


IN WITNESS of the above the parties have entered into this Agreement as a deed on the date written at the start of this Agreement.

SIGNED AS A DEED by:
AUDIO ANALYTIC LTD
Acting by one director
Chris Mitchell


)
)
) DocuSigned by:

8D6788ED16B64C3...
Director

In the presence of:

Witness signature:

Witness name:

Witness address:

DocuSigned by:

7349803E4ED9435...
Rosamunde Almond
23 Downham Road,
Ely,
CB6 1AQ

Witness occupation:

Editor-in-Chief

SIGNED AS A DEED by:
Faysal Alkharaz

)
)
) DocuSigned by:


99326FF30F264FA...

In the presence of:

Witness signature:

Witness name:

Witness address:

DocuSigned by:

337E3A12F4A749B...
Raed Salim Kharraz
23 Benghazi. St
Amman, 11183
Jordan

Witness occupation:

FACTORY OWNER

Employee Name: Faysal Alkharaz

Employment Agreement

Audio Analytic Limited

2 Quayside, Cambridge, CB5 8AB

Tel: +44 (0)1223 909 305

THIS AGREEMENT is made the 26th August 2021.

BETWEEN:

- (1) **AUDIO ANALYTIC LIMITED** (Company number 06673834) whose registered office is 3rd Floor, 2 Quayside Cambridge, CB5 8AB, UK (the "**Company**"); and
- (2) **FAYSAL ALKHARAZ** of 23 Benghazi Street, 4th Circle, Jabal Amman, Amman, Jordan, 11183 (the "**Employee**")

BACKGROUND:

The Company wishes to employ the Employee and the Employee wishes to be employed by the Company on the terms and conditions set out herein.

IT IS AGREED as follows:

1. Interpretation

1.1 In this Agreement unless the context otherwise requires:

"Associated Company" means a subsidiary or holding company of the Company or a subsidiary of such holding company (as defined by company law from time to time); or a company in which the Company owns not less than 25% of the shareholding;

"Commencement Date" means 10th November 2021

"Confidential Information" means any information including but not limited to, the business affairs, prospective business, trade secrets, products, services, technology, customers, market opportunities, Inventions, Intellectual Property Rights or finances of the Company, any Associated Company or relevant third party (for example customers or suppliers of Company), including without limitation, price lists, lists of customers and suppliers any of which come into the Employee's possession by virtue of their employment, and which have value by not being generally known to the public or third parties;

"Incapacity" means any illness or injury or other like cause preventing the Employee from attending to their duties;

"Intellectual Property Rights" means copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered), database rights, semiconductor topography rights, proprietary information rights (including know how and rights in data) and all other similar proprietary rights and applications for such rights as may exist anywhere in the world;

"Invention" means any invention, improvement, idea, software application or algorithm, secret, design, modification, process, data, formula, model, prototype, sketch, drawing, plan or other work or material or technical information of any nature including all and any related know how made, discovered, created or developed by the Employee during the course of the employment with the Company;

1.2 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.

1.3 Any reference to the Employee shall if appropriate include their personal representatives.

2. Commencement

2.1 The employment of the Employee will commence on the Commencement Date. The Employee's continuous employment for the purposes of the Employment Rights Act 1996 began on the Commencement Date.

2.2 The first 6 months from the Commencement Date are treated as a probationary period (the **"Probation"**) during which the Company will assess the Employee's performance and suitability for the role. The Company may, at its discretion, extend the Probation should it deem it necessary for a further **three** months, and the Employee shall be notified if this is the case. During the Probation, either party may terminate the Employee's employment upon giving two week's written notice to the other. After the Probation, the period of notice to terminate the Employee's employment is as set out in clause 18.1.

2.3 During the Probation the Employee may only take up to a maximum of 15 days holiday in total. The Employee may not take more than 10 days' holiday at any one time during this period without the prior written consent of ai3 Customer Engineering Lead (the **"Line Manager"**).

