

22/02/2021

ETAINABL LIMITED

- and -

DAVID FISHER

CONTRACT OF EMPLOYMENT

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THIS AGREEMENT is made on 17th February 2021

BETWEEN:

1. **ETAINABL LIMITED** whose registered office is at Bourne House, 475 Godstone Rd, Whyteleafe, CR3 0BL ("Company"); and
2. **DAVID FISHER** of Flat 301, City View House, 455-463 Bethnal Green Road, London, E2 9QY ("You").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Agreement where it is appropriate in context singular words shall include the plural and vice versa.
- 1.2. The words defined below shall have the following meaning:

"Business" means the server hosting and software development company.

"Company Intellectual Property" means Intellectual Property Rights created by You (whether jointly or alone) 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.

"Garden Leave" means any period during which the Company has exercised its rights under clause 16.1.

"Intellectual Property Rights" means patents, utility models, Inventions, copyright and neighbouring rights and related rights, trade marks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill, rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including without limitation know-how and trade secrets and the rights to use and protect confidential information), moral rights, proprietary rights and any other intellectual property rights in each case whether registered or unregistered and including all applications or 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" means any invention, idea, discovery, development, improvement or innovation, processes, formulae, models or prototypes, whether or not patentable or capable of registration, and whether or not recorded in any

medium;

"Nominated Contact" means Jonathan Lambert; and

"Recognised Investment Exchange" means a recognised investment exchange as defined by section 285 of the Financial Services and Markets Act 2000.

- 1.3. The headings in this Agreement are included for convenience only and shall not affect its interpretation or construction.
- 1.4. References to any legislation shall be construed as references to legislation as from time to time amended, re-enacted or consolidated.

2. COMMENCEMENT AND CONTINUOUS EMPLOYMENT

- 2.1. Your employment with the Company in a full-time and permanent capacity will commence on 15th March 2021. No previous employment counts as part of your period of continuous employment with the company.
- 2.2. The first six months of your employment shall be a probationary period ("Probationary Period"). During the Probationary Period your performance and suitability will be monitored and your employment may be terminated at any time by the Company on one week's written notice. The Company reserves the right to extend your Probationary Period by notifying you in writing before the expiry of the Probationary Period.
- 2.3. You warrant that You satisfy the necessary immigration requirements of, and are entitled to work in, the United Kingdom and will notify the Company immediately if you cease to be so entitled during your employment.

3. JOB TITLE

- 3.1. You are employed as a Junior Software Engineer.

4. DUTIES

- 4.1. You are required to devote the whole of your working time and attention to the duties of your employment. In addition to your normal duties the Company reserves the right to require You to perform other duties consistent with your position or skills.
- 4.2. You will not during your employment with the Company, except with the written consent of the Company, be directly or indirectly engaged, concerned

or interested in any other business or occupation whatsoever.

5. PLACE OF WORK

- 5.1. Your normal place of work will be at your place of residence. If you wish to work from another location, you must give notice and ensure that the location you are working from is private and the internet connection is secure.

6. HOURS OF WORK

- 6.1. Your normal hours of work are 9.00am to 5.30pm Monday to Friday inclusive. You are, however, expected to work such additional hours as may be required for the proper performance of your duties. You will not be paid overtime.
- 6.2. You agree that the 48 hour maximum working week limit in regulation 4 of the Working Time Regulations 1998 shall not apply to You. During your employment You may give the Company three months' written notice that You wish this opt out to cease to apply.

7. SALARY AND COMMISSION

- 7.1. Your basic salary will be £30,000 gross per annum and will be paid monthly in arrears on the last working day of each month by credit transfer into your nominated bank or building society account, as notified to the Company by You.
- 7.2. The Company shall be entitled to deduct any amounts owed to the Company by You from your salary. If, on the termination of your employment, You owe any money to the Company, the Company shall be entitled to deduct any such money from any salary due to You.
- 7.3. You will be eligible to participate in the Company's discretionary bonus scheme on such terms and subject to such conditions as may be notified to You from time to time by the Company. The award of any bonus is at the Company's discretion and any award is only paid to employees in service and not under notice on the payment date.

