

# STATEMENT OF MAIN TERMS OF EMPLOYMENT

This Statement, together with the Employee Handbook, forms part of your Contract of Employment (except where the contrary is expressly stated) and sets out particulars of the main terms on which Dhani Ltd, 382 Kenton Road, Harrow, Middlesex, United Kingdom, HA3 8DP

Employs: **THIAGO PICCIONI** .....

Your employment began on **17 MAR 2021** ..... No previous employment counts as part of your period of continuous employment.

## JOB TITLE PYTHON DEVELOPER

You are employed as ..... and your duties will be as advised by the CTO. Your duties may be modified from time to time to suit the needs of the business.

## PROBATIONARY PERIOD

You join us on an initial probationary period of two months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. You will be informed of the outcome of your probationary period by the CTO and you should not consider your probationary period to have passed until such notification has been received. We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

## PLACE OF WORK

You will normally be required to work at 73 Brook Street, Mayfair, London, W1K 4HX, United Kingdom. You will not be required to work outside the United Kingdom.

## HOURS OF WORK

Your normal hours of work are not variable. Your normal hours of work are 48 per week, 8:30 to 5:30 Monday to Friday, with a 60 minute unpaid break each day. You may be required to work additional hours, when authorized and as necessitated by the needs of the business including weekends, on public holidays or at other times outside your normal hours of work.

## REMUNERATION

Your salary is £**45,000**.... per annum payable monthly in arrears by BACS as detailed on your pay statement. In your first year of employment your salary will be proportionate to the amount of time left in the year. We will ensure that you always receive no less than the National Minimum Wage/National Living Wage.

Any authorised additional hours worked will be paid at your basic rate of pay.

## BENEFITS

In addition to any which may be mentioned elsewhere in this statement, your position has the benefit of:

- i) an Employee Assistance Programme.

Details of the above are shown separately.

The details included above do not form part of your contract of employment and may be amended or withdrawn at any time.

## COLLECTIVE AGREEMENTS

No collective agreements directly affect your terms and conditions of employment.

## ANNUAL LEAVE AND PUBLIC/BANK HOLIDAYS

Your holiday year begins on 1st January and ends on 31st December each year, during which you will receive a paid holiday entitlement of 28 days inclusive of the public/bank holidays. Entitlements are pro-rata for part-time employees. In your first holiday year your entitlement will be proportionate to the amount of time left in the holiday year.

Your holiday pay will be based on your average earnings over the previous 52 weeks in which wages were payable.

Conditions relating to the taking of holidays are shown in the Employee Handbook to which you should refer.

The public/bank holidays each year are:

New Year's Day	The last Monday in May
Good Friday	The last Monday in August
Easter Monday	Christmas Day
The first Monday in May	Boxing Day

In the event of termination of employment holiday entitlement will be calculated as 1/12th of the annual entitlement for each completed month of service during that holiday year and any holidays accrued but not taken will be paid for. However, in the event of you having taken any holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final pay.

We may require you to take any outstanding annual leave entitlement during your notice period.

## OTHER PAID LEAVE

You are entitled to the following types of paid leave subject to any qualifying criteria and notification requirements:

- i) Maternity, paternity, adoption, shared parental leave with pay in line with statutory entitlements in place from time to time;
- ii) Qualifying parents are entitled to parental bereavement leave in line with statutory entitlements in place from time to time.

## SICK LEAVE, PAY AND CONDITIONS

Any sickness absence taken is paid in line with the current SSP scheme.

Conditions relating to the above are shown in the Employee Handbook to which you should refer.

## TRAINING

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards.

The cost of the mandatory training will be borne by the Company.

## CAPABILITY AND DISCIPLINARY PROCEDURES

The disciplinary rules and procedures that will apply when dealing with capability or disciplinary issues are shown under the headings "Capability Procedures" and "Disciplinary Procedures" in the Employee Handbook to which you should refer.

**CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

Should you be dissatisfied with any decision to take action or dismiss you on capability/disciplinary grounds, you must apply, either verbally or in writing, to the CTO within five working days of the decision you are complaining against. The Company will exercise discretion in hearing appeals which are submitted outside of this timeframe. Further information can be found in the Employee Handbook under the heading "Capability/Disciplinary Appeal Procedure" to which you should refer.

**GRIEVANCE PROCEDURE**

Should you feel aggrieved at any matter relating to your employment, raise a grievance promptly with a Manager, either verbally or in writing. Whilst there is no deadline by which grievances must be lodged, it may be more difficult for the Company to effectively deal with your grievance if the complaints relate to something which took place a long time ago. Further information can be found in the Employee Handbook.

**NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYER**

Under 1 month's service - Nil.

1 month up to successful completion of your probationary period - 1 week.

On successful completion of your probationary period but less than 5 years' service - 1 month.

5 years' service or more - 1 week for each completed year of service to a maximum of 12 weeks after 12 years.

**NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYEE**

Under 1 month's service - Nil.

1 month up to successful completion of your probationary period - 1 week.

On successful completion of your probationary period - 1 month.

**PAY IN LIEU OF NOTICE**

We reserve the contractual right to give pay in lieu of all or any part of the above notice by either party.

**PENSION AND PENSION SCHEME**

We operate a contributory pension scheme which you will be auto-enrolled into (subject to the conditions of the scheme). Further details are available from a Manager.

**SIGNATURE:**


For and on behalf of the Employer

**DATE:** 16 MAR 2021

**I acknowledge receipt of this statement and agree that, for the purpose of the Working Time Regulations, any applicable entitlements and provisions constitute a relevant agreement.**

**SIGNATURE:**


Thiago Piccioni (Mar 16, 2021 14:28 GMT)

Employee

**DATE:** 16/03/2021

# 48 HOUR OPT OUT AGREEMENT

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## THE 48 HOUR MAXIMUM AVERAGE WORKING WEEK

This Agreement is made between

**Dhani Ltd  
382 Kenton Road  
United Kingdom  
HA3 8DP**

("the Company")

and

**THIAGO PICCIONI**


("the Worker")

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### 48 hour maximum average working week

The Working Time Regulations 1998 provide that the average working week, including overtime, shall not exceed 48 hours. The Company and the Worker agree that this limit shall not apply to the Worker. This Agreement will remain in force indefinitely. The Worker, or the Company, may terminate this Agreement at any time by giving not less than three months' written notice to the other.

**SIGNATURE:** *Thiago Piccioni*  
Thiago Piccioni (Mar 16, 2021 14:28 GMT)  
Worker

**SIGNATURE:**   
On behalf of Dhani Ltd

**NAME:** \_\_\_\_\_  
Print

**NAME:** AUGUSTIN DE ROUGE  
Print

**DATE:** 16/03/2021

**DATE:** 16 MAR 2021

# DEDUCTIONS FROM PAY AGREEMENT

## Dhani Ltd

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- 1) If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.
- 2) If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the day without pay.
- 3) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.
- 4) The Company provides tools necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, damaged or mislaid tools to a Manager. You must return all Company tools upon termination of employment by either party. Failure to return tools, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools being made from monies due to you.
- 5) Any damage to stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and

Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

In the event of failure to pay, such costs will be deducted from your pay.

- 6) If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.
- 7) On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

**I have read and I understand the above terms. I agree that they form part of my Contract of Employment.**

<b>SIGNATURE:</b>	<u>Thiago Piccioni</u> <small>Thiago Piccioni (Mar 16, 2021 14:28 GMT)</small>	Employee
<b>NAME</b>	Thiago Rodrigo Basto Piccioni	
<b>DATE:</b>	16/03/2021	

# FORM FOR EXISTING EMPLOYEES

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Dhani Ltd  
382 Kenton Road,  
Harrow,  
Middlesex,  
United Kingdom,  
HA3 8DP

PRIVATE AND CONFIDENTIAL  
EXISTING EMPLOYEES ONLY

Please read the notes and then sign this form and the updated statement of main terms of employment (form SMT attached).

As you may be aware, we are legally obliged to issue a written statement of key particulars with regard to terms and conditions of employment and to keep these up to date. We are also taking the opportunity to update the important information kept on your employee file.

An updated statement of main terms of employment (form SMT) in duplicate is therefore attached for your information and you should sign both copies of this form where indicated. The statement makes reference to the Employee Handbook, copies of which will be in circulation for you to read, after which, a copy will be kept in the Office.

You should now read the information contained in the Employee Handbook, as it forms part of your contract of employment except where the contrary is expressly stated. Please discuss any queries you may have with a Manager.

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Name:

Address:

Post code:

E-mail address:

Telephone number:

Mobile number:

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Emergency contact: **Luciana**

Relationship: **Wife**

Address: **145 Eastcombe Avenue**

Post code: **SE7 7LL**

Telephone number (work): **07731403670**

Telephone number (home):

Mobile number: **07731403670**

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I have read and I understand the current Employee Handbook. I accept that it forms part of my Contract of Employment except where the contrary is expressly stated and I will keep myself informed of its contents. I agree that where the Working Time Regulations apply to my employment, any terms and conditions relating to those regulations, e.g. annual holidays, constitute a Relevant Agreement.

