The Company reserves the right to change your principal place of work on giving reasonable prior notice to you.
- 6.2. You shall travel to and work on a temporary basis from such locations within and outside of the United Kingdom as the Company may reasonably require. There is no current requirement for you to work outside the United Kingdom for any consecutive period of one month or more.

7. **Expenses**

The Company will reimburse to you (or as the case may be procure the reimbursement of) all expenses wholly, properly and necessarily incurred by you in the performance of your duties subject to production of such receipts or other

evidence of expenditure as the Company may reasonably require and in accordance with the Company's policy on expenses in force from time to time.

8. **Salary**

- 8.1. You will be paid an annual salary as specified in your Individual Terms, subject to deduction of such tax and national insurance as the Company is required by law to deduct. Your salary will accrue from day to day and is payable in equal monthly instalments in arrears on or about the last day of each month, directly into a bank or building society account nominated by you.
- 8.2. Your salary will be reviewed by the Company on a periodic basis, save where you are working under notice of termination. There is no obligation on the Company to increase your salary. Any increase awarded will be effective from the date specified by the Company.
- 8.3. Your salary is inclusive of any fees you are entitled to as a director of the Company and/or any Group Company.

9. **Pension**

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

10. **Bonus and Commission**

- 10.1. In the event that the Company entitles you to participate in any bonus and/or commission schemes or makes any award to you, the bonus and/or commission will be of such amount and subject to such conditions (including, but not limited to, conditions for and timing of payment) as the Company may in its absolute discretion determine from time to time. The Company reserves the right to award a nil payment.
- 10.2. Any bonus and/or commission awarded to you shall be purely discretionary, shall not form part of your contractual remuneration under this agreement and shall not be pensionable. The making of an award shall not oblige the Company to make any subsequent awards.
- 10.3. Notwithstanding clause 10.1, you shall have no right to be awarded or where an award has been made, paid bonus and/or commission (pro rata or otherwise) if:

- (a) you are subject to any capability and/or disciplinary procedures; and/or
- (b) your employment has terminated (whether lawfully or unlawfully) or you are under notice of termination (whether given by you or the Company).

10.4. If you have been notified that you are under investigation in accordance with the Company's disciplinary or capability procedure then your eligibility to be considered for a discretionary award will be postponed pending the conclusion of any such investigation and any subsequent disciplinary hearing or capability meeting.

11. **Share Option and Long Term Incentive Plan**

- 11.1. The terms of your employment shall not be affected in anyway by your participation or entitlement to participate in any long term incentive plan or share option scheme. Such schemes and/or plans shall not form part of the terms of your employment (express or implied).
- 11.2. In calculating any payment, compensation or damages on the termination of your employment for whatever reason (whether lawful or unlawful) which might otherwise be payable to you, no account shall be taken of your participation in any such schemes and/or plans referred to in clause 11.1 or any impact upon participation such termination may have.
- 11.3. This clause 11 does not in anyway indicate any right or entitlement to participate in any such schemes and/or plans.

12. **Schemes**

- 12.1. Participation and entitlement to benefits under any of the Schemes is subject to:
 - (a) the terms of the relevant Scheme as amended from time to time;
 - (b) the rules or policies as amended from time to time of the relevant Scheme provider;
 - (c) acceptance by the relevant Scheme provider; and
 - (d) satisfaction of the normal underwriting requirements of the relevant Scheme provider and the premium being at a rate which the Company considers reasonable.

- 12.2. The Company shall only be obliged to make any payment under any Scheme where it has received payment from the relevant Scheme provider for that purpose. If a Scheme provider refuses to provide any benefit to you, whether based on its own interpretation of the terms and/or rules of the relevant Scheme or otherwise, the Company shall not be liable to provide you with any replacement benefit whatsoever or pay any compensation in lieu of such benefit.
- 12.3. The Company, in its absolute discretion, reserves the right to discontinue, vary or amend any of the Schemes (including the provider and/or level of cover provided under any Scheme) at any time on reasonable notice to you.
- 12.4. You agree that the Company shall be under no obligation to continue this Agreement and your employment so that you continue to receive benefits under this Agreement. In particular, you agree that the Company may terminate your employment notwithstanding any rights which you may have to participate in and/or obtain benefits under any permanent health insurance scheme which the Company operates from time to time. You agree that you shall have no entitlement to compensation or otherwise from the Company and/or any Group Company for the loss of any such entitlements and/or benefits.

