

**STATEMENT OF THE MAIN TERMS AND CONDITIONS OF EMPLOYMENT
PURSUANT TO SECTION 1 OF THE EMPLOYMENT RIGHTS ACT 1996
(as amended)**

NAME OF EMPLOYER : SUMO DIGITAL LTD
(the "Company")

ADDRESS OF EMPLOYER : Unit 32, Jessops Riverside,
800 Brightside Lane
Sheffield
S9 2RX

NAME OF EMPLOYEE : Ashish Kumar Tosh

ADDRESS OF EMPLOYEE : Flat 1, 9 Campion Terrace, Leamington Spa, CV32 4SU

1. COMMENCEMENT OF EMPLOYMENT

- 1.1 Your period of continuous employment with the Company began on 1st July 2020 which includes your employment with Sumo Video Games Pvt Ltd. Your employment with Sumo Digital Ltd (the "Company") will begin on 1st December 2020.

2. CONDITIONS OF EMPLOYMENT

- 2.1 Your employment shall be conditional on you showing to the Company your passport, a copy of which the Company will retain for its records. If you do not hold a British passport, a passport from a country within the European Economic Area ("EEA") or a passport from a non EEA country which gives you the right to work in the UK, you must provide one or more additional documents, evidencing your right to work in the UK.
- 2.2 Your employment with the Company is conditional on you continuing to have the right to work in the UK and the Company securing and maintaining any licence and/or fulfilling any other requirements necessary to legally employ you in the UK.
- 2.3 Your role may involve travel outside of the UK and your employment is conditional on your continuing ability to obtain necessary visas and/or immigration clearance to visit foreign countries in the course of your duties. You therefore have a continuing duty to advise the Company of any criminal convictions you may be subject to during the course of your employment as these may affect your ability to obtain such visas or clearance. Where you are convicted of a criminal offence which is relevant to your role and/or prevents you from obtaining necessary visas and/or immigration clearance the Company reserves the right to terminate your employment on the basis of gross misconduct and/or capability.

3. RESPONSIBILITIES

Your job title will be Senior Programmer and you will be directly responsible to the Technical Director for the functions and duties of your title. The title does not limit or define the work which you are employed to do and you may be required to do any other work which the Company may from time to time require. You must use your best endeavours to promote the business of the Company during the course of your employment.

4. PAY AND BENEFITS

- 4.1 You will be paid at a rate of £43,000.00 per annum, less deductions for tax and national insurance contributions, payable monthly in arrears on the last banking day of each month. Your salary will be paid directly into a bank account nominated by you in writing. Payments in respect of less than a month will be calculated on a pro rated basis.
- 4.2 The Company has the right to deduct from your salary any sums which you may owe to the Company including, without limitation, any overpayments or loans made to you by the Company or losses suffered by the Company as a result of your negligence or breach of the Company's rules.
- 4.3 Further details of benefits which you may be entitled to are set out in the Employee Handbook. Your entitlement to any such benefits, is subject to:
- 4.3.1 qualifying continuous service for a 3 month period;
 - 4.3.2 the rules of the scheme from time to time (and any replacement schemes provided); and
 - 4.3.3 You (and where appropriate your spouse/Domestic Partner) being eligible to participate in or benefit from such schemes pursuant to their rules.
- 4.4 If the scheme provider refuses for any reason to provide any benefits to you, the Company is not liable to provide a replacement benefit or compensation in lieu of such benefit. The Company at its absolute discretion reserves the right to discontinue, vary or amend any scheme provided for the benefit of employees at any time and will not be liable to provide any replacement benefit or compensation in lieu of such benefit.

5. HOURS OF WORK

- 5.1 Your normal hours of work are a minimum of 37.5 hours per week, five days per week, Monday to Friday inclusive. The Company operates a flexi-time scheme, full details of which can be found in the Employee Handbook. If you are eligible to participate in this scheme you must work a minimum of 37.5 hours per week and be at work during the Company's 25 core working hours which are between the times of 10 am to 4 pm Monday to Friday, with a one-hour lunch break. The additional hours may be worked flexibly between the hours of 8 am and 10 am and 4 pm and 7 pm. A one-hour lunch break is not included in the calculation of your weekly hours. Hours worked in excess of 37.5 hours per week may not be carried over from one week to the next. The flexi-time scheme does not form part of your Contract of Employment and may be varied or withdrawn at any time by the Company in its absolute discretion according to business need.
- 5.2 You may be required to work such hours outside of normal working hours as are necessary to discharge your duties to the Company under the terms of your employment for which no additional salary will be paid.
- 5.3 You acknowledge that you may be required to work in excess of an average of 48 hours a week averaged over a period of 17 weeks. By signing this agreement you agree that the statutory limit on working time of an average of 48 hours per week as set out in the Working Time Regulations 1998 will not apply. You may withdraw such consent by giving at least 3 months prior notice in writing, to the Company.

