



## **Terms & Conditions of Employment for**

Abhishek  
Danalakota  
Site Reliability  
Engineer

## Parties

Employer: **BigDogg Technology Limited**, a limited liability company incorporated in the Ireland (registered no.475185), whose registered office is at Galway Technology Centre, Mervue Business Park, Galway, H91 YW0F (hereinafter the “**Company**”).

Employee: Abhishek Danalakota of 312 Carrington Park, Northwood, Santry, Dublin 9, D09 P446.

Date: 20<sup>th</sup> June 2023

## Terms & Conditions

### 1 PRECONDITIONS

1.1 This Agreement and your employment with the Company are conditional on the following matters:

- 1.1.1 You must provide the Company with a reference, satisfactory to the Company, one of which must be from your most recent employer; and
- 1.1.2 You must provide documentary evidence of your qualifications; and
- 1.1.3 You must be free from any contractual or other obligations owed to a third party which might prevent you from commencing employment with the Company or from properly performing the duties of your position under the terms of this Agreement.
- 1.1.4 Confirmation must be obtained that you are eligible to work legally in the Republic of Ireland.
- 1.1.5 You have fully read and agree to abide by all Company policies and procedures, including any Company Staff Handbook.

### 2 COMMENCEMENT

2.1 If the conditions above are satisfied, your employment will commence on the 18<sup>th</sup> of September 2023.

### 3 PROBATIONARY PERIOD

3.1 The first 6 months of your employment with the Company will be treated as a probationary period during which period the Company will assess your performance and suitability. The Company reserves the right, at its discretion, to extend the probationary period if that is deemed necessary. The employment relationship may be terminated by you or by the Company on one week's notice in writing at any time during or at the end of this period, without either party having to give reasons. Your employment with the Company as a permanent member of staff is strictly conditional on satisfactory completion of your probationary period. Where your employment is terminated by the Company, the Company may at its discretion, not require you to work out the period of notice, but may at its discretion pay you in lieu of notice. One week's notice of termination will apply during any extension of the probationary period.

3.2 During the probationary period, the Company reserves the right to reduce the number of warnings set out in the disciplinary procedures or to dispense with warnings and instead at its discretion give you notice or pay in lieu of notice. This will also apply during any extension for the probationary period. In all cases, the Company reserves the right to terminate this Agreement without notice should the circumstances warrant it.

#### 4 JOB TITLE AND DUTIES

4.1 Your position is Site Reliability Engineer and you are required to undertake all duties and Responsibilities associated with your position as may be determined by the Company from time to time and assigned to you.

4.2 You are required to report to the Engineering Manager. The Company reserves the right to change your reporting line at its discretion. You shall keep the Board of Directors promptly and fully informed of your conduct of the business and affairs of the Company and provide such explanations as may be required from time to time.

4.3 You are expected to be flexible in your position and must be prepared to undertake such other work as may be assigned to you by the Company from time to time. You may also be transferred either on a temporary or permanent basis to other duties and to other positions within the Company or for any associated or subsidiary companies.

4.4 You may be required to carry out services for and hold offices in any Group Company, no additional remuneration will be payable.

4.5 You are required to devote the whole of your time, attention and abilities to the business of the Company (unless prevented by sickness or injury).

4.6 You are required to comply with all reasonable and lawful directions given to you by the Company.

4.7 You will use your best endeavours to promote, protect, develop and extend the business of the Company.

4.8 You consent to the Company monitoring and recording any use that you make of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes.

4.9 You shall comply with the Company's anti-corruption and bribery policy and related procedures at all times.

#### 5 PLACE OF WORK

5.1 Your place of work will be remote working (within Ireland), but the Company reserves the right, at its discretion, to change your place of work on a temporary or permanent basis to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such re-location.

5.2 Your role may require that you will travel both within the Republic of Ireland and abroad and this is necessary for the proper performance of your duties. The Company may require you to carry out your duties in this location on a temporary or permanent basis, as it reasonably requires.

5.3 You are required to inform us as soon as possible if you plan to change your home address.

5.4 You confirm that you are not in breach of any covenant or agreement in doing work at your home.

5.5 You agree to comply with all health and safety guidelines and instructions which the Company may give you from time to time and to complete without delay all health and safety questionnaires that the Company may send to you from time to time.