- 2.4 If the Employee is absent from work due to illness or injury during the Probation for a period which exceeds 5 days the Probation may be extended, at the Company's discretion, by the period of the Employee's absence to allow adequate monitoring of performance. The Company shall notify the Employee in writing should this be the case.

3. Employee Warranties

- 3.1 The Employee represents and warrants to the Company that, by entering into this Agreement or performing their obligations under it, the Employee will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on them. The Employee undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if the Employee is in breach of any such obligations.
- 3.2 The Employee warrants that they are entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if the Employee ceases to be so entitled.
- 3.3 The Employee warrants that the contact details of business contacts made during the course of their employment (with effect from the Commencement Date) (including via LinkedIn) will remain the sole property of the Company, or such Associated Company as it may direct, at all times and additionally constitute Confidential Information for the purposes of this Agreement. On termination of the Employee's employment the Employee must provide the Company with a copy of all such information, delete all such information from their personal social networking accounts and destroy any further copies of such information that the Employee may have.

4. Duties

- 4.1 The Employee shall be employed in the role of Graduate Embedded Software Engineer and during their employment with Company or any Associated Company, they shall:
- 4.1.1 perform the duties and exercise the powers which the Company may from time to time properly assign to them in connection with the business of the Company or Associated Company;

- 4.1.2 report their own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or any director of the Company or of any Associated Company to the Line Manager immediately on becoming aware of it;
 - 4.1.3 at all times and in all respects, conform to and comply with all the proper and reasonable directions and regulations and rules of the Company from time to time in force;
 - 4.1.4 in the absence of specific directions or assignments from the Line Manager, the Employee shall perform such functions and duties as are appropriate to, and as may reasonably be expected of, a person carrying out such role;
 - 4.1.5 on performing their duties, the Employee shall exercise with due diligence and loyalty, such knowledge skill and expertise as may reasonably be expected of a person carrying out such duties; and
 - 4.1.6 shall report to their Line Manager as and when required or to such other person as the Company may direct from time to time.
- 4.2 Notwithstanding any separate obligations detailed in this Agreement which apply after the termination of the Employee's employment, the Employee must not, during their employment with the Company or after its termination, knowingly or willingly do, cause, or permit anything to be done, which damages, or has the potential to damage, the Company or any Associated Company's interests.

5. Time and Attention

- 5.1 Unless otherwise agreed between the parties hereto, there will be no specific terms or conditions relating to the Employee's hours and days of work which shall be variable under this Agreement, although it is anticipated that the Employee will work during the Company's normal office hours and shall work such hours and days as may reasonably be required for the proper performance of their duties hereunder and the Employee shall not be entitled to receive additional remuneration for work outside normal office hours. Further details of working arrangements are contained in the Company Handbook.
- 5.2 The Employee acknowledges and agrees that by signing this Agreement, insofar as it applies to the Employee's employment, Regulation 4(1) of the Working Time Regulations 1998 shall

not apply unless the Employee withdraws such agreement by giving the Company not less than three months' prior notice in writing.

- 5.3 During the continuance of the Employee's employment, the Employee shall not without the prior written consent of the Company have any business dealings with, or do any work in any capacity for, or be in any way employed or engaged by, any other business, trade or profession including but not limited to owning shares in any other business trade or profession which is in competition with the business of the Company and/or of any Associated Company or which would interfere with the Employee's ability properly to perform their duties **PROVIDED THAT** nothing in this clause shall preclude the Employee from holding or being otherwise interested in any shares or other securities of any company which are for the time being quoted on any recognised stock market so long as the interest of the Employee in such shares or other securities does not extend to more than 3% of the total amount of such shares or securities.

6. Place of Work and Travel

- 6.1 The Employee's normal place of work shall be the Company's office at 2 Quayside, Cambridge, CB25 9GS or such other reasonable location as agreed with the Company from time to time for the proper performance of the Employee's duties. Further details of working arrangements are contained in the Company Handbook.
- 6.2 The Employee may be required to travel during the course of their employment in the United Kingdom and abroad.
- 6.3 The Employee may be required to work abroad for a period exceeding one month and if this arises, details of the remuneration and any benefits or other terms applicable during such period of work abroad and the Employee's return to the UK will be agreed between the Company and the Employee in advance and given separately.