8. LAY OFF AND SHORT-TIME WORKING

- 8.1. Your right to receive remuneration is dependent on You being provided by the Company with work of the kind which You are employed to do. The Company reserves the right in its absolute discretion to impose a lay off with no pay or to impose short-time working with a pro rata reduction in pay. The Company may in its absolute discretion determine the duration of any period of lay off or short-time working. During any period of lay off or short-time working You

must remain contactable and available for work if required. You may in certain circumstances be entitled to receive a guarantee payment in which case the Company will comply with its statutory obligations.

9. EXPENSES

- 9.1. You will be reimbursed for all hotel, travelling and other expenses properly and necessarily incurred in the performance of your duties upon production of valid receipts and submission of properly completed expense reports for such expenses and subject always to the Company's current policies with regard to business travel, accommodation and expenses.

10. PENSION

- 10.1. You will be automatically enrolled, have the right to opt in or be entitled to join a pension scheme provided by the Company. The category which you qualify under will be determined by your age and earnings at the end of each pay period. If you meet the criteria which requires you to be auto enrolled in the pension scheme, you will be entitled to opt out.
- 10.2. Further details will be provided to you by Jonathan Lambert.

11. HOLIDAYS

- 11.1. The Company's holiday year runs between 1 January to 31 December. In addition to the normal bank and public holidays applicable in England and Wales You shall be entitled to such number of paid holidays during each holiday year to be taken at such time as the Company may from time to time approve paid at the rate of basic salary ("**Holiday Entitlement**"). Holiday Entitlement is inclusive of statutory holiday under the Working Time Regulations 1998.
- 11.2. Any untaken Holiday Entitlement in any holiday year may not be carried forward to any following holiday year and such Holiday Entitlement will be forfeited without any right to payment in lieu.
- 11.3. For the purposes of this clause 11.3 and 11.4 Holiday Entitlement shall mean, in addition to the normal bank and public holidays applicable in England and Wales, 25 paid holidays during each holiday year to be taken at such time as the Company may from time to time approve paid at the rate of basic salary.

Upon termination of your employment You shall either be entitled to basic salary in lieu of any outstanding Holiday Entitlement or be required to repay to the Company any basic salary received in respect of Holiday Entitlement taken in excess of your proportionate Holiday Entitlement and any sums

repayable by You may be deducted from any outstanding salary or other payments due to You.

- 11.4. The Company reserves the right to require You to take any accrued but unused Holiday Entitlement during any period of notice given to terminate your employment or at any other time, or, if applicable, any such holiday shall be deemed to be taken during any period of Garden Leave.
- 11.5. During any period when You are absent from work due to illness or injury or other incapacity You shall not accrue any holiday in excess of your entitlement to statutory holiday. In any holiday year, the first 5.6 weeks of any holiday taken by You shall be deemed to be Statutory Holiday.

12. SICKNESS ABSENCE AND PAY

- 12.1. If You are absent from work because of sickness or injury You must:
 - 12.1.1. notify Jonathan Lambert or such other person as may be notified to you in writing from time to time by the Company, on the first morning of absence and inform the Company of your expected date of return. If You are absent for more than one day, You must keep the Company regularly informed of the expected duration of your absence;
 - 12.1.2. complete and return to the Company a self-certification form in respect of any periods of sickness absence of a day or more (including weekends);
 - 12.1.3. provide the Company with a medical certificate from your GP or other registered medical practitioner for periods of sickness absence in excess of seven days (including weekends) or more and with medical certificates for each subsequent week of sickness absence;
 - 12.1.4. if requested by the Company, undergo a medical examination at the expense of the Company with a medical practitioner nominated by the Company; and
 - 12.1.5. if requested by the Company, give written permission to the Company to have access to any medical or health report in its complete form prepared by any health professional on your physical or mental condition.
- 12.2. You will be entitled to statutory sick pay only.

13. MATERNITY AND PATERNITY LEAVE

- 13.1. You will be entitled to statutory maternity and paternity leave pay only.