5.6 You agree to comply with our electronic communications systems policy from time to time in force.

## 6 NORMAL HOURS OF WORK

6.1 Your normal hours of work are 37.5 hours based on a five day working week, Monday to Friday. The Company reserves the right at all times to vary your hours of work.

6.2 However, there are no fixed hours of work and you will be expected to work such hours as are required in order to fully carry out your responsibilities. Due to the nature of your position, this may include evening or weekend work where necessary. You will not be entitled to any additional salary in respect of any such additional hours of work. You expressly acknowledge and confirm that you have control over the hours you work and that your working time is not monitored or determined by the Company except where statutory legal obligations require the company to do so.

## 7 PAY

7.1 Your salary is €58,000 per annum payable monthly in arrears by credit transfer into your nominated bank account, after the deduction of PAYE and PRSI payments and all other lawful or authorised deductions. From time to time the Company may have to revise the method of payment and reserves the right to do so with reasonable notice.

7.2 Your salary will be reviewed annually in January. Any increase in your salary is entirely at the discretion of the Company and the Company is not obliged to increase your salary at review. There will be no review of the salary after notice has been given by either party to terminate this agreement.

7.3 You will be reimbursed by the Company for all agreed expenses properly and wholly, exclusively and necessarily incurred by you in the proper performance of your duties, subject to the production of receipts and such other evidence to vouch the expenses claimed, satisfactory to the Company. You shall comply with such rules and procedures as may from time to time be laid down by the Company with regard to the approval and vouching of such expenses.

## 8 DEDUCTIONS

8.1 For the purposes of the Payment of Wages Act 1991 you hereby consent to and authorise the Company to deduct from any remuneration payable to you the following::

- 8.1.1 any amount required by law to be so deducted including (without limitation) PAYE and PRSI contributions;
- 8.1.2 any overpayment of wages or expenses;
- 8.1.3 any over payment in respect of holiday pay received which had not properly accrued.
- 8.1.4 any money due by you to the Company on foot of any loan received from the Company
- 8.1.5 any sum paid to you under the Sick Leave Policy in respect of any unauthorised absence from work.

## 9 HOLIDAYS

9.1 The Company's holiday year runs from 1 January to 31 December. You will be entitled to 21 days paid annual leave (in addition to statutory public holidays) in each year to be taken at such time or times as the Company considers most convenient in accordance with its business needs and otherwise in accordance with the Organisation of Working Time Act 1997.

9.2 All holidays are taken subject to the approval of the Company and requests may be rejected where business needs require. All requests to take holiday must be made at least four weeks before the start of the holiday period you wish to take. Only after you receive confirmation that your request has been granted should you make your holiday arrangements.

9.3 A number of days must be taken at specified times, i.e. at Christmas and at Easter. These compulsory days vary from year to year and you will be notified of them in the course of the annual leave year. The Company reserves the right to notify you of such further compulsory annual leave days which must be taken out of your annual entitlement from time to time.

9.4 You are not entitled to carry holidays forward to the next holiday year. You will not be paid in lieu of holidays which are not taken in any holiday year in which they accrue.

9.5 If your employment commences or terminates part way through a holiday year, your entitlement to holidays during that year will be assessed on a pro-rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any holidays taken in excess of entitlement.

9.6 Once either you or the Company have given notice to terminate your employment the Company has the right to require you to take any outstanding holiday entitlement during the notice period.

## 10 PENSION

10.1 The Company will facilitate access, upon request, to a Personal Retirement Savings Account ("PRSA"). Further details can be obtained from the Company or from such other advisors as the Company may nominate from time to time.

## 11 ABSENCE FROM WORK

11.1 You must familiarise yourself with any Sick Leave Policy, in place from time to time. The company reserves the right to amend the Sick Leave Policy at its sole discretion.

11.2 You are required to provide a medical certificate, in a form satisfactory to the Company, for all absences from work on the third day of continual absence. Thereafter medical

certificates must be provided to the Company on a weekly basis, or as the Company requires them.

11.3 Where the absence reporting procedure is not followed and incidents of persistent abuse occur, you may render yourself liable to disciplinary action, which may ultimately lead to dismissal from employment.

