

TERMS AND CONDITIONS OF EMPLOYMENT

THE PARTIES TO THE CONTRACT

The Employer: Brown Shipley & Co. Limited ("the Company"), 2 Moorgate, London EC2R 6AG

The Employee: Brice Musendo ("the Employee"), 125 Temple Hill, Dartford, DA1 5TU.

This contract sets out the current terms of your employment in accordance with the terms of the Employment Rights Act 1996.

1 Employment Commenced

Your employment under this agreement will commence on a mutually agreed date but no later than 1 November 2020. This date will count as the beginning of your continuous period of employment with the Company.

2 Job Title

- 2.1 Your position will be Senior Internal Audit Manager in the Internal Audit department, reporting to the Head of Internal Audit in which capacity you will perform such duties as may reasonably be expected of you. The Company may, acting reasonably, change your position and/or your reporting line. You may be required, to undertake additional duties other than those applicable to your job title from time to time on the reasonable direction of your line manager.
- 2.2 You may also be required in pursuance of your employment duties to perform services (without additional remuneration unless otherwise agreed) not only for the Company but also for any other Group Company.
- 2.3 Your employment is full-time and you will not, without the prior written consent of the Company, engage in any other occupation or become an employee of any other person or company or engage or be concerned in or undertake or be interested in (whether directly or indirectly) any other business or occupation or become a director or employee or agent or consultant or partner of any other, firm or company other than a Group Company provided that this shall not prevent you from holding (directly or through nominees) investments listed on the UK Official List, AIM or any Recognised Investment Exchange as long as you do not hold more than 3 per cent of the issued shares or other securities of any class of any one company. If such consent is given, you must provide the Company with the number of hours worked for any other employer each week/month.

3 Remuneration

- 3.1 Your basic salary is £115,000 per annum, payable by equal monthly payments in arrears by credit transfer into your bank account on or around the 22nd working day of each month for that calendar month. It is our current policy to review salaries, effective 1 April of each year. For the avoidance of doubt, you will first become eligible to be considered for a salary review from April 2022. All and any reviews are entirely at the Company's discretion and notified in writing and the Company shall

have no contractual obligation to increase your salary. The Company may change this review date at its discretion and without prior notice.

- 3.2 The Company shall be entitled to deduct any sum from time to time owed by you to the Company from any sums due to you by the Company and/or require you to repay any such sum whether immediately or on terms otherwise acceptable to the Company.

4 Bonus

- 4.1 You are eligible to be included in the Company's discretionary bonus scheme from time to time in place. The payment or otherwise of any bonus will be wholly at the discretion of the Company and there is no contractual entitlement for you to receive a bonus at any time even if a bonus has been paid to you on previous occasions. For the avoidance of doubt, you will first become eligible to be considered for a bonus award from 2021 performance year, which would be payable around April 2022. Bonus payments do not count towards pensionable salary and will be subject to the normal tax and NI deductions.
- 4.2 No bonus will be paid if you are serving your notice at the due date of payment, whether notice of termination of your contract has been served by the Company or you for whatsoever reason and whether the Company has exercised its rights under clause 12.3 or not. No pro rata amounts will be paid to employees who have left during the year, regardless of the reason.

5 Normal Hours of Work

- 5.1 Your normal working hours will be 9.00am to 5.00pm, Monday to Friday with one hour for lunch. However, you will be required to work such hours as shall be necessary for the proper performance of your duties. You are not entitled to payment for additional hours worked unless agreed in advance with your line manager in writing.
- 5.2 For the purpose of the Working Time Regulations 1998, it is not anticipated that you will be required to work on average in excess of 48 hours per week average over a period of 17 weeks. However, you agree to work in excess of an average of 48 hours per week should the Company require you to do so. If you wish to terminate your agreement to opt out of the 48-hour average limit, you are required to give the Company three months' written notice of your intention to do so.

6 Place of Work

You will be based at the Company's offices at 2 Moorgate, London, EC2R 6AG, or at any such other location as the Company may reasonably require from time to time on a temporary or a permanent basis. You will not be required to work abroad for a period in excess of one month. If at any time you agree to work abroad for a period in excess of one month, you will be given details of the terms and conditions applicable to this assignment separately.