13. **Holidays and other paid leave**

- 13.1. You are entitled to the number of working days' paid holiday in each Holiday Year as set out in your Individual Terms (pro rated to the nearest half day for the Holiday Year in which your employment commences and terminates). Holiday Year means the period from 1st May to 30th April.
- 13.2. Holiday must be taken at such times as are agreed with the Company. In addition, the Company reserves the right to designate one or more of your paid holidays to cover office closures. You will not normally be allowed to take more than 10 working days' holiday at a time.
- 13.3. On giving at least 5 days notice, the Company may require you to take any accrued but untaken holiday where you are under notice of termination (including where you are on garden leave pursuant to clause 19).

- 13.4. Save as provided for in this clause, you may carry forward up to a maximum of 5 days of your holiday entitlement to a subsequent Holiday Year. If you have been prevented from taking holiday in a Holiday Year by a period of sickness absence or statutory maternity, paternity, adoption, parental or shared parental leave, carry over of 4 weeks' holiday per year (less any leave taken during that Holiday Year) is permitted, but any such carried over holiday which is not taken within 18 months of the end of that Holiday Year will be lost.
- 13.5. Save as provided for in clause 13.6 no payment in lieu will be made of any unused holiday entitlement in any Holiday Year.
- 13.6. On termination of your employment:
- (a) you will be entitled to pay in lieu of any accrued but untaken holiday entitlement; and/or
 - (b) you will be required to repay to the Company any salary received for holiday taken in excess of your accrued entitlement (which you agree may be deducted from any payments, including salary, due to you from the Company).

Any payment or repayment pursuant to this clause will be calculated on the basis of 1/260 of your salary payable pursuant to clause 8 for each day of holiday.

- 13.7. The Company may replace, amend or withdraw the Company's policy on any type of leave at any time.

14. **Sickness Absence**

- 14.1. If you are unable to work due to sickness or injury, you must report this by 10am on the first working day of such sickness or injury to the Company, indicating so far as practicable the date on which you expect to return to work. You shall keep the Company informed and provide it with such certification of your condition as it may require.
- 14.2. You will be required to complete a self-certification form on your return to work from any absence of up to 7 days (including non working days). If your absence exceeds 7 consecutive days you must provide the Company with a doctor's certificate as soon as possible after the seventh day of absence.

You must provide further doctor's certificates to the Company as necessary to cover the full period of your continued absence.

- 14.3. If at any time in the reasonable opinion of the Company you are unable to perform all or part of your work due to sickness or injury, you will at the request and expense of the Company:

- (a) consent to an examination by a doctor nominated by the Company; and
- (b) authorise the doctor to disclose to and discuss with the Company, his or her report (including copies) of the examination and your fitness for work.

- 14.4. The Company is entitled to rely on the reasonable opinion of any doctor engaged to examine you under clause 14.3 as to your fitness for work.

- 14.5. If you are absent from work due to sickness, injury or other incapacity you may be entitled to receive statutory sick pay ("SSP") from the Company provided that you are eligible for payment and have complied with all the statutory rules (including the statutory requirements for notification of absence). For the purposes of SSP your qualifying days are Monday to Friday inclusive. You will not be entitled to receive any remuneration other than SSP during periods of absence due to illness.

15. Obligations during Employment

- 15.1. Save with the prior written permission of the Company, you shall not during your employment (whether during or outside normal working hours):

- (a) undertake any work or be in any way concerned or interested in any business or activity which may in the Company's opinion adversely affect the proper performance of your duties;
- (b) take any preparatory steps to become engaged or interested in any capacity whatsoever in any business or venture which is in or is intended to enter into competition with any of the Company's or any Group Company's businesses;
- (c) carry out any public or private work other than your duties under this Agreement (whether for profit or otherwise);