11.4 The Company reserves the right to send you for medical examination at any time that same is deemed necessary during your employment. The term medical examination shall include any psychiatric and psychological assessment deemed necessary. Your signature on this document shall constitute the authorisation to the Practitioner concerned releasing full details of the said medical examination to the Company.

## 12 DRIVING LICENCE

12.1 If your duties involve driving a vehicle you must at all times hold a current full driving licence. A copy of your driving licence must be held by the company. You must immediately tell the company if you are summonsed for or convicted of a driving related offence or if you have a fine for such an offence levied against you.

12.2 A conviction for a driving related offence may lead to your dismissal if you cannot perform your duties without driving a vehicle and no suitable alternative arrangements can be made.

## 13 COMPANY POLICIES & PROCEDURES

13.1 You are expected to familiarise yourself with any Company policies and procedures concerning Grievance and Disciplinary Procedures and any other policies introduced by the Company from time to time, which shall apply to your employment. The Company reserves the right to amend, vary or discontinue its policies and procedures at any time. All such policies relating to your employment can be found in the employee handbook, a copy of which will be made available to you on commencement of employment.

13.2 You must familiarise yourself with any Company Health & Safety Rules, including the safety statement and its Fire Rules. It is your duty to take care for your own health and safety and that of your colleagues.

## 14 DISCIPLINE

14.1 The Company requires a good standard of discipline from all employees together with satisfactory standards of work.

14.2 The Company reserves the right to suspend you in accordance with any Company Disciplinary Procedure if the circumstances so warrant and for so long as may be necessary to complete the Company's disciplinary procedure, where invoked.

14.3 The Company may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company.

## 15 SEARCH

15.1 The Company reserves the right to search your person, vehicle and property while on or while departing from any Company premises.

## 16 SMOKING, ALCOHOL AND DRUGS

16.1 In line with statutory provisions on the issue of smoking in the workplace, the Company operates a strict smoke free workplace policy. Any employee who breaches this policy will be subject to disciplinary action up to and including dismissal in line with the disciplinary procedure.

16.2 You are not permitted to bring alcohol or illegal drugs onto the premises, or to be under the influence of alcohol or an illegal drug during working hours.

## 17 CONFIDENTIAL INFORMATION

17.1 Any reference to “the Group” should be taken to include the Company; its subsidiaries and parent companies or any associated company, construed in accordance with section 155 of the Companies Acts 1963.

17.2 “Confidential Information” means any and all advice, information, documents, reports and/or knowledge of the Company or the Group regardless of the manner in which it is recorded or transmitted, (including all information relating to or comprised in, existing or potential customer and supplier information, product and service development plans, research, forecasts, strategies, names and expertise of employees and consultants, know-how, ideas, inventions (whether patentable or not), processes, operations, systems, algorithms, schematics, technical drawings, and computer programmes), past, present or projected research, development or design of any products or proposed products of the Group and the formulae, discoveries or trade secrets of the Group including technical data or know-how, which relates to or is connected with the organisation, finances, business, transactions or affairs of any member of the Group or of any other person from whom any member of the Group has received information under obligations of confidentiality other than any such information which:

17.2.1 when received by you, was generally available to the public; or

17.2.2 after receipt by you, has become generally available to the public through no act or omission of your own.

17.3 You agree that you will keep all Confidential Information completely secret and will not at any time (otherwise than in the proper performance of your duties) whether before, during or after the termination of your employment divulge or make known to anyone or use for the benefit of any person. You will not use or attempt to use any Confidential Information in any manner which may injure or cause loss either directly or indirectly to any member of the Group or their existing or potential customers or its or their business or businesses, or is likely to do so.

17.4 You are responsible for ensuring the security of Confidential Information in your home. In particular, you undertake to:

17.4.1 encrypt and/or protect by password any Confidential Information held on your home computer;

17.4.2 lock your computer terminal whenever it is left unattended;

17.4.3 ensure any wireless network used is secure;

17.4.4 keep all papers containing Confidential Information;

17.4.5 comply with the Company’s data protection from time to time in force regarding the retention of personal data.