14. DATA PROTECTION

- 14.1. The Company will process and may disclose sensitive data and You consent to the processing and disclosure of such data as follows:
- 14.1.1. information about your physical or mental health or condition for the purpose of the performance of your employment and this Agreement, monitoring sickness absence, dealing with sick pay and determining your fitness to carry out duties on behalf of the Group;
 - 14.1.2. information about your sex, marital status, race, ethnic origin or disability for the purpose of monitoring to ensure equality of opportunity and compliance with equal opportunities legislation; and
 - 14.1.3. information relating to any criminal proceedings in which You have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- 14.2. You acknowledge that in the course of your employment You shall have access to personal and sensitive data relating to other employees and You agree to comply with the Company's data protection policy at all times.

15. TERMINATION

- 15.1. You or the Company may terminate your employment by giving not less than one months' written notice of termination to the other party.
- 15.2. Where the Company reasonably believes You are guilty of gross misconduct the Company is entitled to terminate your employment with immediate effect without notice or pay in lieu of notice.
- 15.3. The Company may, in its absolute discretion, at any time after notice of termination has been given by either party, lawfully terminate this Agreement by notice in writing with immediate effect by paying to You an amount equal to your basic salary entitlement for the then unexpired period of notice (subject to deduction at source of income tax and national insurance contributions).
- 15.4. On termination of your employment You must immediately return to the Company all correspondence, documents, papers, memoranda, notes, records

such as may be contained in magnetic media or other forms of computer storage, videos, tapes (whether or not produced by You) and any copies thereof, charge and credit cards and all other property belonging to the Company which may be in your possession or under your control.

16. GARDEN LEAVE

- 16.1. Following notice to terminate your employment being given by the Company or by You or if You purport to terminate your employment in breach of contract 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 or a specified date.
- 16.2. During any period of Garden Leave You shall:
 - 16.2.1. continue to receive your salary and other contractual benefits under this Agreement in the usual way and subject to the terms of any benefit arrangements;
 - 16.2.2. remain an employee of the Company and remain bound by your duties and obligations, whether contractual or otherwise, which shall continue in full force and effect;
 - 16.2.3. not contact or deal with (or attempt to contact or deal with) any customer, client, supplier, agent, distributor, shareholder, employee, officer or other business contact of the Company without the prior written consent of Jonathan Lambert or such other person as may be notified to you in writing from time to time by the Company;
 - 16.2.4. not (unless otherwise requested) enter onto the premises of the Company without the prior written consent of Jonathan Lambert or such other person as may be notified to you in writing from time to time by the Company; and
 - 16.2.5. not commence any other employment or engagement.
- 16.3. In the event that the Company exercises its rights under clause 16.1 of this Agreement then any Garden Leave shall be set off against and therefore reduce the periods for which the restrictions in clauses 20.2 and 20.3 of this Agreement apply.

17. DISCIPLINARY RULES

- 17.1. If you have a grievance or are dissatisfied with any disciplinary action taken against You, You should first raise the matter with Jonathan Lambert or such

other person as may be notified to you in writing from time to time by the Company, in writing, in accordance with the Company's discipline or grievance procedure, as appropriate.

- 17.2. The Company shall have the right to suspend You from your duties on full pay on such terms and conditions as it shall determine for the purpose of carrying out an investigation into any allegation of misconduct or negligence or an allegation of bullying, harassment or discrimination against You and pending any disciplinary hearing.

18. CONFIDENTIAL INFORMATION

- 18.1. You shall not at any time during your employment nor at any time after its termination except for a purpose of the Company directly or indirectly use or disclose trade secrets, know-how or confidential information relating to or belonging to the Company or the Company's agents, customers, prospective customers or suppliers ("**Confidential Information**").
- 18.2. For the purposes of clause 18.1, Confidential Information shall include any information relating to the Business and/or the financial affairs of the Company and the Company's agents, customers, prospective customers or suppliers and in particular shall include:
- 18.2.1. the business methods and information of the Company (including prices charged, discounts given to customers or obtained from suppliers, product development, marketing and advertising programmes, costings, budgets, turnover, sales targets or other financial information);
 - 18.2.2. lists and particulars of the Company's suppliers and customers and the individual contacts at such suppliers and customers;
 - 18.2.3. details and terms of the Company's agreements with suppliers and customers;
 - 18.2.4. secret manufacturing, production or development processes and know-how employed by the Company or its suppliers;
 - 18.2.5. confidential details as to the design of the Company's and its suppliers' products and inventions or developments relating to future products;
 - 18.2.6. details of any promotions or future promotions or marketing or publicity
 - 18.2.7. exercises planned by the Company;
 - 18.2.8. details of any budgets or business plans of the Company; and

