

**DATED:**

**25 November 2020**

**Genie Technology Limited (1)**

**and**

**Graham Mendick (2)**

**EMPLOYMENT CONTRACT**



**DMH Stallard**

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This agreement is dated 25 November 2020

## **BETWEEN**

- (1) Genie Technology Limited, a company incorporated and registered in England or Wales with company number 12628409, whose registered office is at 17 Carlton House Terrace, London, SW1Y 5AH, England (**the Company**); and
- (2) Graham Mendick of Flat 2, 163-165 Caversham Road, Reading, RG1 8BB (**the Employee**).

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1. The definitions and rules of interpretation in this clause 1 apply in this agreement.

**Appointment** the employment of the Employee by the Company on the terms of this agreement.

**Associated Employer** has the meaning given to it in the Employment Rights Act 1996.

**Board** the board of directors of the Company (including any committee of the board duly appointed by it).

**Business Day** A day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date** 26/11/2020.

**Confidential Information** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of any Group Company for the time being confidential to any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of any Group Company or any of their business contacts, including in particular (by way of illustration only and without limitation) experimental design(s) for any diagnostic

and screening service developed by or for any Group Company, and any information relating to the digital services offered by any Group Company.

**Employment Inventions** any Invention which is made wholly or partially by the Employee at any time during the course of his 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 the Employee in the course of his employment with the Company (whether or not during working hours or using our premises or resources).

**Garden Leave** any period during which the Company has exercised its rights under clause 19.

**Group Company** the Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.

**Incapacity** any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out his duties.

**Intellectual Property Rights** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.

**Invention** any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**SSP** statutory sick pay.

**Staff Handbook** the Company's staff handbook as amended from time to time.

**Subsidiary and Holding Company** in relation to a company mean subsidiary and holding company as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee.

- 1.2. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and words in the singular include the plural, and in the plural include the singular.
- 1.5. The schedules to this agreement form part of (and are incorporated into) this agreement.

## **2. TERM OF APPOINTMENT**

- 2.1. The Appointment shall be deemed to have commenced on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until it terminates, without the need for notice unless previously terminated by either party giving the other not less than one week's notice in writing. The Appointment may be extended beyond the Expiry Date by way of written agreement between the parties reached on or before that date.
- 2.2. No probationary period applies to the Employee's employment.

- 2.3. No employment with a previous employer counts towards the Employee's period of continuous employment with the Company.
- 2.4. The Employee consents to the transfer of his employment under this agreement to an Associated Employer at any time during the Appointment.

### **3. EMPLOYEE WARRANTIES**

- 3.1. The Employee represents and warrants to the Company that, by entering into this agreement or performing any of the obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if he is in breach of any such obligations.
- 3.2. The Employee warrants that he is entitled to work in the UK without any additional approvals and will notify the Company immediately if he ceases to be so entitled during the Appointment.

### **4. DUTIES**

- 4.1. The Employee shall serve the Company as Senior Developer
- 4.2. During the Appointment the Employee shall:
  - 4.2.1. unless prevented by Incapacity, devote the whole of his time, attention and abilities to the business of the Company and the business of any Group Company for whom he carries out duties;
  - 4.2.2. diligently exercise such powers and perform such duties as may from time to time be assigned to him by the Chief Technology Officer;
  - 4.2.3. comply with all reasonable and lawful directions given to him by the Chief Technology Officer;

- 4.2.4. promptly make such reports to the Chief Technology Officer in connection with the affairs of any Group Company on such matters and at such times as are reasonably required;
- 4.2.5. report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of any Group Company to the Board immediately on becoming aware of it;
- 4.2.6. use his best endeavours to promote, protect, develop and extend the business of any Group Company.
- 4.3. The Employee shall comply with the Company's anti-corruption and bribery policy and related procedures at all times.
- 4.4. The Company takes a zero-tolerance approach to tax evasion. The Employee must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country. The Employee must immediately report to the Board any request or demand from a third party to facilitate the evasion of tax or any concerns that such a request or demand may have been made.
- 4.5. The Employee shall comply with any rules, policies and procedures set out in the Company's Staff Handbook as may be issued and updated from time to time. The Staff Handbook does not form part of this agreement and the Company may amend it at any time. To the extent that there is any conflict between the terms of this agreement and the Staff Handbook, this agreement shall prevail.
- 4.6. All documents, manuals, hardware and software provided for the Employee's 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.

## **5. OUTSIDE INTERESTS**

- 5.1. Subject to clause 5.2, during the Appointment the Employee shall not, except as the Company's representative or with the Board's prior written approval, whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial



interest as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).