## 18 COMPANY PROPERTY, RECORDS AND RIGHT TO ENTER

18.1 You shall not during your employment make or compile, otherwise than for the benefit of a member of the Group, any notes, memoranda, drawings or other images (however recorded) relating to the Confidential Information or the business or affairs of any member of the Group nor will you, either during the terms of your employment with the Company or afterwards, use or permit to be used any such notes or memoranda otherwise than for the benefit of the Company.

18.2 Upon termination of your employment howsoever caused, you shall immediately deliver up to the Company all keys, mobile phones, disks, correspondence, records, documents, memoranda, accounts, letters, notes and papers and any copies thereof, within your possession or control relating to the affairs or business of the Company or the Group and any other property belonging to the Company or the Group.

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

18.4 We shall provide you for your sole business use the all necessary equipment (Company Property) for the purpose of carrying out your duties under this agreement:

18.5 For the avoidance of doubt, the Company Property shall remain the property of the Company and you shall not permit use of it by any person other than yourself and authorised representatives of the Company.

18.6 We shall install, service and maintain the Company Property, as necessary, at our own expense. You shall be responsible for any damage to the Company Property which goes beyond ordinary wear and tear. You are required to report to the Company any such damage or malfunction of the Company Property as soon as you become aware of it.

18.7 You shall not do, cause or permit any act or omission which will invalidate the insurance policy covering the Company Property.

18.8 You consent to the Company's representative, at reasonable times and on reasonable notice, entering your home address to:-

18.8.1 Install, inspect, replace, repair, maintain or service the Company Property during your employment;

18.8.2 Carry out health and safety risk assessments of the Company Property and your workstation during your employment; and

18.8.3 Recover the Company Property on or after termination of your employment.

## 19 INTELLECTUAL PROPERTY

19.1 In this clause, "Intellectual Property" includes any patent, trade or other mark, registered design, topography right, copyright, database right, performer's property right, moral right and any other right in the nature of any of the foregoing (or application, or right to apply for, any of the foregoing), and any trade or business name, invention, discovery, improvement, design, technique, confidential process or information or know how, in each case subsisting anywhere in the world and whether registered, unregistered or unregistrable, and any



licence or right of user of any of the foregoing, and the full right to all legal protection relating to the same.

19.2 All Intellectual Property made or discovered by you, or coming into existence through you acts (whether or not in conjunction with any other person or persons) while in the service of the Company in connection with, or in any way affecting or relating to, the business or affairs of any one or more Group members, or capable of being used or adapted for use therein or in connection therewith ("**Relevant Intellectual Property**"), shall belong to and be the absolute property of the Company and/or such other person or persons as the Company may nominate. You hereby assign and agrees to assign all of his/her right title and interest in and to all Relevant Intellectual Property to the Company and/or such other person or persons as the Company may nominate to hold to it or them absolutely.

19.3 Forthwith upon its coming into existence, you shall disclose the existence and nature of all Relevant Intellectual Property to the Company. You shall, from time to time, provide to the Company all such information as the Company may require regarding any such Relevant Intellectual Property.

19.4 You shall keep full accurate signed and dated records of all Relevant Intellectual Property together with all relevant material and evidence relating thereto, such as notes sketches drawings designs models specifications measurements and data, and you will forthwith disclose, and deliver up, the same to the Company.

19.5 You shall not, without the consent in writing of the Company at any time (whether before or after the termination of this Agreement) apply for letters patent, design registration or similar protection in any part of the world for any Relevant Intellectual Property.

19.6 You shall, whenever required so to do by the Company, and without charge, but at the cost of the Company, apply as nominee of the Company for, or join with the Company in applying for, letters patent, design registration or similar protection in any part of the world for any Relevant Intellectual Property as the Company may in its absolute discretion decide, and shall, without charge but at the cost of the Company, so all acts and things (including the execution of all documents and instruments) as may, in the absolute discretion of the Company, be necessary or desirable to vest the said letters patent, design registration or similar protection when granted and all the right title and interest to and in the same in the Company or such other person or persons as it may nominate, absolutely as sole beneficial owner.

19.7 To the extent that you cannot assign any Relevant Intellectual Property, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be waived and under no circumstances shall any such right be exercised against the Company or any member of the Group or any nominee of any of them.

19.8 You shall do all acts and things (including the execution of all documents and instruments) as the Company may, in its absolute discretion, consider necessary or desirable for the purpose of giving full force and effect to this Clause 19.