7. Remuneration

- 7.1 The Employee's basic annual salary will be £37,500.00 less appropriate deductions per year payable monthly in arrears on the 16th day or the next working day after of each month.
- 7.2 The Employee's salary may be reviewed approximately every 12 months by the Company A review does not entitle the Employee to a salary increase. In the event the Employee's salary is increased in one year, it will not give the Employee a right to further increases in

subsequent years. The Employee will not be entitled to a salary review (or increase) if the Employee is under notice of termination (however arising).

- 7.3 Any bonus or commission payment to which the Employee may become eligible in due course shall be purely discretionary and shall not form part of the Employee's contractual remuneration under this Agreement. Any award of bonus or commission in one year will not entitle the Employee to a bonus in subsequent years.
- 7.4 The Company shall be entitled to deduct from the Employee's salary or other payments due to the Employee any money which the Employee may owe to the Company at any time.
- 7.5 One day's basic salary will be $\frac{1}{260th}$ of the Employee's annual basic salary.

8. Expenses

The Company shall by way of reimbursement pay or procure to be paid to the Employee all reasonable travel, hotel and other expenses properly incurred by them in the proper performance of their duties under this Agreement provided that the Employee provides reasonable written evidence of the expenditure in respect of which they claim reimbursement and complies with any relevant Company policy on expenses in force from time to time.

9. Pension

- 9.1 The Employee may join such Company pension scheme as is in place during the Employee's period of employment and for which the Employee has satisfied the criteria for inclusion in such scheme, details of which (including details of employer contributions during the employment of the Employee) can be obtained from the Office Manager.
- 9.2 The Company reserves the right to vary or amend any pension arrangements (including any employer or employee contributions) in place from time to time, including, without limitation, where necessary for the Company to comply with its legal obligations from time to time or for any other reason.
- 9.3 A contracting out certificate is not in force.

10. Benefits

10.1 After successful completion of the Probation, the Employee may be provided with the following benefits during their employment, subject to any rules applicable to the relevant benefit:

10.1.1 BUPA Healthcare;

10.1.2 Contributory Pension Scheme;

10.1.3 Cycle to Work Scheme;

10.1.4 Death-in-Service;

10.1.5 Employee Assistance Programme;

10.1.6 Gym Membership;

10.1.7 Interest-free season ticket loan; and

10.1.8 Discount voucher portal.

10.2 Further details of these benefits are available from the Office Manager.

10.3 The Company reserves the right to vary, amend or withdraw altogether any benefit (including any insurance backed benefit) at any time for any reason.

10.4 If any scheme provider (including any insurance company) refuses or ceases for any reason to provide any benefits to the Employee, the Company shall not be liable to provide any such benefits or any compensation in lieu of them.

10.5 The provision of any insurance backed benefit shall not prevent the Company terminating the Employee's employment for any reason (including on the basis of illness or incapacity) or provide any basis for enhancing claims for compensation or damages in the event of such termination and such benefits shall always be subject to the insurer's terms and conditions from time to time.

10.6 The Company may put in place additional benefits during the Employee's employment. The Employee's eligibility to receive any such benefits shall be subject to any applicable terms

and conditions of the relevant benefit scheme which shall be notified to the Employee should the Company decide to implement any additional benefit(s).

11. Holidays

11.1 Subject to clause 2.3, the Employee shall (in addition to the usual public and bank holidays) be entitled to 25 days' holiday during each complete holiday year and pro rata entitlement of 33 days in total for any shorter periods. Such holiday to be taken at a time or times convenient and approved by the Line Manager in advance.

11.2 Not more than 15 days' holiday may be taken at any one time.

11.3 The Employee may carry forward up to 5 days' holiday to the next holiday year. All carried forward holiday must be taken by 31 March of the relevant holiday year, after which it will lapse, and the Employee will not be entitled to any payment in lieu of such holiday. There is no right to payment in lieu of accrued but untaken holiday apart from in the year of termination of employment where the Company will pay monies in lieu of holiday accrued to the date of termination for that holiday year. The amount of such payment in lieu shall be $\frac{1}{260^{\text{th}}}$ of the Employee's full time equivalent basic salary pursuant to sub-clause 7.1 from time to time for each untaken day of holiday in the relevant holiday year.