- 18.2.9. any information which may affect the value of the Business or the shares of the Company, whether or not in the case of documents or other written materials or any materials in electronic format they are or were marked as confidential and whether or not, in the case of other information, such information is identified or treated by the Company as being confidential.
- 18.3. You shall not be restrained from using or disclosing any Confidential Information which:
 - 18.3.1. You are authorised to use or disclose by Jonathan Lambert or such other person as may be notified to you in writing from time to time by the Company; or
 - 18.3.2. has entered the public domain unless it enters the public domain as a result of an unauthorised disclosure by You or anyone else employed or engaged by the Company; or
 - 18.3.3. You are required to disclose by law; or
 - 18.3.4. You are entitled to disclose under section 43A of the Employment Rights Act 1996 provided that the disclosure is made in an appropriate way to an appropriate person having regard to the provisions of that Act.
- 18.4. You shall use your best endeavours to protect the confidentiality of the Confidential Information and shall inform Jonathan Lambert or such other person as may be notified to you in writing from time to time by the Company, immediately on becoming aware or suspecting that any third party may know or have used any of the Confidential Information.
- 18.5. You shall not make copies of any document, memoranda, correspondence, computer disk, CD-Rom, memory stick, video tape or any similar matter (including for the avoidance of doubt in any electronic format) or remove any such items from the premises of the Company other than in the proper performance of your duties under this Agreement except with the written authority of Jonathan Lambert or such other person as may be notified to you in writing from time to time by the Company, which authority will apply in that instance only.
- 18.6. You shall not make any public statement (whether written or oral) to media or otherwise relating to the affairs of the Company and shall not write any article for publication on the matter concerned with the business or other affairs of the Company without the prior consent of Jonathan Lambert or such other person as may be notified to you in writing from time to time by the Company.

19. INTELLECTUAL PROPERTY RIGHTS

- 19.1. The parties acknowledge that You may create Inventions and Company Intellectual Property (alone or jointly) in the course of your employment with the Company and that You have a special obligation to further the interests of the Company in relation to such Inventions and Company Intellectual Property. You shall, promptly following creation, disclose to the Company all Inventions and Company Intellectual Property and all designs, works and materials embodying Company Intellectual Property.
- 19.2. You acknowledge that (except to the extent prohibited by or ineffective in law) all Company Intellectual Property and materials embodying them shall automatically belong to the Company as from creation for the full term of those rights, and except to the extent prohibited by or ineffective in law You hereby assign, by way of present and future assignment, any and all right, title and interest therein to the Company.
- 19.3. To the extent that any Company Intellectual Property does not vest in the Company automatically pursuant to clause 19.2, and except to the extent prohibited by or ineffective in law, You hold such property on trust for the Company and hereby grant to the Company an exclusive, royalty free licence to use such property in its discretion until such Company Intellectual Property fully vests in the Company.
- 19.4. You agree:
 - 19.4.1. to execute all such documents, both during and after your employment, as the Company may reasonably require to vest in the Company all right, title and interest pursuant to this Agreement;
 - 19.4.2. to use reasonable endeavours to provide all such information and assistance and do all such further things as the Company may reasonably require to enable it to protect, maintain and exploit the Company Intellectual Property to the best advantage, including (without limitation), at the Company's request, applying for the protection of any Company Intellectual Property throughout the world;
 - 19.4.3. to use reasonable endeavours to assist the Company in applying for the registration of any registrable Company Intellectual Property, enable it to enforce the Company Intellectual Property against third parties and to defend claims for infringement of third party Intellectual Property Rights;
 - 19.4.4. not to apply for the registration of any Company Intellectual Property in the United Kingdom or any other part of the world without the prior