7 Probationary Period

You will be required to serve a probationary period of six months, beginning on the commencement of your employment. Your work performance will be reviewed

during this period and the Company reserves the right to extend your probationary period or terminate the employment for whatever reason, giving the required notice as detailed in clause 12.1 below. Upon the satisfactory completion of your probationary period, your appointment will be confirmed in writing.

8 Holiday Entitlement

- 8.1 In addition to all English bank and other public holidays, your annual holiday entitlement will be 27 working days.
- 8.2 The holiday year runs from 1 January to 31 December. If your employment commences or terminates part way through a holiday year, your entitlement during that holiday year shall be calculated on a pro rata basis rounded up to the nearest half day.
- 8.3 Your holiday entitlement includes your statutory basic and statutory additional holiday under the Working Time Regulations 1998. Your statutory basic holiday is taken first, then statutory additional holiday, then additional contractual holiday (if applicable).
- 8.4 All employees must take a holiday of at least two consecutive weeks during the holiday year. There will be no exceptions to this rule.
- 8.5 In the event that holiday has been taken over and above that already accrued, the Company retains the right to reclaim monies, from your final salary, owing upon termination.
- 8.6 If you have accrued holiday owing to you, the Company may, at its discretion, require you to take the outstanding holiday during any notice period or make a payment in lieu thereof on termination of your employment. A day's pay will be calculated on the basis of 1/260th of your basic annual salary.
- 8.7 Your holiday entitlement may be subject to variation in accordance with the terms of our Management of Sickness Absence Policy but will not affect your rights under the Working Time Regulations provisions. There is no right to carry any holiday over to the subsequent holiday year unless you have been unavoidably prevented from taking your holiday during the relevant leave year because of sickness absence or statutory maternity, paternity or adoption leave
- 8.8 If your employment is terminated without notice, you will not be entitled to holiday pay for holiday which would have accrued during the notice period, had you continued to be employed throughout that time.
- 8.9 If you wish to book holiday then this should be done through your line manager. Wherever possible, the Company requires you to give at least four weeks' notice when you wish to take five days' holiday or more and in any event, no less than two weeks' notice for periods less than five days.
- 8.10 The Company is entitled to require you to take holiday at its request and if it does so it will give you a minimum of two weeks' notice for holiday of five days or less or four weeks' notice for holidays of five days or more.
- 8.11 The Company may also refuse to allow you to take holiday where it is not convenient to the Company. The Company reserves the right to refuse holiday up to and

including the day before the holiday is due to be taken. The Company would reimburse any and all cancellation costs.

9 Absence from Work

In the event of your becoming sick or being absent from work you will be required to follow the procedures as stated in the Management of Sickness Absence Policy, a copy of which is available from Policyhub. The Company's procedures for notification of illness must be followed at all times to remain eligible for statutory or company sick pay.

10 Pension and Other Benefits

- 10.1 You will qualify for membership of the company pension arrangements on the first of the month following your start date. Membership will be in accordance with the rules of the nominated Pension Scheme in force from time to time and subject to clause 10.5 below.
- 10.2 You will be covered from the first day of employment under a group life assurance plan which will provide a lump sum death benefit equal to four times your current basic salary, subject to clause 10.5 below.
- 10.3 Following the satisfactory completion of your probationary period, you will be eligible for participation in the group income protection insurance scheme, subject to clause 10.5 below.
- 10.4 Following the satisfactory completion of your probationary period, you will be eligible for membership of the group private medical insurance arrangements, subject to clause 10.5 below. Please note that this is a taxable benefit and the contributions paid on your behalf are taxable. The tax owed will be deducted on a monthly basis through the payroll.
- 10.5 Benefits under any insurance scheme shall be subject to the rules of the scheme(s) and the terms of any applicable insurance policy and are conditional upon the insurer accepting you for cover under the relevant policy and at rates the Company considers reasonable and you complying with and satisfying any applicable requirements of the insurers. Copies of these rules and policies and particulars of the requirements shall be provided to you on request. The Company shall not have any liability to pay any benefit to you under any insurance scheme unless it receives payment of the benefit from the insurer under the scheme. The Company reserves the right to withdraw cover under the life assurance and private medical insurance schemes for any employee who has reached the state retirement age or over. Cover under the group income protection scheme will cease at state retirement age.
- 10.6 Any insurance scheme which is provided for you is also subject to the Company's right to alter the provider or the cover provided or any term of the scheme or to cease to provide (without replacement) the scheme at any time for any reason.
- 10.7 The provision of any insurance scheme does not in any way prevent the Company from lawfully terminating this contract in accordance with the provisions in clause 12 below (Termination) even if to do so would deprive you of membership of or cover under any such scheme.