11.4 Pay for excess holiday taken in the year of termination must be refunded to the Company and the Employee agrees that such excess holiday may be deducted by the Company from any payment due to the Employee on termination. Such sum shall be calculated at a rate of $\frac{1}{260^{\text{th}}}$ annual basic salary payable to the Employee pursuant to sub-clause 7.1 from time to time per day of unearned holiday taken.

11.5 The holiday year is the calendar year.

11.6 The Company reserves the right to require the Employee to take any accrued but unused holiday during a period of notice to terminate the Employee's employment, whether the Employee is working their notice or placed on Garden Leave (as defined below).

12. Incapacity

12.1 The Employee must ensure that where reasonably practicable, that the Line Manager (or such other person as the Company may notify the Employee from time to time) is notified within 60 minutes of the start of core time on the first day of the Employee's absence due

to Incapacity, and the Employee should keep them informed as to the likely duration of the illness or injury on an ongoing daily (where possible) basis. The Employee will comply with the Company's reasonable requests and any applicable sickness absence policy in place from time to time, in respect of any period of Incapacity.

- 12.2 The Employee may be entitled to statutory sick pay (SSP) as determined by law from time to time for any period of absence due to Incapacity, subject always to the Employee's production of medical certificates as required by the Company for all absences exceeding seven days and covering all periods of absence, having satisfied the Company as to the reason for absences for a lesser period and having completed a self-certification form as may be required, and the Employee's continued compliance with the Company's sickness absence policy from time to time.
- 12.3 Further details about SSP and any entitlement the Employee may have from time to time can be found on the Government's website.
- 12.4 Subject to clauses 12.1 and 12.2, and the successful completion of the Employee's Probation, the Employee may be paid additional company sick pay at a rate and for a period that the Company may in its absolute discretion decide.
- 12.5 If absence due to Incapacity shall aggregate in all to 26 weeks in any 12 consecutive months, the Company may terminate the employment of the Employee upon notice to the Employee in accordance with this Agreement.
- 12.6 If the Employee is absent from work as a result of Incapacity for which a third party is liable (whether in full or in part) then the Employee will not be entitled as of right to sick pay or other remuneration during such absence and any payments made by Company in the period of absence shall be an interest free loan. If the Employee recovers damages he will repay Company any sums received by him as compensation for loss of remuneration for this period but limited to the amount of the interest free loan. If no damages are received the Employee will not be required to repay the loan or any part of it.
- 12.7 The Employee may be required to attend a medical examination (at the Company's expense) by a doctor nominated by the Company should the Company have a legitimate interest in obtaining relevant information about the Employee's health.

13. Other paid leave

13.1 The Employee may be eligible to take the following 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:

13.1.1 statutory maternity leave and the Employee may be eligible to receive Company maternity pay subject to the rules set out in the Company's maternity policy from time to time;

13.1.2 statutory paternity leave and the Employee may be eligible to receive Company paternity pay subject to the rules set out in the Company's paternity policy from time to time;

13.1.3 statutory adoption leave and the Employee may be eligible to receive Company adoption pay subject to the rules set out in the Company's adoption policy from time to time;

13.1.4 shared parental leave and the Employee may be eligible to receive Company shared parental pay subject to the rules set out in the Company's shared parental leave policy from time to time; and

13.1.5 parental leave; and

13.1.6 parental bereavement leave and the Employee may be eligible to receive the Company's parental bereavement pay subject to the rules set out in the Company's parental bereavement leave policy from time to time;

13.2 Further details of the statutory leave entitlement and pay can be found on the following Government website <https://www.gov.uk/browse/employing-people/time-off>. Details of the enhanced leave entitlements and pay can be found in the Company Handbook.