19.9 As security for the performance by you of your obligations under this Clause 19, you agree to irrevocably appoint the Company as your attorney in your name and on your behalf to execute and do any such instruments or things and generally to use your name for the purpose doing all such acts and things as may be required of him from time to time, without

charge, but at the cost of the company, under this Clause 19 and strictly limited to this clause 19.

## 20 COPYRIGHT

20.1 You will promptly disclose to the Company all records, copyright works originated, conceived, written or made by you alone or with others (except only those works originated, conceived, written or made by you wholly outside your normal working hours and wholly unconnected with your employment) and shall, until such rights shall be fully and absolutely vested in the Company, hold them in trust for the Company.

20.2 You hereby assign to the Company by way of future assignment all copyright and other proprietary rights (if any) for the full terms thereof throughout the world in respect of all copyright works originated, conceived, written or made by you, except only those works originated, conceived, written or made by you wholly outside your normal working hours and wholly unconnected with your employment.

## 21 OTHER INTERESTS

21.1 You are required to devote the whole of your time and attention exclusively to the Company's business and shall use your best endeavours to promote the interests, business and welfare of the Group. You must avoid outside business relationships or business dealings with any of the Company's customers, suppliers, competitors or other business contacts.

21.2 You will not, during the continuance of your employment, be permitted to carry on or hold a directorship or be engaged, concerned or interested in any trade, business or occupation, other than that of the Group, in any capacity without the advance written permission of the Board. Such permission will not be unreasonably withheld provided that the work or interest in the other party will not or does not in the opinion of the Company adversely affect your work for the Company, your health and safety or interfere with the performance of/way in which you undertake your duties. If the Company at any time believes that your work is being adversely affected by the activity carried on in connection with an outside interest, permission may be withdrawn.

21.3 Failure by you to comply with this clause may result in disciplinary action, up to and including dismissal.

## 22 PROTECTION OF GOODWILL

22.1 For the purpose of protecting the interest of the Company and the other Group members, in and to the goodwill associated with their respective activities from time to time, you undertake and agree with the Company (for its own benefit and as trustee for the benefit of each of the other members of the Group for the time being and from time to time) that you shall not in any capacity whatsoever at any time during the continuance of this Agreement, and for the period of **6 months** following the termination of this Agreement, howsoever caused, (the "Relevant Date"):

- (a) carry on, or be engaged, concerned or interested in carrying on within Ireland and the United Kingdom (the "Relevant Area"), whether or not from a place of business within the Relevant Area, any business which is the same as or competitive with any business carried on by the Company at the Relevant Date (the "Relevant Business");
- (b) solicit or endeavour to entice away from or discourage from dealing with the Company any person who was at any time during the period of 12 months preceding the Relevant Date a manufacturer for or supplier, customer, client, distributor, agent or

independent contractor of or to the Company or who had agreed to become such, whether or not such person would commit a breach of contract by reason of leaving service or transferring business;

(c) supply or provide any products or services to any person who was at any time during the period of one year preceding the Relevant Date a customer or client of the Company to whom the Company had during that period supplied or provided products or services of the same or a similar nature in the ordinary course of its business or who was at the Relevant Date in the process of negotiating for the supply of any products or services of the same or a similar nature from the Company;

(d) solicit or endeavour to entice away from or discourage from being employed by the Company any person who was at the Relevant Date an officer or employee of the Company, whether or not such person would commit a breach of contract by reason of leaving service; or

(e) employ or engage (whether as an employee, partner, consultant or otherwise) or attempt to employ or engage or negotiate or arrange the employment or engagement by any person of, or be or become a member, employee, officer or partner of or consultant or independent contractor to any person who employs or engages or attempts to employ or engage, any individual who is, or was at any time during the period of three months immediately prior to the Relevant Date, an employee of the Company whose rate of gross contractual salary exceeds or, at the date (s) he left service exceeded €30,000 per annum and where such employment or engagement would require such individual to exercise skills and knowledge of the same or a similar nature to those acquired or used by him while employed by the Company and whether or not such individual would commit any breach of contract by reason of leaving service.

(f) represent yourself as connected with the Company in any capacity, other than as a former employee, or use any registered names or trading names associated with the Company.