- (d) directly or indirectly receive in respect of any goods or services sold or purchased or any other business transacted (whether or not by you) by or on behalf of the Company and/or any Group Company any discount, rebate, commission or other inducement (whether in cash or in kind) which is not authorised by the relevant Company and/or Group Company rules or guidelines. You will account to the Company for the value of any such inducement.
- 15.2. Notwithstanding clause 15.1, you may hold an investment by way of shares or other securities of not more than (a) 5% of the total issued share capital of any company listed or dealt in on a recognised stock exchange; and/or (b) 3% of the total issued share capital of any private company, where such private company does not carry on a business similar to or competitive with any business for the time being carried on by the Company and/or any Group Company.
- 15.3. You shall observe relevant rules of law and the Company guidelines/codes relating to dealings in shares, debentures or other securities of the Company and/or any Group Company. In relation to overseas dealing you shall observe all laws and all regulations of the stock exchange, market or dealing system in which country or state such dealings take place.
- 16. **Confidential Information**
 - 16.1. You shall not either during your employment or at any time after its termination (howsoever arising), directly or indirectly, use, disclose or communicate to any person whatsoever and, shall use your best endeavours to prevent the publication or disclosure of, any Confidential Information.
 - 16.2. "Confidential Information" means any trade secrets or other information which is confidential, commercially sensitive and is not in the public domain relating or belonging to the Company and/or any Group Company including but not limited to:
 - (a) information relating to the business methods, corporate plans, management systems, finances, new business opportunities,

research and development projects, marketing or sales of any past, present or future product or service;

- (b) secret formulae, processes, inventions, designs, know-how discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future product or service of the Company and/or any Group Company;
- (c) lists or details of customers, potential customers or suppliers or the arrangements made with any customer or supplier; and
- (d) any information in respect of which the Company and/or any Group Company owes an obligation of confidentiality to any third party.

16.3. You are permitted to make a disclosure or comment that would otherwise be prohibited by this clause 16 where necessary and appropriate, if you make this to:

- (a) your spouse, civil partner or partner or immediate family provided that they agree to keep the information confidential;
- (b) any person who owes you a duty of confidentiality (which you agree not to waive) in respect of information you disclose to them, including your legal or tax advisers or persons providing you with medical, therapeutic, counselling or support services;
- (c) your insurer for the purposes of processing a claim for loss of employment; or
- (d) your recruitment consultant or prospective employer to the extent only strictly necessary to discuss your employment history.

16.4. Nothing in this clause 16.1 shall prevent you from:

- (a) any use or disclosure in the proper performance of your duties under this Agreement, as authorised by the Company and/or as required by law;
- (b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- (c) complying with an order from a court or tribunal to disclose or give evidence;

- (d) disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and national insurance liabilities arising from your employment or its termination;
- (e) disclosing any information which is already in or comes into the public domain other than through your unauthorised disclosure; and/or
- (f) making any protected disclosure within the meaning of s43A Employment Rights Act 1996.

17. Intellectual Property

17.1. For the purposes of this Agreement:

- (a) **"Employment Inventions"** means any Invention which is made wholly or partially by you at any time during the course of your employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form).
- (b) **"Employment IPRs"** means Intellectual Property Rights created by you in the course of your employment with the Company (whether or not during working hours or using Company premises or resources).
- (c) **"Intellectual Property Rights"** means patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- (d) **"Invention"** any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.
- 17.2. You acknowledge that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, you hold them on trust for the Company and you hereby assign (including by way of present assignment of future copyright and other rights) to the Company with full title guarantee absolutely and irrevocably all right, title and interest in and to all Employment IPRs and Employment Inventions with effect from the date such Employment IPRs and Employment Inventions are created.
- 17.3. You acknowledge 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.
- 17.4. To the extent that legal title in and to any Employment IPRs or Employment Inventions does not vest in the Company by virtue of clause 17.2, you agree, immediately on creation of such rights and Inventions, to offer to the Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company shall refer the dispute for determination to an expert who shall be appointed by the President of London Court of International Arbitration. The expert's decisions shall be final and binding on the parties in the absence of manifest error, and the costs of arbitration shall be borne equally by the parties.
- 17.5. During and after the termination of your employment, you agree:
 - (a) to give the Company full written details of all Employment Inventions promptly on their creation;
 - (b) at the Company's request and in any event on the termination of your employment to give to the Company all originals and copies of

- correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;
- (c) not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company; and
 - (d) to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by you.
- 17.6. You waive all your present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agree not to support, maintain or permit any claim for infringement of moral rights in such copyright works.
- 17.7. You acknowledge that, except as provided by law, no further remuneration or compensation other than that provided for in this Agreement is or may become due to you in respect of your compliance with this clause. This clause is without prejudice to your rights under the Patents Act 1977.
- 17.8. You undertake to use your best endeavours 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 vest the Employment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Employment IPRs and the Employment Inventions. 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 Employment IPRs. The Company agrees to reimburse your reasonable expenses of complying with this clause 17.8.
- 17.9. You agree to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

18. Termination of Employment

- 18.1. After completion of your Probationary Period your Notice Period is as set out in your Individual Terms.
- 18.2. Nothing in this clause shall prevent the Company from terminating your employment without notice or salary in lieu of notice in the event of gross misconduct or in other appropriate circumstances.

19. Garden Leave

- 19.1. During any period of notice to terminate your employment (whether given by you or the Company), or if you purport to terminate your employment in breach of this Agreement, the Company may for all or part of that period, in its absolute discretion (and notwithstanding any other provisions of this Agreement) require you:
- (a) to perform only such of the duties as it may allocate to you or such other projects or duties as may be required;
 - (b) not to perform any duties;
 - (c) not to have any contact (other than purely social contact) or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company and/or any Group Company save as determined by the Company;
 - (d) to disclose to the Company any attempted contact (other than purely social contact) with any person with whom you have been required not to have any contact pursuant to this clause;
 - (e) to take any accrued holiday entitlement (in accordance with clause 13.3);
 - (f) not to enter any premises of the Company and/or any Group Company nor to visit the premises of any suppliers and/or customers of the Company and/or any Group Company;
 - (g) to return as requested by the Company any mobile telephone handset, SIM card, laptop computer and/or any other Company and/or Group Company property, including Confidential Information (as defined in clause 16.2), the Company may require; and/or

(h) to resign immediately from any offices you hold in the Company and/or any Group Company.

19.2. You agree that any action taken on the part of the Company and/or any Group Company pursuant to clause 19.1 shall not constitute a breach of this Agreement of any kind whatsoever nor will you have any claim against the Company and/or any Group Company in respect of such action.

20. Payment in lieu of notice

20.1. The Company may in its absolute discretion, terminate your employment at any time with immediate effect and pay you a sum equal to the basic salary you would have received during your Notice Period as detailed in your Individual Terms (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions ("Payment in Lieu"). The Payment in Lieu shall not include any payment in respect of:

- (a) any bonus or commission payments that might otherwise have been paid to you during the period for which the Payment in Lieu is made;
- (b) benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made; or
- (c) any holiday entitlement that would have accrued to you during the period for which the Payment in Lieu is made.

20.2. You shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 20.1. Nothing in this clause 20 shall prevent the Company from terminating your employment in breach.

21. Summary Termination

21.1. The Company may terminate your employment at any time, without notice or pay in lieu of notice, and with no liability to make any further payment to you, if:

- (a) you commit any act of gross misconduct;
- (b) your conduct (whether or not it occurs during or in the context of your employment) is such that it may in the reasonable opinion of the Company bring the Company and/or any Group Company into

disrepute and/or is calculated or likely prejudicially to affect the interests of the Company and/or any Group Company;

- (c) you are negligent and/or incompetent in the reasonable opinion of the Company in the performance of your duties;
- (d) you commit any serious or repeated breach of this Agreement;
- (e) you are convicted of any criminal offence (other than an offence under the road traffic legislation in the United Kingdom or abroad for which you are not sentenced to any term of imprisonment, whether immediate or suspended);
- (f) you commit any act of fraud or dishonesty relating to the Company and/or any Group Company, any of its or their employees, customers or otherwise.

21.2. The rights of the Company under clause 21.1 are without prejudice to any other rights that it may have at law to terminate your employment or accept any breach of this Agreement by you as having brought the Agreement to an end and any delay by the Company in exercising its rights under clause 21.1 shall not constitute a waiver of such rights.

22. **Reconstruction and Amalgamation**

If your employment is terminated by reason of any reconstruction or amalgamation of the Company and/or any Group Company whether by winding up or otherwise and you are offered employment with any concern or undertaking involved in or resulting from such reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Agreement, you shall have no claim against the Company or any such undertaking arising out of or in connection with such termination.