- 5.2. Notwithstanding clause 5.1, the Employee may hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by any Group Company.
- 5.3. The Employee agrees to disclose to the Board any matters relating to his spouse or civil partner (or anyone living as such), children or parents which may, in the Board's reasonable opinion, be considered to interfere, conflict or compete with the proper performance of his obligations under this agreement.

## **6. PLACE OF WORK**

- 6.1. The Employee's normal place of work is 17 Carlton House Terrace, London, SW1Y. Or such other place within a 30 mile radius of central London postcode SW1Y 5AH, as the Chief Technology Officer may require for the proper performance and exercise of his duties.
- 6.2. The Employee agrees to travel on any Group Company's business (both within the UK or abroad) as may be required for the proper performance of his duties under the Appointment.
- 6.3. During the Appointment the Employee shall not be required to work outside the UK for any continuous period of more than one month.

## **7. HOURS OF WORK**

The Employee shall work 40 hours a week. However, the Employee may be required to work such additional hours as are necessary for the proper performance of his duties. The Employee acknowledges that he shall not receive

further remuneration in respect of such additional hours. The Employee's working hours are expected to typically fall between 8am and 6pm on Mondays to Fridays, but the Employee may be required to work outside of those hours (including at weekends) as may be necessary for the proper performance of his duties.

## **8. SALARY**

- 8.1. The Employee shall be paid a salary of £65,000 per annum.
- 8.2. The Employee's salary shall accrue from day to day at a rate of 1/260 of the Employee's annual salary and be payable monthly in arrears directly into the Employee's bank or building society account.
- 8.3. Subject to the length of the Employee's employment exceeding one year, the Employee's salary shall be reviewed by the Board annually. The Company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.
- 8.4. The Company may deduct from the salary, or any other sums owed to the Employee, any money owed to any Group Company by the Employee.

## **9. BENEFITS**

- 9.1. The Employee is not entitled to any benefits during his employment.

## **10. EXPENSES**

- 10.1. The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.
- 10.2. The Employee shall abide by the Company's policies on expenses as set out in the Staff Handbook from time to time.

## **11. HOLIDAYS**

- 11.1. The Company's holiday year runs between January 1 and December 31. If the Appointment commences or terminates part way through a holiday year, the Employee's entitlement during that holiday year shall be calculated on a pro-rata basis rounded up to the nearest half day.
- 11.2. The Employee shall be entitled to 28 days' paid holiday in each holiday year. This includes the usual public holidays in England and Wales.
- 11.3. The Employee may, from time to time, be required to work on a public holiday in England and Wales. The Employee will be entitled to additional annual leave in lieu working time on such days, in such cases.
- 11.4. All holiday requests must be approved in writing in advance by the Chief Technology Officer. The Employee must give at least two week's notice of proposed holiday. No more than 10 days' holiday may be taken at any one time, unless prior consent is obtained from the Board. The Company may require the Employee to take (or not to take) holiday on particular dates, including during his notice period.
- 11.5. The Employee shall not carry forward any accrued but untaken holiday entitlement from one holiday year to a subsequent holiday year unless the Employee has been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.
- 11.6. The Company shall not pay the Employee in lieu of untaken holiday except on termination of the Appointment. On termination the Company shall pay him in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the

preceding holiday year. The amount of the payment in lieu will be calculated as 1/260th of the Employee's salary for each untaken day of the entitlement.

- 11.7. If on termination of the Appointment the Employee has taken more holiday than his accrued holiday entitlement, the Company shall be entitled to deduct the excess holiday pay from any payments due to the Employee calculated at 1/260th of the Employee's salary for each excess day.

## **12. INCAPACITY**

- 12.1. If the Employee is absent from work due to Incapacity, the Employee shall notify the Board of the reason for the absence as soon as possible but no later than 09:00 am on the first day of absence.
- 12.2. The Employee shall certify his absence.
- 12.3. Subject to any statutory eligibility requirements or conditions, the Employee shall be entitled to SSP in respect of absences due to Incapacity.
- 12.4. The Employee agrees to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company should the Company so require.
- 12.5. If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Board of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Board may reasonably require. The Employee shall if required by the Board, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by him relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by him in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total

amount paid to the Employee by the Company in respect of the period of Incapacity.

- 12.6. The rights of the Company to terminate the Appointment under the terms of this agreement apply even when such termination would or might cause the Employee to forfeit any entitlement to sick pay or other benefits.

### **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 paternity leave;

- 13.1.2. statutory adoption leave;

- 13.1.3. shared parental leave; and

- 13.1.4. parental bereavement leave.