6. **HOLIDAYS AND HOLIDAY PAY**

- 6.1 You are entitled to 24 days' paid holiday per annum in addition to the usual statutory holidays. Upon completion of 5 years' service you will receive an additional day's holiday in that year and thereafter your entitlement will increase to 25 days paid holiday per annum. The office will be closed between Christmas and New Year and you must retain sufficient of your annual holiday entitlement to cover this period. You can take a maximum number of 10 working days' holiday at any one time with prior authorisation. The Company's holiday year runs from 1 January to 31 December each year. All holiday must be agreed in advance by your manager.
- 6.2 Upon termination of your employment you will be entitled to pay in lieu of any unused holiday entitlement or will be required to reimburse the Company in respect of any excess holidays taken. The Company reserves the right to deduct such payment from any final salary owed to you. Any sums due will be calculated in accordance with the formula below:

$$\frac{\text{Annual Salary} \times \text{Accrued Holiday}}{260}$$

- 6.3 The Company reserves the right to require you to take any unused holiday entitlement during your notice period.
- 6.4 You are permitted to carry one week holiday entitlement over, with manager approval, from one holiday year to the next.

7. **SICKNESS AND SICK PAY**

- 7.1 Once you have completed twelve months' continuous employment with the Company you may, at the Company's absolute discretion receive full pay (inclusive of any statutory sick pay) for any absence through sickness or accident subject to a maximum of one month in any twelve month period and thereafter at the Company's discretion, provided that you comply with the notification and certification procedure set out below.
- 7.2 The Company will pay statutory sick pay in accordance with the statutory sick pay scheme, providing that you follow the necessary notification and certification procedure.
- 7.3 If you are absent from work for any reason, you must notify your manager by telephone as soon as possible on the first day of absence and before 10.00 am explaining the reason for your absence and each day thereafter (applicable for the first 7 consecutive calendar days of absence).
- 7.4 Upon returning to work you are required to complete a self-certification form. If you are absent through injury or illness for more than 7 consecutive calendar days, you must provide the Company with a doctor's medical certificate. During a period of continued absence a further doctor's medical certificate is required by the HR team upon the expiry of an existing certificate.
- 7.5 The Company reserves the right to require you to be examined at any time by an independent doctor at its expense.

8. **PLACE OF WORK**

You will be based at the Company's premises at Bishops House, Artemis Drive, Tachbrook Park, Leamington Spa, CV34 6UD. However, the Company reserves the right to require

you to work on either a temporary or permanent basis at any other location as it may reasonably require from time to time. This may include working outside the UK. You will be notified in advance of the duration expected and the address of any other location at which you will be required to work.

9. TRAINING

- 9.1 During your employment you may be provided with training specific to the needs of your role and subject to prior approval from your Manager, you will be able to participate in personal learning and development activities throughout the year.
- 9.2 You will be required to complete mandatory compliance training upon joining the company and at periodic intervals thereafter. This will include, but is not limited to, Anti Bribery & Corruption, Communication, IT Security & H&S training.
- 9.3 Unless otherwise agreed in advance by way of a separate written Training Agreement, training will be provided at the Company's expense.

10. PENSION AND RETIREMENT

- 10.1 The Company will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008 as part of which it will provide access to a Group Personal Pension Scheme, administered by Scottish Widows.
- 10.2 No pensions contracting-out certificate is in force for this employment.
- 10.3 The Company does not have a normal retirement age for employees.

11. GIFTS

You will not be entitled to receive any commission, presents or other benefits from any person, firm or Company with whom the Company has dealings, without the prior approval of your head of department or a director.

12. NOTICE OF TERMINATION OF EMPLOYMENT

12.1 By the Employee

You must give one calendar month's notice in writing to terminate your employment with the Company.