## 23 GENERAL

**23.1 Application to Group:** The term 'Company', where used in this Clause 23 includes (where the context admits) each of the other companies in the Group to the intent and effect that each of the paragraphs thereof shall apply (as a separate covenant in each case) in relation to each such company as they apply in relation to the Company.

**23.2 Effect of Garden Leave:** Notwithstanding the provisions of Clause 23.1, the period for which the restrictions contained in that Clause shall remain in effect following the termination of this Agreement shall be reduced by the period, if any, for which a Garden Leave Notice continues in effect.

**23.3 Independent Restrictions:** Each of the obligations contained in this Agreement shall be construed and take effect independently of the others and shall be severally enforceable as such.

**23.4 Restrictions Reasonable:** The parties consider the restrictions comprised in Clauses 17, 18, 19, 20 and 22 to be reasonable.

**23.5 Modified Restrictions:** The parties agree that if any one or more of the restrictions in Clause 17, 18, 19, 20 and 22 shall be judged to be void and unenforceable as going beyond what is reasonable in all circumstances for the protection of the interests of the Company, but would be valid if part of the wording of such restriction were deleted or the period thereof reduced or the range of activities or area covered thereby reduced in scope, then such restrictions shall be modified in such manner as may be necessary to make it or them valid, effective and enforceable and any such modification shall not thereby affect the validity of

any other restriction contained in this Agreement. For these purposes, you agree to accept and observe such substituted restriction(s) (in place of all or any of those comprised in Clauses 17, 18, 19, 20 and 22) as the Company may from time to time specify, provided that such substituted restriction(s) are in all respects less restrictive in extent than those provided for in Clauses 17, 18, 19, 20 and 22 which they replace. References in this Agreement to the restrictions imposed by Clauses 17, 18, 19, 20 and 22 shall be construed as a reference to those restrictions as modified from time to time under this Clause 23.5.

**23.6 Survival of Restrictions:** The provisions of Clauses 17, 18, 19, 20 and 22 shall remain in force and be fully applicable in all circumstances in accordance with their terms and in particular shall not be discharged or affected by any breach or repudiation of this Agreement in each case whatever its nature or howsoever caused or arising or by any other matter, circumstance or thing whatsoever.

**23.7 Remedies:** If any breach or violation of any of the provisions of Clause 17, 18, 19, 20 and 22 occurs, the parties agree that damages can in no way compensate therefor and that injunctive relief is reasonable and essential to safeguard the legitimate interests of the parties. Accordingly, the parties hereby agree and declare that, (in addition to any other remedies afforded by a court of equity) injunctive relief may be obtained.

## 24 DATA PROTECTION

24.1 You agree that personal data (including sensitive personal data) relating to your employment may:

24.1.1 be collected and held (in hard copy and computer readable form) and processed by the Company; and

24.1.2 be disclosed or transferred to other employees of the Company and its employees; any other persons as may be reasonably necessary; and as otherwise required or permitted by law to the extent that it is reasonably necessary in connection with your employment or the business of the Company in any jurisdiction.

24.2 The Company agrees to maintain and process the data in a confidential and secure manner.

You consent to the transfer and disclosure of personal data as set out above which shall apply regardless of the country to which the data is to be transferred whether within or outside the European Economic Area.

24.3 You consent to the monitoring by the Company of internet usage and email communications received, created, stored, sent or forwarded by you on equipment provided by the Company for the performance of your duties.

## 25 TERMINATION OF EMPLOYMENT

25.1 In the event of termination of your employment, one month's notice in writing applies, or such longer period as may apply, in accordance with the statutory minimum. An exception to the above will apply in cases of gross misconduct where you may be dismissed without notice. Nothing in this agreement shall prevent the giving of a lesser period of notice by either party where it is mutually agreed.

25.2 Where the agreement is terminated by either party, the Company shall be entitled to pay you in lieu of notice and shall be entitled to direct that you need not work out the period of notice. For the avoidance of doubt, the payment in lieu of notice shall not include any element in relation to:-

25.2.1 any bonus or commission payments that might otherwise have been due during the period of which the payment in lieu is made;

25.2.2 any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made;

25.2.3 any payment in respect of holiday entitlement that would have accrued during the period for which the payment in lieu is made.