- 10.8 The Company will pay your annual subscription for membership of appropriate professional bodies as agreed in writing, provided you are not under notice of termination either by virtue of the Company's dismissal of you (for whatever reason) or following your resignation.
- 10.9 On completion of probation, an interest-free loan will be available to assist the purchase of an annual season ticket for rail/underground travel to and from your normal place of work. The loan will be repayable in equal monthly amounts by deduction from salary over 10 months and the balance will be repayable in full on termination of your employment for any reason. The Company reserves the right to deduct the outstanding balance of any season loan from your final salary payment due to you by the Company.

11 Expenses

The Company shall reimburse to you all reasonable travelling, hotel, entertainment or other out-of-pocket expenses, wholly, necessarily and exclusively incurred by you in the proper performance of your duties, subject to your full compliance with the Company's Expenses Policy in force from time to time and the production of appropriate receipts.

12 Termination

- 12.1 At any time during your probationary period, you will be required to give the Company two weeks' notice and the Company will similarly be required to give you two weeks' notice of the termination of your employment. Following the satisfactory completion of your probationary period, you will be required to give the Company three months' notice and the Company will similarly give you three months' notice of the termination of your employment. Notice in all cases must be given in writing.
- 12.2 If you leave without giving the proper notice the Company shall not be required to make any further payment of salary to you beyond the date you have left and in addition shall deduct a day's pay for each day not worked during the notice period from any final salary payment due to you. You and the Company agree and acknowledge that the amount deducted is a genuine attempt to recoup our loss as a result of you leaving without giving the full notice.
- 12.3 Provided that you continue to enjoy all contractual benefits in accordance with this contract, the Company reserves the right where either party to this agreement gives notice to terminate employment, in its absolute discretion, to do any of the following during all or part of your contractual notice period without breaching this contract or incurring any liability or giving rise to any claim against it:
- 12.3.1 Exclude you from the Company's places of business and to require you to remain at home. Where the Company requires you to stay at home under this clause, it is relieved of any obligation to provide you with work and training although it may require you to provide any assistance which would fall within your normal duties;
- 12.3.2 Require you to carry out only specified duties (consistent with your status, role and experience);

- 12.3.3 Announce to any of its employees, suppliers, customers and business partners that you have been given notice of termination or have resigned (as the case may be);
 - 12.3.4 Prohibit you from communicating in any way with any or all of the suppliers, clients, business partners, employees, agents or representatives of the Company until your employment has terminated;
 - 12.3.5 Appoint another person or persons to act in your place;
 - 12.3.6 Require you to comply with any other reasonable conditions imposed by the Company.
- 12.4 During this time, you will continue to be bound by all obligations owed to the Company under this contract and you are not permitted to work for anyone else without the Company's prior written consent.
- 12.5 The Company shall have the discretion to terminate your employment lawfully without any notice (or part thereof) by paying to you a sum equal to, but no more than your basic salary in respect of that part of the period of notice which you have not worked less any appropriate tax and other statutory deductions. The Company shall give you written notice of any termination under this clause 12.5 and such notice shall include confirmation of when the termination under this clause 12.5 shall be effective. If the Company terminates your employment in accordance with this clause 12.5, all of your post termination obligations contained in this Agreement (for example the restrictive covenants in clause 13 below) shall remain in force. Your employment may be terminated by the Company without notice or payment in lieu of notice by reason of your gross misconduct or other substantial grounds justifying your immediate dismissal. Examples of gross misconduct are set out in the Company's Disciplinary Procedure.
- 12.6 If at any time after the Company has exercised its right to make a payment in lieu of notice under clause 12.5 the Company reasonably considers that it would otherwise have been entitled to terminate your employment without notice, it will be released from its obligation to make the payment referred to in clause 12.5 and any payment under clause 12.5 that has already been made to you will be repayable by you to the Company as a debt.
- 12.7 Upon the termination by whatever means of this contract, or upon request during any period of notice during which the Company relies on the provisions of clause 12.3 above (Termination clause), you shall immediately:
- 12.7.1 return to the Company all documents, computer media, credit cards, keys and all other property belonging to or relating to the business of the Company or its clients which is in your possession or under your power or control and you must not retain copies of any of the above
 - 12.7.2 immediately delete all programmes and information about the Company's affairs held on any computer or other device owned by you
 - 12.7.3 if requested by the Company, make the computer or device (and any relevant passwords) available for inspection to the Company to ensure that this has been effectively carried out and provide a signed statement to