13.3 The Company may replace, amend or withdraw the Company's policy on any of the above types of leave at any time.

14. Training

14.1 There is no mandatory training relating to the Employee's employment and which the

Employee is required to pay for.

- 14.2 Notwithstanding clause **Error! Reference source not found.**, the Employee is expected to engage in any Company in-house training programme and other training opportunities provided to the Employee from time to time.

15. Intellectual Property

- 15.1 The Employee acknowledges that, because of the nature of the Employee's duties and the particular responsibilities arising from the nature of these duties, the Employee has, and shall have at all times while employed by the Company, a special obligation to further the interests of the Company and any Associated Company.
- 15.2 The Employee acknowledges that all Intellectual Property Rights, Inventions and all materials embodying them made wholly or partially by the Employee at any time during the course of the Employee's employment (whether or not during working hours or using Company premises or resources) which relate to, or are reasonably capable of being used in, the business of the Company and any Associated Company 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, the Employee holds them on trust for the Company until such time as it shall be vested absolutely in the Company or any Associated Company. Moreover, the Employee hereby assigns to the Company (or any Associated Company) any such Intellectual Property Rights, Inventions, materials and works with full title guarantee by way of present and future assignment.
- 15.3 Without prejudice to paragraphs below if, during the course of the Employee's employment with the Company, the Employee makes, discovers, designs, devises, creates, develops or becomes possessed of any Invention, the Employee shall without delay and before publishing, disclose it to the Company. The Employee will maintain all adequate and written records and related notes and memoranda of all Inventions and these will remain the sole property of the Company, or such Associated Company as it may direct, at all times.
- 15.4 The Employee undertakes to keep confidential details of all Inventions, Intellectual Property Rights or other rights.
- 15.5 The Employee acknowledges 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 the

Employee in respect of the Employee's compliance with this clause 15. This clause is without prejudice to the Employee's rights under the Patents Act 1977.

15.6 The Employee agrees:

15.6.1 to give the Company full written details of all Inventions which relate to or are capable of being used in the business of the Company promptly on their creation;

15.6.2 at the Company's request, and in any event on the termination of the Employee's 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 Intellectual Property Rights;

15.6.3 not to attempt to register any Intellectual Property Rights nor patent any Invention unless requested to do so by the Company; and

15.6.4 to keep confidential each Invention unless the Company has consented in writing to its disclosure by the Employee.

15.7 The Employee waives any moral rights in all works to which the Employee is now, or may at any future time be, entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and the Employee agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials infringes your moral rights.

15.8 The Employee will, at any time during or following their employment with the Company and at the cost of the Company, sign or execute any deeds or documents, make all applications, or do anything that the Company reasonably requires the Employee to do to apply for, obtain and vest in the name of the Company, or such Associated Company or person that it may direct, as sole beneficial owner, any Intellectual Property Rights in any country relating to any Inventions or other works or materials produced by the Employee during the employment with the Company including all right, title and interest to and in them absolutely. The Employee will also do anything reasonable at the cost of the Company to assist the Company, or anyone it directs, in any litigation, or other proceedings relating to

any Inventions, Intellectual Property Rights or other works or materials produced by the Employee during the Employee's employment with the Company.

- 15.9 The Employee irrevocably appoints the Company to be their attorney in the Employee's name and on the Employee's behalf to execute documents, to use the Employee's name and to do all things which may be necessary or desirable for the Company to obtain for itself or any Associated Company the full benefit of the provisions of these terms and a certificate in writing signed by any Director of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case so far as any third party is concerned.
- 15.10 Rights and obligations under this clause shall continue in force after termination of this Agreement in respect of Inventions made during the employment of the Employee and shall be binding upon the Employee's representatives.