25.3 Upon the termination of this Agreement for whatsoever reason, you shall immediately resign without claim for compensation from any directorships that you may hold within the Group upon termination. In the event of your failure to do so, the Company is hereby irrevocably authorised to appoint some person in your name and on your behalf to execute any documents and do all things requisite to give effect thereto.

25.4 Notwithstanding anything in this Agreement the Company shall be entitled to terminate this Agreement with immediate effect without notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) if you;-

(a) commit any act of gross misconduct or repeat or continue (after written warning) any other breach of your obligations under this Agreement or,

(b) are guilty of any conduct which, in the opinion of the Company or any person directed to deal with disciplinary matters pursuant to the Company's disciplinary procedure, brings you, or the Company into disrepute or,

(c) are convicted of any criminal offence, (excluding an offence under the road traffic legislation) or where you commit any act of dishonesty, or,

(d) become bankrupt or make any arrangement or composition with your creditors generally or,

(e) furnish any false inaccurate or misleading information to the Company its servants or agents, including any information provided in any self-certificate form.

(f) if you commit any act of misconduct or any act of incapability having previously been warned in writing that any repeat of such misconduct or incapability will lead to the termination of your employment.

(g) commit any act or omission which gave rise to a breach of client confidentiality or breach of confidentiality of any information concerning the Company

(h) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company

(i) is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his duties

(j) becomes of unsound mind, or a patient under any statute relating to mental health

(k) ceases to be eligible to work in the Republic of Ireland

(l) 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 you or the Company into disrepute or is materially adverse to the interests of the Company

(m) is in breach of the Company's anti-corruption and bribery policy and related procedures

(n) is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems.

25.5 The rights of the Company under clause 25.4 are without prejudice to any other rights that it might have at law to terminate the agreement or to accept breach of this agreement by

you as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

## **26 NO OBLIGATION TO PROVIDE WORK**

26.1 Once notice of termination has been given either by you or the Company, the Company reserves the right to require you not to attend at work and/or carry out any duties for any part or the whole of your notice period by serving you with notice in writing to this effect ("Garden Leave Notice"). You may otherwise be directed, at the Company's discretion, to perform only specific duties, tasks or projects as the Company chooses to assign to you, for such periods and at such place or places (including your home) as the Company considers necessary.

26.2 During such a period you shall not, without the consent of the Company, contact or have any dealings with any customers, clients, suppliers or employees of the Company. During such period you shall further not be entitled to attend at or have access to the offices or documents of the Company. For the avoidance of doubt, the Company is not obliged to provide you with work during your notice period or any part of your notice.

26.3 You will continue to be paid your basic salary and benefits during this period and you will remain bound by the terms of this Agreement.

## **27 INTERVIEW / APPLICATION FORM**

27.1 You hereby warrant and represent to the Company the truth and accuracy of the matters contained in your Application Form and Curriculum Vitae and any representations made during any earlier interview carried out by the Company with you and hereby acknowledge that any untruth or inaccuracy contained therein shall entitle the Company to terminate this Agreement.

## **28 CHANGES**

28.1 The Company reserves the right to make reasonable changes to any of your terms and conditions of employment.

28.2 Any changes in the above mentioned terms and conditions of employment will be notified to you in writing one month in advance of the changes taking effect.



## 29 GOVERNING LAW

29.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland and the courts of the Republic of Ireland shall have exclusive jurisdiction to deal with all disputes arising from or touching upon this Agreement.

## 30 OTHER AGREEMENTS

30.1 This Agreement contains the whole agreement between the parties and is in substitution to and supersedes all previous agreements (if any) between such parties in respect of such matters and each of the parties to this Agreement acknowledges that in agreeing to enter into this Agreement it has not relied on any representations or warranties except for those contained in this Agreement.

I confirm that I have fully read, understood and accept the terms and conditions contained in this Agreement and that I have been recommended to take independent legal advice. I acknowledge that I have been.

I authorise the Company to make the deductions from my wages pursuant to Clause 8 of this Agreement.

I accept employment with BigDogg Technologies Limited subject to the above terms and conditions.

..... Employee's signature

..... Print Name

..... Date

..... Company's signature  
On behalf of BigDogg Technologies Limited

.....Date