confirm you have complied fully with your obligations under clause 15.4 below.

- 12.7.4 inform the Company of any passwords which you have in your possession for Company's computers or other property.

13 Restrictions Upon and after Termination of Employment

- 13.1 In this clause 13, the following definitions shall apply:

13.1.1 "Customer or Client" shall mean any business, person, partnership, firm, company or other body for whom the Company or any Group Company has provided or sold products or services in the last twelve months of your employment

13.1.2 "Restricted Business" shall mean any business carried on by the Company or any member of the Group in which you were materially involved or for which you had management responsibility or in respect of which you had Confidential Information in each case at any time within the last twelve months of your employment

- 13.2 You covenant that you shall not for a period of six months from the termination of your employment, wholly or partly in competition with any Restricted Business, either directly or indirectly and whether on your own behalf or on behalf of any other business, person, partnership, firm, company or other body:

13.2.1 Canvass, solicit or attempt to entice away from the Company or any Group Company the custom or business of any Customer or Client with whom you had business dealings on behalf of the Company or any Group Company within the last twelve months of your employment, or

13.2.2 Solicit or entice away from the Company or any Group Company or offer or cause to be offered any employment or engagement to any employee of the Company or any Group Company employed in a client facing, client administrative, senior managerial, or senior technical role, or who by reason of their knowledge of Confidential Information or their influence over the clients, customers or suppliers of the Company and/or any Group Company is likely to be able to assist or benefit a business which competes or proposes to compete with the Company and/or any Group Company, and with whom you had material dealings and/or for whom you were responsible or had supervisory duties at any time during the last twelve months of your employment (whether or not such person would thereby breach their employment or appointment terms), or

13.2.3 canvass, solicit or attempt to entice away from the Company or any Group Company the business of any business, person, partnership, firm, company or other body with whom the Company or any Group Company has had any negotiations or material discussions with a view to doing business with the Company or any Group Company (for the supply of products or services by the Company or any Group Company) at any time during the last twelve months of your employment and with whom you had direct dealings or personal contact in the course of your employment during that period.

- 13.3 Nothing in clause 13.2 shall preclude you from holding (directly or through nominees) investments listed on the UK Official List, AIM or any Recognised Investment Exchange as long as you do not hold more than 3 per cent of the issued shares or other securities of any class of any one company.
- 13.4 At no time after the termination of your employment shall you make any untrue or misleading or disparaging oral or written statement concerning the business and affairs of the Company or any Group Company nor directly or indirectly represent yourself as being interested in or employed by or in any way connected with the Company or any Group Company, other than as a former employee of the Company.
- 13.5 The Parties agree that each of the covenants set out above is separate and severable and is considered by the Parties to be reasonable and necessary for the protection of the legitimate interests of the Company or any Group Company in whose business you shall from time to time be involved. However, if any such covenants shall be adjudged to be void or ineffective for whatever reason but would be adjudged to be valid and effective if it or another such covenant had been deleted in whole or in part then such covenant shall apply with such deletions as may be necessary to render it valid and effective.
- 13.6 If you apply for or are offered a new employment, appointment or engagement, before entering into any related contract you will bring the terms of this clause 13 and clause 16 below (Disclosure of Confidential Information) to the attention of a third party proposing to directly or indirectly employ, appoint or engage you.
- 13.7 You will at the request and cost of the Company enter into direct undertakings with the Company and/or any Group Company which correspond to the restrictions in this clause 13, or which are less onerous only to the extent necessary (in the opinion of the Company or its legal advisors) to ensure that such undertakings are valid and enforceable.