16. Confidentiality

- 16.1 The Employee acknowledges that the disclosure of any Confidential Information to any actual or potential competitor of the Company or Associated Company, or general disclosure of any sensitive commercial information, would place the Company or Associated Company at a serious competitive disadvantage and would cause it/them immeasurable (financial and other) damage.
- 16.2 The Employee acknowledges that:
- 16.2.1 During the course of the Employee's employment, the Employee may obtain or have access to Confidential Information and the Employee undertakes both during and indefinitely after the end of the employment, not to use (other than for the benefit or purposes of the Company and with the Company's prior consent), divulge or communicate to any person not authorised by the Company any such Confidential Information. The Employee shall use their best endeavours to prevent unauthorised publication or disclosure of any Confidential Information and the Employee should immediately report to the Company any unauthorised use or disclosure which comes to the Employee's knowledge or which the Employee otherwise suspects has, or may have, occurred. The obligations of confidence referred to above will not apply to any Confidential Information which is published (otherwise than by the Employee) or is in the public domain or becomes available

on a non-confidential basis, or which you are required to disclose by any court or regulatory body of competent jurisdiction.

16.2.2 At any time on the Company's request (but in any event on termination) the Employee will delete all Confidential Information from any memory sticks, discs, drives or other recordable format or re-usable material in the Employee's possession or under the Employee's control which contain or refer to any Confidential Information and the Employee will deliver up all such documents and other property, including all copies, to the Company immediately upon termination of the Employee's employment (or at any earlier time on demand). In the alternative, the Employee may be asked to destroy all other documents and tangible items in the Employee's possession or under the Employee's control which contain or refer to any Confidential Information.

16.3 All notes and records (both originals and copies) wherever located and whether on paper, computer disk, computer memory, smartphone, tablet, memory stick or other media, which contain any Confidential Information or which the Employee has made or acquired in the course of the Employee's employment:

16.3.1 shall be and remain the property of the Company or the relevant Associated Company; and

16.3.2 shall not be removed from the Company's premises (or the premises of any Associated Company) except in the course of the Employee's duties.

16.4 The Employee will, during the Employee's employment, execute upon request a confidentiality undertaking for the benefit of any clients in such terms as the Company and/or such clients may require. The Employee's inappropriate refusal to do so may result in disciplinary action up to and including summary dismissal.

16.5 This clause will only bind the Employee to the extent allowed by law.

17. Restrictive covenants

17.1 For the purposes of this clause the following meanings shall apply:

17.1.1 "**Restricted Business**" means the area of embedded software platforms to enable products to react to sounds by way of artificial intelligence of the Company or any

Associated Company with which the Employee was materially involved during the Employee's employment in the 12 months immediately before the Termination Date;

17.1.2 **"Restricted Customer"** means any existing customer of the Company or any Associated Company as at the Termination Date, with whom the Employee had material dealings during the Employee's employment within the 12 months immediately before the Termination Date;

17.1.3 **"Restricted Employee"** means any person who has been employed or engaged by the Company or any Associated Company who holds an executive, managerial, sales, technical, research, marketing or design role and who has, by virtue of their position, access to confidential information and with whom the Employee had material dealings or for whom the Employee was directly responsible during the Employee's employment in the 12 months immediately before the Termination Date;

17.1.4 **"Termination Date"** means the date of termination of the Employee's employment or the start of any period of Garden Leave if sooner.

17.2 The Employee covenants with the Company that without the Company's prior written consent, the Employee will not during their employment or for the period of 6 months after the Termination Date either alone or jointly with or as officer, manager, agent, consultant to or employee of any person or otherwise howsoever directly or indirectly:

17.2.1 carry on or be employed, engaged, interested or concerned in any activity or business which competes with any Restricted Business;

17.2.2 actively solicit or endeavour to entice away from the Company or any Associated Company any Restricted Employee;

17.2.3 deal with any Restricted Customer with a view to providing goods or services which compete with the Restricted Business; and

17.2.4 solicit or endeavour to entice away from the Company or any Associated Company the business or custom of any Restricted Customer with a view to providing goods or services which compete with the Restricted Business.