12.2 By the Company

If the Company wishes to terminate your employment you will be entitled to one calendar month's notice. This will increase to 5 weeks at 5 years' employment and will increase by one further week for each additional year of employment, up to a maximum of 12 weeks' notice.

- 11.3 The Company reserves the right to make a payment of basic salary in lieu of notice. Where a payment in lieu of notice is made, no holiday entitlement arises in respect of the period in lieu of which payment is made. Nothing shall prevent the Company from terminating your employment without notice or salary in lieu of notice in appropriate circumstances.

- 12.4 Following service of notice to terminate your employment by either party, or if you purport to terminate your employment in breach of contract, or at any time during your employment, the Company may require you not to perform any services (or to perform only specified services) for the Company until the termination of your employment. During any such period the Company shall be under no obligation to provide any work to, or vest any powers in you and you shall have no right to perform any services for the Company.
- 12.5 During any period during which the Company exercises its rights under clause 12.4 you shall:
- 12.5.1 continue to receive your salary and remain an employee of the Company and be bound by the terms of this agreement;
 - 12.5.2 not, without the prior written consent of a Director, attend your place of work or any other premises of the Company;
 - 12.5.3 not, without the prior written consent of a Director, contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company; and
 - 12.5.4 (except during any periods taken as holiday in the usual way) ensure that a Director knows where you will be and how you can be contacted during each working day.
- 12.6 Upon the termination of your employment, you will deliver to the Company before the end of your employment, or if that employment ends without notice, immediately after its end, all documents, records and property belonging to the Company which are in your possession, including all documents and records made by you in the course of your employment relating to the affairs of the Company, including computer lists, disks or programs, diaries, client record cards, telephone lists, pricing lists and technical data.
- 12.7 You will not at any time make any copy, abstract, summary or précis of the whole or any part of any documents, computer program or record belonging to the Company, except when required to do so in the course of your employment, in which event the disk, program, copy, abstract, summary or precis shall belong to the Company and shall likewise be delivered up immediately upon termination of your employment.

13. **CONFIDENTIAL INFORMATION**

- 13.1 Without prejudice to your duties implied by law into your contract of employment, you agree that both during the continuance of your employment with the Company and after its termination (howsoever arising), you will not (except in the proper course of carrying out your duties or as required by law or any government authority or with the prior written consent of the Company) use, copy, divulge or communicate or cause to be used by or copied, divulged or communicated to any person, company, employer or organisation any trade secrets or Confidential Information of or relating to the Company or its customers, clients, suppliers or any other person with whom it does business ("Third Party").
- 13.2 For the purpose of this clause 13, "Confidential Information" is information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) that you create, develop,

receive or obtain in connection with your employment whether or not such information (if in anything other than oral form) is marked confidential and includes (but is not limited to):

- 13.2.1 any information on technical processes or finances, price lists or list of customers, suppliers, agents or distributions, sales information;
 - 13.2.2 artwork, storyboards, ideas, or concepts developed by the Company or its customers and clients;
 - 13.2.3 any Confidential Information relating to property of the Company or any Third Party or connected with its business(es) or services;
 - 13.2.4 the Company's or any Third Party's business plans, business strategy, disputes, commission or bonus arrangements;
 - 13.2.5 Confidential Information regarding the Company's or any Third Party's research and development marketing strategies;
 - 13.2.6 the Company's or any Third Party opportunities for carrying out business with actual or prospective customers;
 - 13.2.7 any information which is confidential or is commercially sensitive (whether or not marked "confidential") and which may not be readily available to others engaged in a similar business to that of the Company or any Third Party or to the general public either at all or without significant expenditure of labour, skill or money and which if disclosed will be liable to cause significant harm to the Company or any Third Party;
 - 13.2.8 any confidential information relating to the Company's employees, workers, consultants, contractors and other personnel or those of any Third Party; and
 - 13.2.9 the names, contact details and requirements of any actual or potential customer for the Company's products or services.
- 13.3 This restriction shall continue to apply after the termination of your employment without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain, otherwise than through your unauthorised disclosure.
- 13.4 All notes, minutes, memoranda, correspondence, accounts, reports, lists or other documents or items concerning any of the matters referred to in this clause or any summaries, copies or reproductions thereof (whether or not made by you and whether stored in human readable or machine readable form) shall remain the property of the Company.
- 13.5 On termination of your employment or if notice is served by the Company you will:
- 13.5.1 deliver all the above to the Company together with all and any other property of the Company in your possession, custody, power or control;
 - 13.5.2 irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the Company's premises; and

13.5.3 provide a signed statement that you have complied fully with your obligations under this clause.