14 Warranty

You warrant that by entering into and performing your obligations under this agreement that you will not be in breach of any obligations owed to a third party. You hereby indemnify the Company against any claims the Company may receive in this respect.

15 Intellectual Property

- 15.1 "Intellectual Property" shall mean all inventions, patents, utility models, designs (both registered and unregistered and including rights relating to semi-conductor topographies), database right, copyright, and trade marks (both registered and unregistered) together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.
- 15.2 If, during the course of your employment you make, whether alone or jointly with any other person(s), any Intellectual Property which relates to or is useful in connection with the business of the Company, you shall disclose it to the Company immediately together with all relevant details.

- 15.3 To the extent that the Company is entitled under the laws of England to ownership of any Intellectual Property that you may make or create or participate in making or creating (the "Company Intellectual Property") you hereby assign to the Company with full title guarantee all rights in such Company Intellectual Property (including but not limited to all similar and analogous rights in other territories). Any agreement to the contrary is expressly excluded. If it is not possible by operation of law for you to assign such rights in a territory outside the United Kingdom you shall hold such rights on trust for the Company and shall execute such documents as may be necessary to effect such disposition of rights as is closest in effect to an assignment to the Company.
- 15.4 All embodiments of Company Intellectual Property in whatever form and all records relating to such Company Intellectual Property (in all media) shall be the property of the Company, you shall surrender these to the Company on the termination of your employment or at the request of the Company at any time during your employment and you shall keep no copies.
- 15.5 You shall, if requested by the Company, execute all documents and do all things which are necessary or desirable for perfecting the assignment to the Company and obtaining the best possible protection in respect of all Company Intellectual Property that is the subject of Clause 15.3 in territories specified by the Company.
- 15.6 You hereby waive any and all such moral rights in Company Intellectual Property arising under Chapter IV of the Copyright, Designs and Patents Act 1988 together with all similar and analogous rights in other territories to the extent permissible under the relevant legislation in the relevant territory.

16 Disclosure of Information

- 16.1 You shall neither during your employment (except in the proper performance of your duties or with the express written consent of the Board) nor at any time (without limit) after the termination of your employment except in compliance with an order of a competent court:
- 16.1.1 divulge or communicate to any person, company, business entity or other organisation;
 - 16.1.2 use for your own purposes or for any purposes other than those of the Company or any Group Company; or
 - 16.1.3 through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure of any Confidential Information

These restrictions shall not apply to any information which shall be required to be disclosed by law and shall cease to apply to any information which may become available to the public generally otherwise than through any breach by you of the provisions of this Agreement or other default of you.

- 16.2 In this agreement "Confidential Information" means information relating to the business, products, affairs and finances of the Company or of any Group Company for the time being confidential to it or to them and trade secrets (including, without limitation, technical data and know-how) relating to the business of the Company or

of any Group Company or of any of its or their suppliers, clients or customers, including in particular (by way of example only and without limitation):

- 16.2.1 terms of business with suppliers and prices charged;
 - 16.2.2 specific contact details and terms of business with customers, their requirements and prices charged;
 - 16.2.3 business plans, strategies (including pricing strategies) marketing plans and sales forecasts;
 - 16.2.4 confidential management and financial information, results and forecasts (including draft, provisional and final figures), including dividend information, turnover and stock levels, profits and profit margins;
 - 16.2.5 any confidential proposals relating to the acquisition or disposal of any part or the whole of a company or business or to any proposed expansion or contraction of activities;
 - 16.2.6 confidential details of employees, consultants and officers and of the remuneration, fees and other benefits paid to them;
 - 16.2.7 information relating to research activities, inventions, secret processes, designs, formulae and product lines;
 - 16.2.8 any information which is treated as confidential or which you are told or ought reasonably to know is confidential and any information which has been given to the Company or any Group Company in confidence by customers, suppliers or other persons.
- 16.3 You shall use your best endeavours to prevent the unauthorised use or disclosure of any Confidential Information by any other officer, employee or agent of the Company or any Group Company and shall be under an obligation to report promptly and fully to the Board any such unauthorised use or disclosure which comes to your knowledge.