- 13.2. Further details of such leave are available from the Board.

- 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. Training will be provided to the Employee during the Appointment on an as-needs basis, and determined by the Chief Technology Officer

### **15. INTELLECTUAL PROPERTY**

- 15.1. The Employee acknowledges 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, the Employee holds them on trust for the Company.

- 15.2. The Employee acknowledges that, because of the nature of his duties and the particular responsibilities arising from the nature of those duties, he has, and shall have at all times while employed by the Company, a special obligation to further the Company's interests.
- 15.3. To the extent that legal title in and to any Employment IPRs or Employment Inventions does not vest in the Company as described in clause 15.1 the Employee agrees, immediately on 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 us receiving the offer, the parties shall refer the dispute for determination to an expert who shall be appointed by the Comptroller General of Patents, Designs and Trade Marks at the Intellectual Property Office of the United Kingdom. The expert's decisions shall be final and binding on the parties in the absence of manifest error, and the costs of determination shall be borne equally by the parties. The parties will be entitled to make submissions to the expert and will provide (or procure that others provide) the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision. The Employee agrees that the provisions of this clause 15.3 shall apply to all Employment IPRs and Employment Inventions offered to the Company under this clause 15.3 until such time as the Company has agreed in writing that the Employee may offer them for sale to a third party.
- 15.4. The Employee agrees:
- 15.4.1. to give the Company full written details of all Employment Inventions promptly on their creation;
- 15.4.2. at the Company's request and in any event on the termination of his employment to give 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;
- 15.4.3. not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company; and

- 15.4.4. to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by the Employee.
- 15.5. The Employee waives all his present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain or permit any claim for infringement of moral rights in such copyright works.
- 15.6. 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 his compliance with this clause. This clause is without prejudice to the Employee's rights under the Patents Act 1977.
- 15.7. The Employee undertakes to use best endeavours to execute all documents and do all acts both during and after his employment by the Company as may, in the opinion of the Board, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the Company's name 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 the Employee's reasonable expenses of complying with this clause 15.7.
- 15.8. The Employee agrees to 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.
- 15.9. The Employee hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute documents, use his name and do all things which are necessary or desirable for the Company to obtain for ourselves or our nominee the full benefit of this clause.

## **16. CONFIDENTIAL INFORMATION**

- 16.1. The Employee acknowledges that in the course of the Appointment he will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 16.
- 16.2. The Employee shall not (except in the proper course of his duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:
- 16.2.1. any use or disclosure authorised by the Board or required by law;
- 16.2.2. any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
- 16.2.3. any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

## **17. PAYMENT IN LIEU OF NOTICE**

- 17.1. Notwithstanding clause 2, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Employee that the Company is exercising its right under this clause 17 and that it will make within 28 days a payment in lieu of notice (**Payment in Lieu**). This Payment in Lieu will be equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this agreement during the notice period referred to at clause 2 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:



- 17.1.1. any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
- 17.1.2. 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
- 17.1.3. any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 17.2. The Employee shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 17.1. Nothing in this clause 17 shall prevent the Company from terminating the Appointment in breach.
- 17.3. Notwithstanding clause 17.1 the Employee shall not be entitled to any Payment in Lieu if the Company would otherwise have been entitled to terminate the Appointment without notice in accordance with clause 18. In that case the Company shall also be entitled to recover from the Employee any Payment in Lieu (or any instalments) already made.

## **18. TERMINATION WITHOUT NOTICE**

- 18.1. The Company may also terminate the Appointment with immediate effect without 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:
  - 18.1.1. is guilty of any gross misconduct affecting the business of any Group Company;
  - 18.1.2. 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 Board;
  - 18.1.3. is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his duties;

- 18.1.4. is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
- 18.1.5. is convicted of any criminal offence (other than an offence under any road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed);
- 18.1.6. ceases to be eligible to work in the UK;
- 18.1.7. is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Board brings or is likely to bring the Employee or any Group Company into disrepute or is materially adverse to the interests of any Group Company;
- 18.1.8. is in breach of the Company's anti-corruption and bribery policy and related procedures;
- 18.1.9. is in breach of their obligations under clause 4.4; or
- 18.1.10. is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems.
- 18.2. The rights of the Company under clause 18.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of these rights.