14. GRIEVANCE PROCEDURE

If at any time you have a grievance relating to your employment, you should raise the matter (orally) in the first instance with your head of department as soon as possible who will take the appropriate action. The grievance procedure is set out in the Employee Handbook, does not form part of your terms and conditions of employment with the Company and can be amended by the Company in its discretion from time to time.

15. DISCIPLINARY PROCEDURE

The Company's disciplinary rules are set in the Employee Handbook, but do not form part of your terms and conditions of employment with the Company and can be amended by the Company in its discretion from time to time.

16. OUTSIDE INTERESTS

16.1 You shall be required to devote the whole of your time and attention during working hours or during time spent on Company premises to discharge your duties. You must not, during the continuance of your employment without the written consent of the Company undertake, be engaged or interested, either directly or indirectly, in any capacity, in any trade business or occupation whatsoever other than the business of the Company.

16.2 You shall not, during the continuance of your employment, directly or indirectly, on your own behalf, or on behalf of any person firm or Company employ, or offer to employ, or attempt to employ, or entice away, or enter into partnership with, or attempt to enter into partnership with, any employee of the Company.

17. RESTRICTIVE COVENANTS

17.1 For the purposes of this clause 17 the following words shall have the following meanings:-

"Effective Date" shall mean the Termination Date, provided always that if you have spent any period on garden leave it shall mean the last date on which you carried out your normal duties;

"Key Person" shall mean any person who on the Effective Date is an employee, officer, consultant of the Company in the function of Designer, Artist, Programmer, Producer, Development Director or Director, who could materially damage the interests of the Company if they were involved in any capacity in any business concern engaged in the sale or supply of any Relevant Products or Services, with whom you worked or had material dealings or for whose work you were responsible or who you managed in the course of your employment at any time during the Relevant Period;

"Relevant Customer" shall mean any person, firm, company or organisation who or which at any time during the Relevant Period is or was:

- negotiating with the Company for the sale or supply of Relevant Products or Services; or
- a client or customer of the Company for the sale or supply of Relevant Products or Services,

in each case in relation to which you or any employee who was under your direct or indirect supervision were materially concerned or connected.

“Relevant Period” shall mean the period of 12 months immediately before the Effective Date.

“Relevant Products or Services” shall mean products or services which are of the same kind as (or of a materially similar kind to) and competitive with any products or services developed, sold, supplied or marketed by the Company during the Relevant Period and with which development, sale, supply or marketing you were materially concerned or connected during the Relevant Period.

“Restricted Period” shall mean a period beginning on the Termination Date equal to six months, less any period you have spent on garden leave.

“Termination Date” shall mean the date of termination of your employment with the Company, howsoever arising.

17.2 You undertake that following the termination of your employment (howsoever arising), you will not directly or indirectly and whether alone or in conjunction with or on behalf of any other person and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise:

17.2.1 at any time during the Restricted Period so as to compete with the Company, canvass, solicit or approach or cause to be canvassed, solicited or approached any Relevant Customer for the sale or supply to it of Relevant Products or Services, or endeavour to do so; or

17.2.2 at any time during the Restricted Period so as to compete with the Company, deal or contract with any Relevant Customer in relation to the sale or supply of any Relevant Products or Services, or endeavour to do so; or

17.2.3 at any time during the Restricted Period solicit or induce or endeavour to solicit or induce any Key Person to leave the employ of the Company, whether or not such person would commit any breach of his or her contract of employment or engagement by leaving the service of the Company; or

17.2.4 at any time during the Restricted Period in connection with any business in or proposing to be in competition with the Company employ, engage or appoint or in any way cause to be employed, engaged or appointed a Key Person.

17.3 Should any provision of this section of the agreement or any part of any provision be rendered void or unenforceable, then that provision or that part of that provision should be deleted (or, in the case of the period of application be modified if necessary to make it valid) and, as far as the context allows, all other provisions of this agreement shall be unaffected.