SIGNATURE:

*Thiago Piccioni*  
Thiago Piccioni (Mar 16, 2021 14:25:00 GMT)

DATE:

**16/03/2021**

# RESTRICTIVE COVENANT AGREEMENT

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This Agreement is made between **Dhani Ltd** (the Company) of 382 Kenton Road, Harrow, Middlesex, United Kingdom, HA3 8DP and **THIAGO PICCIONI** (the Employee).

The Employee agrees to be bound by the restrictive covenants set out in this Agreement, and further agrees that this Agreement forms part of, and is incorporated into, their contract of employment with the Company.

## DEFINITIONS

**"Restricted Business"** shall mean any business or activity carried on by the Company at any time during the Relevant Period and in which the Employee shall have been directly concerned during the Relevant Period, or in respect of which they had access to confidential information.

**"Restricted Customer"** shall mean any person, firm or company or other organisation or entity who was at any time in the Relevant Period a Customer of the Company.

**"Prospective Customers"** shall mean any person, firm, company or other organisation or entity who at the date of termination of the Employee's employment with the Company was engaged in negotiation with the Company with a view to engaging the Company's services.

**"Relevant Period"** shall mean the six month period preceding the date of termination of the Employee's employment with the Company, ending on that date.

## CLAUSE 1

### NON-SOLICITATION AND NON-DEALING COVENANTS

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#### 1) Of Restricted Customers:

The Employee shall not, during the period of six months after the date of termination of their employment with the Company, directly or indirectly on their own account or on behalf of or in conjunction with any person, firm, company or other organisation or entity either:

- conduct Restricted Business; or
- canvass or solicit or by any other means seek to conduct Restricted Business;

with any Restricted Customer with whom the Employee shall have had personal and material dealings in the course of their duties during the Relevant Period, or about whom they had access to confidential information.

## **2) Of prospective Customers:**

The Employee shall not during the period of six months after the date of termination of their employment with the Company, directly or indirectly on their own account or on behalf of or in conjunction with any person, firm, company or other organisation or entity either:

- conduct Restricted Business; or
- canvass or solicit or by any other means seek to conduct Restricted Business;

with whom the Employee shall have had personal and material dealings in the course of their duties during the Relevant Period, or about whom they had access to confidential information.

## **CLAUSE 2 CONFIDENTIALITY**

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The Employee shall not make use of, divulge or communicate to any person (save in the proper performance of their duties) any trade secrets or other confidential information of or relating to the Company or that of other persons or bodies with whom the Company has dealings of any sort, which the Employee may have received or obtained, or has otherwise been acquired by them in confidence, whilst in the employment of the Company. This restriction shall continue to apply after the termination of the employee's employment without limit in point of time, but shall cease to apply to information ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law.

Confidential information shall include but shall not be limited to 'Customer information'. 'Customer information' includes information relating to:

The names or addresses or telephone numbers of the Company's Customers and/or the employees of such Customers with whom the Company has had contact.

The Employee is to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of their employment with the Company, or at any other time upon demand, return to the Company any such material in their possession.

## **CLAUSE 3 COPYRIGHT**

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All written material, whether held on paper, electronically or magnetically which was made or acquired by the Employee during the course of employment with the Company, is the Company's property and copyright. At the time of termination of employment with the Company, or at any other time upon demand, the Employee shall return to the Company any such material in their possession.

## **CLAUSE 4 NON-POACHING OF EMPLOYEES**

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The Employee shall not either during their employment with the Company or during the period of six months after the date of termination of their employment with the Company, directly or indirectly induce or seek to induce any person who were employed by the Company at the date of termination of the Employee's employment and with whom they had personal and material contact/dealings to leave the employment of the Company, whether or not this would constitute a breach of contract on the part of the aforementioned other employee.



## **CLAUSE 5**

### **PREVENTION OF EMPLOYMENT BY CUSTOMERS**

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The Employee shall not during the period of six months after the date of termination of their employment with the Company directly or indirectly be engaged or employed by any Restricted Customer with whom the Employee shall have had personal and material dealings in the course of their duties during the Relevant Period, or about whom they had access to confidential information.

## **CLAUSE 6**

### **NON COMPETITION**

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The Employee hereby undertakes with the Company that they will not (without the prior written consent of the Company) during their employment and during the period of three months after the date of termination of their employment whether by themselves, through their employees or agents or otherwise or howsoever, and whether on their own behalf of any other person, firm, company, or other organisation directly or indirectly in competition with the Company be employed or engaged or otherwise conduct any Restricted Business.