23. **Property**

23.1. At any time during your employment or following its termination (for whatever reason), as requested by the Company and/or any Group Company, you agree to:

- (a) return to the Company and/or any Group Company or irretrievably destroy or delete:

- (i) any documents, drawings, designs, computer files or software, visual or audio tapes or other materials containing information (including, without limitation, Confidential Information as defined in clause 16.2) and/or any copies or extracts of the same relating to the Company's or any Group Company's businesses; and
- (ii) any other property of the Company and/or any Group Company
- (iii) in your possession, custody and/or directly or indirectly under your control;
- (iv) inform the Company of all passwords, pass codes, pin numbers and any other similar information used by yourself in relation to any information technology systems, vehicles, rooms and/or any other secured property of the Company and/or any Group Company.

24. **Resignation from Appointments**

At any time, at the request of the Company and/or any Group Company, you agree to resign from any directorships, offices, appointments and/or trusteeships which you hold with the Company and/or any Group Company without claim for compensation and your resignation shall not affect in anyway the continuance of this Agreement.

25. **Suspension**

In order to investigate a complaint against you of misconduct and/or poor performance, the Company may suspend you for so long as may be necessary to carry out a proper investigation and complete any appropriate disciplinary and/or capability process. During any period of suspension you shall continue to receive your salary and contractual benefits.

26. **Disciplinary Rules**

You are subject to the Company's disciplinary rules and procedures in force from time to time and such other procedures of this nature as may from time to time be adopted. Application of any such procedure is at the Company's discretion and is not a contractual entitlement.

27. **Grievance**

If you have any grievance relating to your employment (other than one relating to a disciplinary decision or a decision to dismiss you), you should follow the procedure set out in the Company's grievance procedure in force from time to time. Application of the grievance procedure is at the Company's discretion and is not a contractual entitlement.

28. **Data Protection**

- 28.1. The Company will collect and process information relating to you in accordance with the privacy notice which is provided to you. You are required to sign and date the privacy notice, and return it to Human Resources.
- 28.2. You shall comply with the Company's privacy policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Company. You will also comply with the Company's other relevant policies from time to time in force.
- 28.3. Failure to comply with the Company's privacy policy or any of the policies listed above in Clause 28.2 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

29. **Lay-off and short-time working**

- 29.1. If there is a reduced need for employees to perform work of a particular kind on a temporary or permanent basis, or any other occurrence which affects normal working, the Company shall be entitled to lay you off or impose short-time working for such period as the Company shall decide.
- 29.2. While you are laid off you shall not be required to work and shall have no right to remuneration subject to clause 29.5.
- 29.3. While you are on short-time working your working hours may be reduced as the Company sees fit and your remuneration shall be correspondingly reduced subject to clause 29.5.
- 29.4. The Company shall give as much notice as is reasonably practicable of lay-off or short-time working. Thereafter the Company shall give as much

notice as is reasonably practicable of any further change to your hours including a return to normal working hours.

- 29.5. During any period of lay-off or short-time working the Company shall pay statutory guarantee pay in accordance with legislation in force from time to time.

30. **Warranty**

- 30.1. You warrant that you are not bound by nor subject to any court order, arrangement, obligation (express or implied), restriction or undertaking (contractual or otherwise) which prohibits or restricts you from entering into this Agreement.
- 30.2. You undertake to indemnify the Company and/or any Group Company against any claims, costs, damages, liabilities and/or expenses which the Company and/or any Group Company may incur as a result of any claim that you are in breach of any order, arrangement, obligation, restriction or undertaking referred to in clause 30.1.
- 30.3. You warrant that you are entitled to work in the United Kingdom for the Company and will notify the Company immediately if you cease to be so entitled during the course of your employment.
- 30.4. You warrant that you have no previous convictions and have not previously been reported for or been the subject to investigation for bribery related offences including, without limitation, offences under the Bribery Act 2010.

31. **Deductions**

You agree that at any time the Company may deduct from your salary or any other sums owed to you any money you owe to the Company and/or any Group Company.

32. **Collective Agreements**

There are no collective agreements which affect the terms and conditions of your employment.

33. **Entire Agreement**

This Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (oral or written) in respect of your employment or engagement by the Company.