written consent of the Company; and

- 19.4.5. to keep confidential all Company Intellectual Property unless the Company has consented in writing to its disclosure by You.
- 19.5. As against the Company, its successors and assigns and any licensee of any of the foregoing, you hereby waive all of your present and future moral rights which arise under the Copyright Designs and Patents Act 1988 and all similar rights in other jurisdictions relating to the Company Intellectual Property.
- 19.6. You acknowledge 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 You in respect of your compliance with this clause. This clause is without prejudice to your rights under the Patents Act 1977.
- 19.7. In order to secure the performance of the Your obligations under this clause 19, by way of security and in accordance with section 4 of the Powers of Attorney Act 1971, You irrevocably and unconditionally appoints the Company to be Your attorney in Your name and on Your behalf to sign, execute, do or deliver on your behalf any deed, document or other instrument, to use Your name and do all things which are necessary or desirable for the purpose of giving full effect to this clause 19.
- 19.8. You irrevocably appoint the Company as your attorney in your name to sign, execute, do or deliver on your behalf any deed, document or other instrument and to use your name for the purpose of giving full effect to this clause
- 19.9. Rights and obligations under this Agreement shall continue in force after termination of this Agreement in respect of any Company Intellectual Property.

20. RESTRICTIVE COVENANTS

- 20.1. You acknowledge that following termination You will be in a position to compete unfairly with the Company as a result of the confidential information, trade secrets and knowledge about the business, operations, customers, employees and trade connections of the Company You have acquired or will acquire and through the connections that You have developed and will develop at the expense of the Company. You agree to enter into the restrictions in this clause for the purpose of protecting the Company's legitimate business interests and in particular the confidential information, goodwill and the stable trained workforce of the Company.
- 20.2. You shall not without the prior written consent of Jonathan Lambert or such other person as may be notified to you in writing from time to time by the Company (such consent not to be unreasonably withheld), directly or indirectly, on your own behalf, or on behalf of any person, firm or company in

connection with any business which is or is intended or about to be competitive with the Restricted Business (as defined below) or in relation to the provision of any goods or services similar to or competitive with those sold or provided by the Company in connection with the Restricted Business:

- 20.2.1. for a period of six months after the termination of your employment solicit or canvass the custom of any Customer (as defined below);
 - 20.2.2. for a period of six months after the termination of your employment solicit or canvass the custom of any Potential Customer (as defined below);
 - 20.2.3. for a period of six months after the termination of your employment deal with any Customer;
 - 20.2.4. for a period of six months after the termination of your employment deal with any Potential Customer;
 - 20.2.5. for a period of six months after the termination of your employment solicit or entice away, or attempt to entice away from the Company any Restricted Employee (as defined below); and
 - 20.2.6. for a period of six months after the termination of your employment employ, offer to employ or enter into partnership with any Restricted Employee with a view to using the knowledge or skills of such person in connection with any business or activity which is or is intended to be competitive with the Restricted Business.
- 20.3. You shall not without the prior written consent of Jonathan Lambert or such other person as may be notified to you in writing from time to time by the Company (such consent not to be unreasonably withheld) for a period of six months after the termination of your employment, directly or indirectly, on your own behalf, or on behalf of any person, firm or company:
- 20.3.1. within the Restricted Territory (as defined below) set up, carry on, be employed in, provide services to, be associated with, or be engaged or interested in, whether as director, employee, principal, agent or otherwise, any business which is or is intended or about to be competitive with the Restricted Business save as a shareholder of not more than 3% of any public company whose shares or stocks are quoted or dealt in on any Recognised Investment Exchange; or
 - 20.3.2. endeavour to cause any person, firm or company who is at the date of termination of your employment or at any time during the 12 months immediately prior to such termination was a Restricted Supplier (as defined below) to the Company, to either cease to supply the Company

or materially alter the terms of such supply in a manner detrimental to the Company.