The employee hereby undertakes with the Company that they will not at any time after the termination of their employment in the course of carrying on any trade or business, claim, represent or otherwise indicate any association with the Company, or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with the Company to its detriment.

## **CLAUSE 7**

### **INTELLECTUAL PROPERTY**

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- 1) It is anticipated that in the course of the employee's duties they may make or discover intellectual property and in this respect they have a special obligation to further the interests of the Company.
- 2) Intellectual property includes patents, registered or unregistered trademarks and designs, utility models, copyrights, including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research relating to the above, business names, whether registerable or not, moral rights and any similar rights in any country.
- 3) Subject to the provisions of the Patents Act 1977 and the Copyright, Designs and Patents Act 1988, if any time during the employee's employment they make or discover or participate in the making or discovery of any intellectual property relating to or capable of being used in the business carried on by the Company, the employee must communicate the details forthwith to the Company and such intellectual property will be the absolute property of the Company. At the Company's request and expense, the employee must give and supply all such information, data, drawings and assistance as may be necessary to enable the Company to exploit the intellectual property to best advantage, and must execute all documents and do such things as may be necessary or desirable for obtaining patent and other protection for the intellectual property in such parts of the world as may be specified by the Company and for vesting the same in our Company or as they may direct.
- 4) The employee irrevocably appoints the Company in their name and on their behalf to sign and execute such instruments and do such things and generally to use their name for the purposes of giving to the Company (or their nominees) the full benefit of the provisions of this clause. A certificate in writing signed by the Company that an instrument or act falls within the authority conferred by this clause will be conclusive evidence that such is the case.

- 5) If while in the employment of the Company the employee makes, or discovers intellectual property which does not become the property of the Company then, subject to the provisions of the Patents Act 1977, the Company will have the right to acquire for themselves or their nominee the employee's right therein on fair and reasonable terms, to be agreed or settled by a single arbitrator appointed by the President of Chartered Institute of Arbitrators who shall adjudicate at our joint expense.
- 6) The rights and obligations arising under this clause will continue to have full force and effect after the employee's employment has terminated and will be binding upon their representatives.


### SEVERABILITY CLAUSE

Each of the restrictions contained in this Restrictive Covenant Agreement is intended to be separate and severable. In the event that any of the restrictions set out above shall be held to be void, then its/their deletion shall not affect the remainder of this Agreement, whose restrictions shall continue to apply with such deletion as may be necessary to make it valid and effective.

**SIGNATURE:** Thiago Piccioni  
Thiago Piccioni (Mar 16, 2021 14:28 GMT)  
Employee

**NAME:** Thiago Rodrigo Basto Piccioni  
Print

**DATE:** 16/03/2021

**SIGNATURE:**   
On behalf of Dhani Ltd

**NAME:** AUGUSTIN DE ROUGE  
Print

**DATE:** 16 MAR 2021



## Instructions for employers

This Starter Checklist can be used to gather information about your new employee. You can use this information to help fill in your first Full Payment Submission (FPS) for this employee. You need to keep the information recorded on the Starter Checklist record for the current and previous 3 tax years. Do not send this form to HM Revenue and Customs (HMRC).

## Instructions for employees

As a new employee your employer needs the information on this form before your first payday to tell HMRC about you and help them use the correct tax code. Fill in this form then give it to your employer. Do not send this form to HMRC.

It's important that you choose the correct statement. If you do not choose the correct statement you may pay too much or too little tax. For help filling in this form watch our short youtube video, go to [www.youtube.com/hmrcgovuk](http://www.youtube.com/hmrcgovuk)

## Employee's personal details

<p><b>1 Last name</b></p> <div>Basto Piccioni</div> <p><b>2 First names</b> Do not enter initials or shortened names such as Jim for James or Liz for Elizabeth</p> <div>Thiago Rodrigo</div> <p><b>3 Are you male or female?</b> Male <input checked="" type="checkbox"/> Female <input type="checkbox"/></p> <p><b>4 Date of birth</b> DD MM YYYY 15/01/1985</p>	<p><b>5 Home address</b></p> <div>145 Eastcombe Avenue</div> <div>SE7 7LL</div> <div>Postcode</div> <div>Country</div> <p><b>6 National Insurance number</b> if known SZ387732A</p> <p><b>7 Employment start date</b> DD MM YYYY 17/03/2021</p>
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## Employee statement