## **19. GARDEN LEAVE**

- 19.1. Following service of notice to terminate the Appointment by either party, or if the Employee purports to terminate the Appointment in breach of contract, the Board may by written notice place the Employee on Garden Leave for the whole or part of the remainder of the Appointment.
- 19.2. During any period of Garden Leave:

- 19.2.1. the Company shall be under no obligation to provide any work to the Employee and may revoke any powers the Employee holds on behalf of any Group Company;
- 19.2.2. the Company may require the Employee to carry out alternative duties or to only perform such specific duties as are expressly assigned to the Employee, at such location (including the Employee's home) as the Company may decide;
- 19.2.3. the Employee shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- 19.2.4. the Employee shall remain an employee of the Company and bound by the terms of this agreement (including any implied duties of good faith and fidelity);
- 19.2.5. the Employee shall ensure that the Board knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);
- 19.2.6. the Company may exclude the Employee from any premises of any Group Company; and
- 19.2.7. the Company may require the Employee 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 any Group Company.

## **20. OBLIGATIONS ON TERMINATION**

- 20.1. On termination of the Appointment (however arising) the Employee shall:
  - 20.1.1. immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of any Group Company or its business contacts, any keys and any other property of any Group Company, which is in his possession or under her;

- 20.1.2. irretrievably delete any information relating to the business of any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises; and
- 20.1.3. provide a signed statement that he has complied fully with his obligations under this clause 20.1 together with such reasonable evidence of compliance as the Company may request.

## **21. DISCIPLINARY AND GRIEVANCE PROCEDURES**

- 21.1. The Employee is subject to the Company's disciplinary and grievance procedures, copies of which are available on request from the Board. These procedures do not form part of the Employee's contract of employment.
- 21.2. If the Employee wants to raise a grievance, he may apply in writing to the Board in accordance with the Company's grievance procedure.
- 21.3. If the Employee wishes to appeal against a disciplinary decision he may apply in writing to the Board in accordance with the Company's disciplinary procedure.
- 21.4. The Board may suspend the Employee from any or all of his duties for no longer than is necessary to investigate any disciplinary matter involving the Employee or so long as is otherwise reasonable while any disciplinary procedure against the Employee is outstanding.
- 21.5. During any period of suspension:
  - 21.5.1. the Employee shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
  - 21.5.2. the Employee shall remain an employee of the Company and bound by the terms of this agreement;
  - 21.5.3. the Employee shall ensure that the Board knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);

- 21.5.4. the Board may exclude the Employee from his place of work or any other premises of any Group Company; and
- 21.5.5. the Board may require the Employee 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 any Group Company.

## **22. PENSIONS**

The Company shall comply with the employer pension duties in respect of the Employee, in accordance with Part 1 of the Pensions Act 2008. Further details of the Company's pension arrangements and any entitlements of the Employee are available from the Board.

## **23. DATA PROTECTION**

- 23.1. The Company will collect and process information relating to the Employee in accordance with the privacy notice which is on the intranet. The Employee is required to sign and date the privacy notice, and return to the Board.
- 23.2. The Employee shall comply with the Data Protection Policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Company. The Employee will also comply with the Company's IT and communications systems policy, social media policy and bring your own device to work (BYOD) policy.
- 23.3. Failure to comply with the Data Protection Policy or any of the policies listed above in clause 23.2 may be dealt with under the Company's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

**24. COLLECTIVE AGREEMENTS**

There is no collective agreement which directly affects the Appointment.

**25. RECONSTRUCTION AND AMALGAMATION**

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of any Group Company, whether by winding up or otherwise, and the Employee is offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

**26. NOTICES**

26.1. A notice given to a party under or in connection with this agreement shall be in writing and shall be:

26.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this agreement or as otherwise notified in writing to the other party; or

26.1.2. or sent by email to the email address notified to a party from time to time.

26.2. Unless proved otherwise, any such notice shall be deemed to have been received:

26.2.1. if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee;

26.2.2. if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

- 26.2.3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 26.3. If deemed receipt under clause 26.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 26.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 26.4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## **27. ENTIRE AGREEMENT**

- 27.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 27.2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 27.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on this any statement in agreement.
- 27.4. Nothing in this clause shall limit or exclude any liability for fraud.

## **28. VARIATION**

No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**29. COUNTERPARTS**

29.1. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**30. THIRD PARTY RIGHTS**

No one other than a party to this agreement shall have any right to enforce any of its terms.

**31. GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**32. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Executed as a Deed by **Volta** .....  
**Technologies Limited** acting by Billy **Director**  
Brantingham Richards, a Director, in  
the presence of:

This agreement is executed as a Deed on the date stated at the beginning of it.

Signature.....

Witness' name.....

Address.....

.....

Occupation.....



Signed as a Deed by **Graham** .....

**Mendick** in the presence of:

Signature.....

Witness' name.....

Address.....

.....

Occupation.....