- 17.3 Notwithstanding clause 17.2, during the time the restrictions set out in this clause are effective, you may hold an investment by way of shares or other securities of not more than 3% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange).
- 17.4 The Employee will not at any time after the Termination Date represent themselves as having any association with the Company or any Associated Company in a way which has, or could have, a damaging impact to the Company or any Associated Company.
- 17.5 If the Employee receives an offer to be involved in a business concern in any capacity during the Employee's employment, or before the expiry of the last of the covenants in this clause, the Employee shall give the person making the offer a copy of this clause and shall tell the Company the identity of the offeree as soon as possible before accepting the offer.
- 17.6 The above restrictions are separate and independent and while they are considered reasonable by the parties in all the circumstances it is agreed that if the restrictions would be adjudged void or ineffective for whatever reason but would be adjudged to be valid and effective if part of the wording thereof or one or more of the restrictions were deleted the said or remaining restrictions shall apply with such modifications as may be necessary to make them valid and effective.
- 17.7 The benefit of the restrictions in clause 17.2 is held by the Company for itself and on trust for each Associated Company and shall be enforceable on behalf of each Associated Company as though it were a party to this Agreement.

18. Termination

- 18.1 Notwithstanding clause 2.2 and without prejudice to clause 19, the employment of the Employee may be terminated by the Company giving the Employee not less than 3 months' notice in writing or the Employee giving the Company not less than 3 months' notice in writing.
- 18.2 The Company may in its sole discretion terminate the Employee's employment forthwith at any time by paying to the Employee basic salary (as at the date of termination) in lieu of notice or for the balance of any period of notice not worked. For the avoidance of doubt, the payment in lieu shall not include any element in relation to:

- 18.2.1 any bonus or commission payments that might otherwise have been due during the period for which the payment in lieu is made;
 - 18.2.2 any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the payment in lieu is made; and
 - 18.2.3 any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made.
- 18.3 The Company may suspend the Employee at any time during the Employee's employment if it considers it reasonable to do so. During any period of suspension the Employee shall remain bound by the terms of this Agreement and shall ensure that the Line Manager knows how the Employee can be contacted during each working day (excluding any periods of holiday taken in the usual way). The Company shall be entitled to exclude the Employee from its premises and instruct the Employee not to contact (or attempt to contact) the employees, agents, clients or customers of the Company or any Associated Company during any period of suspension.
- 18.4 The Company may exclude you from its premises during all or part of your notice period on full pay and benefits, and you will comply with any conditions laid down by the Company during such period including, without limitation, a requirement for you not to contact or have dealings with any clients or business contacts, suppliers or other employees ("**Garden Leave**"). During any period of suspension or any period of Garden Leave, the Company will have no obligation to provide you with any work.

19. Summary Termination of Employment

- 19.1 Without prejudice to any other rights the Company may have at law to terminate the Employee's employment, the employment of the Employee may be terminated by the Company with immediate effect without notice or payment in lieu of notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of Termination) if the Employee:
 - 19.1.1 fails or ceases to meet the requirements of any regulatory body whose consent is required to enable them to undertake all or any of their duties or is guilty of a serious breach of the rules and regulations of such regulatory body or of any compliance manual of the Company; or

- 19.1.2 is guilty of any gross misconduct affecting the business of the Company; or
 - 19.1.3 is, in the reasonable opinion of the Company, negligent and incompetent in the performance of their duties; or
 - 19.1.4 is guilty of any serious act or acts of default, neglect or misconduct in connection with or affecting the business of the Company or any Associated Company to which they are required to render services; or
 - 19.1.5 in the event of any serious or repeated breach or non-observance by the Employee of any of the stipulations or terms contained in this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company; or
 - 19.1.6 is declared bankrupt or enters into any voluntary arrangement with creditors or has a receiver appointed of all or any part of their property; or
 - 19.1.7 is convicted of any criminal offence (other than an offence under road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
 - 19.1.8 is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Employee or the Company into disrepute or is materially adverse to the interests of the Company; or
 - 19.1.9 is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems; or
 - 19.1.10 shall become a patient under the Mental Health Acts; or
 - 19.1.11 ceases to be eligible to work in the United Kingdom.
- 19.2 The above provisions are without prejudice to any other rights the Company may have at law to terminate the Employee's employment.
- 20. Other Termination Provisions**
- 20.1 In addition to termination obligations set out elsewhere in this Agreement, the following shall also apply:

- 20.1.1 the Company will be entitled to deduct from any monies due to the Employee at the date of termination of their employment any sum due from the Employee to the Company including but not limited to the overpayment of wages or expenses, loans or advances on wages which the Company may from time to time make to the Employee;
 - 20.1.2 termination of this Agreement will not affect the provisions of this Agreement which are intended to have effect after such termination including but not limited to clauses relating to confidentiality, intellectual property and restrictive covenants;
 - 20.1.3 all property belonging to or in the custody of the Company or any Associated Company must be returned by the Employee forthwith upon termination of the Employee's employment; and
 - 20.1.4 the Employee must deliver up to the Company, or irretrievably delete as may be requested, any information relating to the business of the Company or Associated Company stored on any memory stick, disc, drive or other recordable format or reusable material and all matter derived from such sources which is in the Employee's possession or under the Employee's control;
 - 20.2 Upon request the Employee must provide a signed statement that they have complied fully with their obligations under this clause, together with such other reasonable evidence of compliance as the Company may request.
 - 20.3 On termination of the Employee's employment however arising the Employee shall not be entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long term incentive plan or other profit sharing scheme operated by the Company from time to time.
- 21. IT Use**
- 21.1 When using computers, computer software and information/data held on computer systems the Employee must act legally, in good faith and in full compliance with any IT Policy in place from time to time as notified to the Employee. Any failure to do so could result in disciplinary action up to and including summary dismissal.
 - 21.2 For business reasons and in order to carry out legal obligations in its role as an employer,

the Company reserves the right to monitor the Employee's use of, and to read all content passing through, the Company's systems and equipment. The Employee agrees that they have no expectation of privacy in relation to use of the Company's systems and/or equipment which is not business related.

22. Disciplinary and Grievance Procedures:

22.1 Although there are no contractual disciplinary procedures incorporated into this Agreement, the terms of the Company's policy contained in the Disciplinary and Grievance Policies apply to the Employee's employment with the Company. Copies of these policies are available in the Company Handbook.

22.2 If the Employee has a grievance in relation to their employment, the Employee should address it in writing, in the first instance to the Line Manager.

22.3 The Employee generally has the right to appeal a disciplinary decision in writing, in the first instance to the Line Manager.

23. Collective Agreements

23.1 There are no collective agreements applicable to this employment.

24. Data Protection

24.1 During your employment, the Employee shall comply with any Company data protection policy from time to time in force and with all applicable data protection obligations.

24.2 Subject to the provisions of applicable data protection legislation, the Employee acknowledges that the Company or any Associated Company may process Personal Data relating to them for (amongst other reasons) legal, personnel, administrative and management purposes which may include the processing of Special Categories of Data relating to the Employee. For the purpose of this clause, Personal Data and Special Categories of Data shall be as those terms are defined in any applicable data protection legislation.

24.3 The Employee further acknowledges that the Company may carry out such data processing of their Personal Data, where it is necessary:

24.3.1 to comply with legal requirements; and/or

24.3.2 for the performance of a contract with the Employee; and/or

24.3.3 for the purpose of legitimate interests pursued by the Company or any Associated Company.

24.4 The Company may provide the Employee with further information in writing regarding its processing of the Employee's Personal Data from time to time, including in the form of a privacy notice.

25. Notices

25.1 Notices may be given by either party by letter addressed to the other party at (in the case of Company) its registered office for the time being and (in the case of the Employee) the last known address or by delivery to them personally or by email delivery if appropriate and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand or by email upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted.

26. Miscellaneous

26.1 This Agreement and any disputes, whether contractual or non-contractual, arising from it shall be governed by and construed in all aspects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

26.2 This Agreement constitutes the entire understanding between the parties relating to the Employee's employment and supersedes all prior arrangements or promises in relation thereto only and may only be varied with the prior written agreement of each party.

26.3 The Company reserves the right to make reasonable changes to the terms of the Employee's employment as may be necessary from time to time, upon notice to the Employee.

26.4 Save for any Associated Company, no third party is entitled to enforce any of the terms of this Agreement.