**8 Choose the statement that applies to you, either A, B or C, and tick the appropriate box.**

Statement A	Statement B	Statement C
Do not choose this statement if you're in receipt of a State, Works or Private Pension. Choose this statement if the following applies. This is my first job since 6 April and since the 6 April I've not received payments from any of the following: <ul style="list-style-type: none"><li>• Jobseeker's Allowance</li><li>• Employment and Support Allowance</li><li>• Incapacity Benefit</li></ul>	Do not choose this statement if you're in receipt of a State, Works or Private Pension. Choose this statement if the following applies. Since 6 April I have had another job but I do not have a P45. And/or since the 6 April I have received payments from any of the following: <ul style="list-style-type: none"><li>• Jobseeker's Allowance</li><li>• Employment and Support Allowance</li><li>• Incapacity Benefit</li></ul>	Choose this statement if: <ul style="list-style-type: none"><li>• you have another job and/or</li><li>• you're in receipt of a State, Works or Private Pension</li></ul>
Statement A applies to me <input type="checkbox"/>	Statement B applies to me <input checked="" type="checkbox"/>	Statement C applies to me <input type="checkbox"/>

## Student Loan

For more guidance about repaying, go to [www.gov.uk/repaying-your-student-loan](http://www.gov.uk/repaying-your-student-loan)

9 Do you have one of the Student Loan Plans described below which is not fully repaid?

Yes ☐ If Yes, go to question 10

No ☐ If No, go to question 13

10 Did you complete or leave your studies before 6th April?

Yes ☐ If Yes, go to question 11

No ☐ If No, go to question 13

11 Are you repaying your Student Loan directly to the Student Loans Company by direct debit?

Yes ☐ If Yes, go to question 13

No ☐ If No, go to question 12

12 What type of Student Loan do you have?

Plan 1 ☐ Plan 2 ☐ Both ☐

### Student Loan Plans

You'll have a Plan 1 Student Loan if:

- you lived in Scotland or Northern Ireland when you started your course (undergraduate or postgraduate)
- you lived in England or Wales and started your undergraduate course before 1 September 2012

You'll have a Plan 2 Student Loan if:

- you lived in England or Wales and started your undergraduate course on or after 1 September 2012
- your loan is a Part Time Maintenance Loan
- your loan is an Advanced Learner Loan
- your loan is a Postgraduate Healthcare Loan

## Postgraduate Loan

For more guidance about funding and repaying, go to [www.gov.uk/funding-for-postgraduate-study](http://www.gov.uk/funding-for-postgraduate-study)

For more guidance for employers, go to [www.gov.uk/guidance/special-rules-for-student-loans](http://www.gov.uk/guidance/special-rules-for-student-loans)

13 Do you have a Postgraduate Loan which is not fully repaid?

Yes ☐ If Yes, go to question 14

No ☐ If No, go to the Declaration

You'll have a Postgraduate Loan if:

- you lived in England and started your Postgraduate Master's course on or after 1 August 2016
- you lived in Wales and started your Postgraduate Master's course on or after 1 August 2017
- you lived in England or Wales and started your Postgraduate Doctoral course on or after 1 August 2018

14 Did you complete or leave your Postgraduate studies before 6th April?

Yes ☐ If Yes, go to question 15

No ☐ If No, go to the Declaration

15 Are you repaying your Postgraduate Loan direct to the Student Loans Company by direct debit?

Yes ☐

No ☐

Fill in the declaration.

## Declaration

I confirm that the information I've given on this form is correct.

Signature

*Thiago Piccioni*  
Thiago Piccioni (Mar 16, 2021 14:28 GMT)

Full name

Thiago Rodrigo Basto Piccioni

Date DD MM YYYY

16/03/2021







# Dhani Ltd Employment Contract

Final Audit Report

2021-03-16

Created:	2021-03-16
By:	Augustin de Rouge (augustin@clivedale.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMjVna1ltzfv9HqrS4ppdn5gpQmb3xhEP

## "Dhani Ltd Employment Contract" History

-  Document created by Augustin de Rouge (augustin@clivedale.com)  
2021-03-16 - 10:34:43 GMT - IP address: 92.207.234.134
-  Document e-signed by Augustin de Rouge (augustin@clivedale.com)  
Signature Date: 2021-03-16 - 10:36:44 GMT - Time Source: server- IP address: 92.207.234.134
-  Document emailed to Thiago Piccioni (thiagopiccioni@gmail.com) for signature  
2021-03-16 - 10:36:47 GMT
-  Email viewed by Thiago Piccioni (thiagopiccioni@gmail.com)  
2021-03-16 - 11:00:39 GMT - IP address: 79.66.176.149
-  Document e-signed by Thiago Piccioni (thiagopiccioni@gmail.com)  
Signature Date: 2021-03-16 - 14:28:31 GMT - Time Source: server- IP address: 79.66.176.149
-  Agreement completed.  
2021-03-16 - 14:28:31 GMT