20.4. In this clause 20 the following words and phrases shall have the following meanings:

20.4.1. **"Customer"** shall mean any person, firm or company who at the date of termination of your employment or at any time during the 12 months immediately prior to such termination was a customer of the Company and from whom You had obtained business on behalf of the Company or to whom You had provided or arranged the provision of goods or services on behalf of the Company or for whom You had management responsibility in any case at any time during the period of 12 months immediately prior to the date of termination of your employment;

20.4.2. **"Potential Customer"** shall mean any person, firm or company with whom either You, or any other employee of the Company for whom You had, at the date of the negotiations, management responsibility, carried out negotiations on behalf of the Company at any time during the period of 3 months immediately prior to the date of termination of your employment with a view to such person, firm or company becoming a customer of the Company.

20.4.3. **"Restricted Business"** shall mean the Business or any part of the Business which in either case:

(a) is carried on by the Company at the date of termination of your employment; or

(b) was carried on by the Company at any time during the period of six months immediately prior to the date of termination of your employment; or

(c) is to your knowledge to be carried out by the Company at any time during the period of six months immediately following the date of termination of your employment, and which You were materially concerned with or had management responsibility for (or had substantial confidential information regarding) in either case at any time during the period of 12 months immediately prior to the date of termination of your employment;

20.4.4. **"Restricted Employee"** shall mean any employee of the Company employed at the date of termination of your employment in the capacity of director or in any research, technical, IT, financial, marketing or sales function or other managerial role whom You have managed or with whom You have worked at any time during the period of 12 months

preceding the termination of your employment, and shall not include any employee employed in an administrative, clerical, manual or secretarial capacity;

20.4.5. **"Restricted Supplier"** means any supplier to the Company with whom You have had material personal contact or for whom You have had managerial responsibility during the period of 12 months immediately prior to the termination of your employment; and

20.4.6. **"Restricted Territory"** shall mean England, Scotland, Wales and Northern Ireland together with any other country in which the Company:

(a) carried on any Restricted Business or provided any goods or services in connection with any Restricted Business at the date of termination of your employment;

(b) carried on any Restricted Business or provided any goods or services in connection with any Restricted Business at any time during the period of six months immediately prior to the date of termination of your employment; or

(c) is to your knowledge to carry out any Restricted Business at any time during the period of six months immediately following the date of termination of your employment;

and regarding which country at any time during the period of 12 months immediately prior to the date of termination of your employment:

You:

(a) were materially concerned or worked in; and/or

(b) had management responsibility for; and/or

(c) obtained confidential information (as defined in clause 18.2).

20.5. In the event that You receive an offer of employment or request to provide services either during your employment or during the currency of the restrictive periods set out in clauses 20.2 and 20.3, You shall provide immediately to such person, company or other entity making such an offer or request a full and accurate copy of this Agreement signed by both parties.

20.6. The restrictions contained in this clause are considered by the parties to be reasonable in all the circumstances. Each sub clause constitutes an entirely separate and independent restriction and the duration, extent and application of each of the restrictions are no greater than is necessary for the protection of

the interests of the Company. If any of the restrictions contained in this clause shall be adjudged to be void or ineffective for whatever reason but would be adjudged valid and effective if it or another restriction were deleted in whole or in part then such restriction shall apply with such deletions as maybe necessary to make it valid and effective.

21. ENTIRE AGREEMENT AND VARIATION

- 21.1. This Agreement and the documents referred to or incorporated in it constitute the entire Agreement between the parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this Agreement.
- 21.2. Each of the parties acknowledges and agrees that it has not entered into this Agreement in reliance on any statement or representation of any person (whether a party to this Agreement or not) other than as expressly incorporated in this Agreement.
- 21.3. Without limiting the generality of the foregoing, each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind this Agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether party to this Agreement or not) and upon which it has relied in entering into this Agreement.
- 21.4. Nothing contained in this Agreement or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.
- 21.5. No variation of this Agreement or any of the documents in the agreed form shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.

22. THIRD PARTY RIGHTS

- 22.1. A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

23. COUNTERPARTS

- 23.1. This Agreement may be executed in any number of counterparts each of which when executed by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same instrument.

24. GOVERNING LAW AND JURISDICTION

- 24.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the laws of England and Wales.
- 24.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

Signed for and on behalf of **ETAINABL LIMITED** by:

Signature



Name (block capitals) Ben Perrett
Director

Signed by **DAVID FISHER**

Signature

.....

Name (block capitals)

.....