No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

34. **Third Parties**

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

35. **Releases and waivers**

- 35.1. The Company may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Agreement by you without in any way prejudicing or affecting its rights in respect of any part of that liability or any other liability or right not so released, compounded, compromised, waived or postponed.
- 35.2. No single or partial exercise, or failure or delay in exercising any right, power or remedy by the Company shall constitute a waiver by it of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

36. **Notices**

- 36.1. Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be hand delivered, or sent by email or by prepaid first class post to, in your case, your last known residential address or, in the case of the Company, the Company's registered office.
- 36.2. A notice shall be deemed to have been served:
- (a) at the time of delivery if delivered personally to a party or to the specified address;
 - (b) on the second working day after posting by first class prepaid post; or
 - (c) 2 hours after transmission if served by email or facsimile on a business day prior to 3pm or in any other case at 10 am on the business day after the date of despatch.

37. **Governing law and jurisdiction**

- 37.1. This Agreement shall be governed by and construed in accordance with English law.
- 37.2. Each of the parties irrevocably submits for all purposes in connection with this Agreement to the non-exclusive jurisdiction of the English courts.

Part 3 – Post Termination Restrictions

1. Definitions and interpretation

- 1.1. In this Part 3, unless the context otherwise requires, the following additional definitions shall apply (in addition to the definitions contained in the Parts 1 and 2 of this Agreement):

"the Business" means the business of the Company or any part thereof and any other business or part thereof carried on by any Group Company as at the Termination Date and/or during the Protected Period, and in respect of which you have been materially concerned or about which you have acquired Confidential Information, in either case during the Protected Period.

"Customer" means any person who at any time during the Protected Period was a customer of the Company or any Group Company, and was a person with whom you had material personal dealings or in relation to whom you have acquired Confidential Information, in either case during the Protected Period.

"Garden Leave Period" means any period during which the Company has exercised its rights pursuant to clause 19 of Part 2 of this Agreement.

"Goods and/or Services" means any goods and/or services competitive with those supplied by the Company or any Group Company at any time during the Protected Period and in relation to which you were materially involved or concerned or for which you were responsible during that period.

"Key Employee" means any person who at any time during the Protected Period is or was employed or engaged by the Company or any Group Company in a senior, managerial, sales, marketing, technical or supervisory capacity and with whom you dealt during that period.

"Material Interest" means:

- (a) the holding of any position (whether employed or engaged) or the provision of services as director, officer, employee, consultant, adviser, partner, principal, agent or volunteer;
- (b) the direct or indirect control or ownership (whether jointly or alone) of any shares (or any voting rights attached to them) or debentures

save for the ownership for investment purposes only of not more than 5 percent of the issued ordinary shares of any company whose shares are listed on any Recognised Exchange; or

(c) the direct or indirect provision of any financial assistance.

"Non-Compete Period" means the Non-Compete Period set out in your Individual Terms.

"Prospective Customer" means any person who was at any time during the Protected Period engaged in negotiations, with which you were personally involved, with the Company or any Group Company with a view to obtaining goods or services from the Company or any Group Company or in relation to whom you have acquired Confidential Information during the Protected Period.

"Protected Period" means the 12 months immediately preceding the earlier of the Termination Date and the commencement of any Garden Leave Period.

"Recognised Exchange" means any of a recognised investment exchange (as defined in s 285 Financial Services and Markets Act 2000 ("FSMA")), an overseas investment exchange (as defined in s 313 FSMA), or a relevant market (as defined in article 37 FSMA 2000 (Financial Promotion) Order 2005).

"Restriction Period" means the Restriction Period set out in your Individual Terms.

"Supplier" means any person with whom you have had material dealings as part of your employment during the Protected Period and who has during that period supplied goods or services to the Company or any Group Company on terms other than those available to another purchaser in the market during that period, whether by reason of exclusivity (either de facto or contractually obliged), price or otherwise.

"Termination Date" means the date on which your employment terminates.