17.4 The restrictions contained in this clause are considered by the parties to be reasonable in all the circumstances.

18. **DESIGNS AND INVENTIONS**

18.1 For the purposes of this clause the following definitions apply:

“Employment Inventions:” any invention which is made wholly or partially by you at any time in the course of your employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form);

“Employment IPRs:” Intellectual Property Rights created by you in the course of your employment with the Company (whether or not during working hours or using Company premises or resources);

“Intellectual Property Rights:” patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 18.2 You acknowledge that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, you hold them on trust for the Company.
- 18.3 To the extent that legal title in any Employment IPRs or Employment Inventions does not vest in the Company by virtue of this clause 18, you agree, immediately upon creation of such rights and inventions, to offer to the Company in writing a right of first refusal to acquire them on arm’s length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company shall refer the dispute to an arbitrator who shall be appointed by the World Intellectual Property Organisation Arbitration and Media Centre. The arbitrator’s decision shall be final and binding on the parties, and the costs of arbitration shall be borne equally by the parties. You agree that the provisions of this clause 18 shall apply to all Employment IPRs and Employment Inventions offered to the Company under this clause 18 until such time as the Company has agreed in writing that you may offer them for sale to a third party.
- 18.4 You shall at all times whether during the course of or after the termination of your employment:-
- 18.4.1 give the Company full written details of all Employment Inventions promptly on their creation;
 - 18.4.2 at the Company’s request and in any event on the termination of your employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;
 - 18.4.3 not without the prior written consent of the Company attempt to register any Employment IPR nor patent any Employment Invention either in the United Kingdom or in any other part of the world unless requested to do so by the Company
 - 18.4.4 if and whenever required by the Company to do so (and in such manner as the Company shall in its sole discretion decide) cooperate in the application by the

Company for patent or design registration in the United Kingdom and as the Company may require any other part of the world for any such Employment IPR or Employment Invention and shall sign all such documents and do all such things as may be necessary effectively confirming the vesting of all the applications at any time and from time to time pending and all resulting patents and design registration when granted and all right title and interest to and in the same in the Company absolutely as sole beneficial owner or as the Company may require;

18.4.5 upon demand by the Company sign all such documents execute all such deeds and do all such things as may be necessary for the purpose of obtaining such patent or design registration in any country in the world and for effectively vesting all and any such patents and design registrations in the Company as sole beneficial owner or as the Company may require;

18.4.6 undertake to use your best endeavours to execute all documents and do all acts as may, in the opinion of the Company, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Company agrees to reimburse your reasonable expenses of complying with this clause.

18.4.7 give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

18.5 It shall be presumed (but subject to proof to the contrary) that the subject matter of any application for a patent or design registration filed by you or any assignee or agent of yours within 12 months after the termination of your employment and relating to goods or services of a kind with which you were concerned in the course of your duties at any time during the currency of your employment is Employment IPR or an Employment Invention.

19. **EQUAL OPPORTUNITIES**

The Company is committed to a policy of equal opportunity in all aspects of recruitment and employment regardless of age, sex, marital status, pregnancy, race, colour, religion, ethnic origin religious or other philosophical belief, sexual orientation or disability (whether registered as disabled or not). For further information, see the Company's equal opportunities policy set out in the Employee Handbook, the provisions of which you are required to comply with.

20. **COLLECTIVE AGREEMENTS**

There are no collective agreements which affect your employment with the Company.

21. **CHANGES**

The Company reserves the right to make reasonable changes to any of the terms of your employment. You will be notified of any such changes by means of a personal written statement detailing the changes, no later than one month after the date of such change.

22. **DATA PROTECTION**

- 22.1 The company will collect and process information relating to you in accordance with the Employee Privacy Notice which can be found in the Employee Handbook.
- 22.2 You shall comply with the Privacy Notice when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of ours. You will also comply with all Company policies as contained in the Employee Handbook or as communicated to you separately.
- 22.3 Failure to comply with the Privacy Notice or any of the policies listed above in clause 22.2 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

23. **GOVERNING LAW AND JURISDICTION**

This agreement is governed by and construed and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.


DECLARATION

Issued on behalf of Sumo Digital Limited

Signed
Chris Southall
Studio Director

date 18th November 2020

I hereby accept and acknowledge receipt of the written particulars of employment, of which this document is an accurate copy as set out above and agree to accept and abide by them.

Signed 

date 22/12/2020