17 Staff Dealing Rules

You are required to abide by the provisions of the staff dealing rules. Any failure to abide by the staff dealing rules can lead to disciplinary action being taken against you including dismissal (without notice or compensation) or suspension of dealing privileges

18 External Business Interests

You are required to sign an annual declaration concerning external business interests, potential conflicts and other employment outside the Company.

19 Disciplinary and Grievance Procedure

- 19.1 Disciplinary practices and procedures will be operated by the Company in accordance with the Company's rules in force from time to time. The Disciplinary Procedure do not form part of your contract of employment and will be found in PolicyHub.

19.2 The Company's Grievance Procedure is set out in a separate document. It does not form part of your contract of employment and will be found in PolicyHub.

19.3 The Company may suspend you from your duties on full pay to allow the Company to investigate any complaint made against you in relation to your employment with the Company or other circumstances which might lead to your dismissal.

20 **Compliance with Financial Services and Markets Act 2000**

Detailed explanation of the appropriate procedures will be given upon commencement of employment with the Company

If you commit any breach of the rules and regulations of our Regulatory Body, the Financial Conduct Authority or fail to comply with the Company's written Compliance procedures, then disciplinary procedures will be invoked which may result in your dismissal without notice and/or we will take such steps to comply with any request made by the Financial Conduct Authority under its rules. If the breach is sufficient to prejudice severely the business or reputation of the Company, you may be dismissed without notice.

21 **Compliance with Company's Procedures**

The Company publishes a number of policies and procedures and reserves the right to alter them from time to time. These policies are available for viewing on the Company intranet or by other appropriate means. These are largely of an administrative nature and, so far as relevant and unless stated otherwise, are not to be treated as incorporated in these terms and conditions. You are expected to familiarise yourself with the Company's policies and procedures from time to time in force (including the Company's Email and Internet Acceptable Use Policies) and it is a condition of your employment that you remain bound by their terms. Failure to comply with Company's policies and procedures could give rise to disciplinary action being taken.

22 **Collective and Other Agreements**

22.1 This Agreement and the documents referred to herein comprise the entire agreement between the parties relating to the subject matter hereof. No collective agreements apply to the employment.

23 **Data Protection**

23.1 In this clause 23 the following definitions shall apply:

23.1.1 **Personal Data** means any information relating to an identified or identifiable natural person;

23.1.2 **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss (or temporary loss), alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;

23.1.3 **Processing** means anything done to or with Personal Data whether or not by automated means such as collection, recording, organisation,

storage, adaptation or alteration, retrieval, disclosure to third parties or otherwise making available, restriction, erasure or destruction or other use (and **Process**, **Processes** and **Processed** shall be construed accordingly).

- 23.2 The Company and/or any Associated Company Processes Personal Data about you in connection with your employment. Such information may have been obtained from you or others and it may include "special categories" of Personal Data as well as information about the commission or alleged commission of criminal offences and related proceedings (previously known as sensitive personal data). There are various lawful reasons which the Company relies on to Process Personal Data about you.
- 23.3 The Company has provided you with a Staff Privacy Notice explaining the types of Personal Data Processed, the reasons for doing so, and setting out other details which the Company is required by law to tell staff. The Staff Privacy Notice is not contractual. It explains which special categories of Personal Data or information about the commission or alleged commission of criminal offences and related proceedings may be processed. Any questions about the Staff Privacy Notice or the Processing of your Personal Data should be raised with HR.
- 23.4 It is necessary for you to provide the Company with your home and mobile telephone numbers for such purposes as business recovery. If your contact details change, you must inform HR immediately.
- 23.5 You acknowledges that during the course of your employment you will be asked to handle, Process and use the Personal Data of the Company's and/or any Associated Company's employees, workers, customers, clients, suppliers, agents, contractors or business contacts.
- 23.6 The Company takes its data protection obligations very seriously and you must:
 - 23.6.1 be familiar with the Company's Data Protection Policy. The Company may change its Data Protection Policy at any time and will notify staff in writing of any changes;
 - 23.6.2 take all necessary steps to comply with the Data Protection Policy when processing Personal Data in the course of your employment including Personal Data relating to any employee, worker, customer, client, supplier, agent, contractor or business contact of the Company and/or any Associated Company; and to prevent any Personal Data Breach; and
 - 23.6.3 on becoming aware of any actual or suspected Personal Data Breach or breach of the Data Protection Policy (whether deliberate or accidental, whether by you or someone else), immediately report it to the Data Protection Officer, who will decide whether the matter needs to be taken further.
- 23.7 Any failure to comply with the Data Protection Policy and/or failure to report an actual or suspected Personal Data Breach may be treated as a disciplinary offence, potentially amounting to gross misconduct which could result in dismissal and/or individual criminal liability.