2. **Obligations after employment**

- 2.1. You shall not for the Non-Compete Period hold a Material Interest in any business or venture which:
 - (a) is or is about to be in competition with the Business or any part thereof; or
 - (b) is likely to result in the intentional or unintentional disclosure or use of Confidential Information by you in order for you to properly discharge your duties to or further your interest in that business or venture.
- 2.2. The provisions of clause 2.1 shall not operate so as to prevent you from being engaged, concerned or interested in any business or venture in so far as your work for that business or venture shall relate solely to services or activities with which your employment was not concerned to a material extent or in relation to which you were not responsible and in relation to which you held no Confidential Information during the Protected Period.
- 2.3. You shall not for the Restriction Period in respect of any Goods and/or Services:
 - (a) deal with or supply any Customer;
 - (b) deal with or supply any Prospective Customer; or
 - (c) offer employment or any contract for services to or employ or engage any Key Employee.
- 2.4. You shall not for the Restriction Period in respect of any Goods and/or Services:
 - (a) solicit, facilitate the solicitation of or canvass the custom or business of any Customer;
 - (b) solicit, facilitate the solicitation of or canvass the custom or business of any Prospective Customer; or
 - (c) solicit or entice or endeavour to solicit or entice any Employee to leave their employment with or cease their directorship or consultancy with the Company or any Group Company, whether or not that person would breach any obligations owed to the Company or any relevant Group Company by so doing.
- 2.5. You shall not for the Restriction Period:

- (a) deal with or accept the supply of any goods or services from any Supplier where such supply is likely to be the detriment of the Company and/or any Group Company whether by causing the Supplier to reduce or alter the terms or quantity of supply to the Company and/or any Group Company or where the value of the Company's and/or any Group Company's arrangement with the Supplier is diminished; or
 - (b) solicit, facilitate the solicitation of or canvass the supply of any goods or services from any Supplier where such supply is likely to be the detriment of the Company or any Group Company whether by causing the Supplier to reduce or alter the terms or quantity of supply to the Company and/or any Group Company or where the value of the Company's and/or any Group Company's arrangement with the Supplier is diminished;
- 2.6. If, at any time during your employment, two or more Key Employees leave the employment of the Company or any Group Company to provide Goods and/or Services for the same business or venture, you shall not, at any time during the 6 months following the last date on which any of those Key Employees was employed by the Company or any Group Company, be employed or engaged in any way with that business or venture in respect of any Goods and/or Services.
- 2.7. You shall not at any time after the Termination Date:
 - (a) induce or seek to induce by any means involving the disclosure or use of Confidential Information any Customer or Supplier to cease dealing with the Company or any Group Company or to restrict or vary the terms upon which it deals with the relevant Group Company;
 - (b) be held out or represented by you or any other person as being in any way connected with or interested in the Company or any Group Company; or
 - (c) disclose to any person or make use of any Confidential Information (except as required by law).

2.8. You shall not at any time after the Termination Date:

3. **General**

- 3.1. You have given the undertakings in this Part 3 to the Company as trustee for itself and each Group Company in the business of which you have been concerned or involved to any material extent during your employment or which benefits from each undertaking. You agree that each such Group Company may enforce the benefit of each such undertaking. You shall at the request and expense of the Company enter into direct undertakings with any such Group Company which correspond to the undertakings in this Part 3.
- 3.2. You agree that if the Company transfers all or any part of its business to a third party ("transferee"), the restrictions contained in this Part 3 shall, with effect from the date of you becoming an employee of the transferee, apply to you as if references to the Company included the transferee and references to any Group Companies were construed accordingly and as if references to customers or suppliers were of the Company and/or the transferee and their respective Group Companies.
- 3.3. You agree that if you have material business dealings in other foreign jurisdictions on behalf of any Group Company, you will enter into undertakings providing the same level of protection for each such Group Company with such modifications (if any) as are necessary to render such undertakings enforceable in those jurisdictions.
- 3.4. You acknowledge that you have had the opportunity to take independent legal advice in relation to the undertakings contained in this Part 3.
- 3.5. The obligations imposed on you by this Part 3 extend to you acting not only on your own account but also on behalf of any other firm, company or other person and shall apply whether you act directly or indirectly.
- 3.6. You warrant that you believe the covenants contained within this Part 3 to be reasonable as between the parties and that you have no present intention of ever arguing that the restraints are unreasonable or otherwise unenforceable.

CONFIDENTIAL

DocuSigned by:

Gareth Owen

Signed864A327C48054BF.....

For and on behalf of Searchlight Security Ltd

Dated 10/7/2022

I accept the terms and conditions of my employment as set out in this Agreement.

DocuSigned by:

Victoria Agbo

Signed7E9B3A821B7245F.....

Victoria Agbo

Dated 10/11/2022