24 Contracts (Rights of Third Parties) Act 1999

With the exception of any Group Company which may enforce any of the terms of this Agreement, unless the right to enforcement is expressly granted, it is not intended that a third party should have the right to enforce the provisions of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

25 Law

This agreement shall be governed by English law. The Parties agree that the English Courts shall have exclusive jurisdiction in relation to any dispute arising out of or in respect of this Agreement and that any judgement or order of an English Court made in this respect shall be conclusive and binding on them and may be enforced in the Courts of any jurisdiction.

26 General Information

26.1 This contract should be read in conjunction with the Employee Handbook (as amended from time to time and located on PolicyHub) and include the written particulars of employment as required by law. However, in the event of any conflict of any terms set out in this contract and those contained in the Handbook, the terms of this contract shall prevail.

26.2 For the purposes of this agreement, the definitions set out in Schedule 1 shall apply.

26.3 It is in the interests of the Company and its employees that these terms of employment, particularly as to salary and benefits, are strictly confidential and must not be disclosed to any other employee or anyone outside the Company.

26.4 Under the terms of this contract, you are required to ensure continuing registration from the relevant regulatory authorities and maintenance of such registration thereafter during your employment.

26.5 This offer of employment is subject to

26.5.1 Your current employer agreeing to the termination of your current contract of employment (if applicable) through either the expiry of your notice period or the consent of your employer to your earlier release such that you are able to commence employment in accordance with clause 1.

26.5.2 Receipt of employment or educational references covering the last three year period, which are acceptable to the Company.

26.5.3 Sight of documentation which confirms your latest educational/professional qualifications.

26.5.4 Receipt of a declaration of external business interests, which is acceptable to the Company.

26.5.5 Receipt of satisfactory original documentation, which confirms your right to work and carry out the proposed employment in the United Kingdom (in accordance with the Asylum and Immigration Act 1996); e.g. UK/EEA passport or identity card, or non-EEA passport and further immigration

documents which clearly establish that you have leave to enter or remain in the UK.

- 26.5.6 If appropriate, your initial and ongoing satisfaction of the requirements of the FCA/PRA Senior Manager & Certification regime.
- 26.5.7 Receipt of a report regarding Criminal Records and Adverse Financial History, which is acceptable to the Company.

Signed for and on behalf of Brown Shipley & Co. Limited

Laura Garner, Senior HR Manager

Date

I have read and accept the terms and conditions in this offer of employment

Signed by the Employee

Date

Encl: Policy on Management of Sickness Absence
Policy Statement on Disclosures and the Recruitment of Ex-Offenders

Definitions

Company means Brown, Shipley & Co. Limited and "Group Company" means the Company and any holding company of the Company and any subsidiary of either such holding company or the Company from time to time and the terms "**subsidiary**" and "**holding company**" shall have the meanings ascribed to them by section 1159 Companies Act 2006 or in any subordinate legislation made under the Companies Act 2006.

Recognised Investment Exchange has the meaning ascribed to it by section 285 of the Financial Services and Markets Act 2000

UK Official List means the official list maintained by the UK Listing Authority for the purposes of Part VI of the Financial Services and Markets Act 2000.

Financial Year means a period of 12 months commencing 1 January and terminating on 31 December

Intellectual Property means all inventions, patents, utility models, designs (both registered and unregistered and including rights relating to semi-conductor topographies), database right, copyright, and trade marks (both registered and unregistered) together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

Confidential Information means information relating to the business, products, affairs and finances of the Company or of any Group Company for the time being confidential to it or to them and trade secrets (including, without limitation, technical data and know-how) relating to the business of the Company or of any Group Company or of any of its or their suppliers, clients or customers