



January 16, 2026

Opening HR Limited

Ivor D Souza

CONTRACT OF EMPLOYMENT

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**THIS SERVICE AGREEMENT** is dated: January 16, 2026

**BETWEEN**

(1) Opening HR Limited having its registered office at Sobo Works, Suite 201, 202, 2 Windmill Lane, Dublin 2, D02 C978, Ireland (the "**Company**"); and

(2) **Ivor D Souza** of **11 Bearna Park Dublin 18 Dublin Dublin D18 H1R7** Ireland (the "Employee").

**NOW IT IS AGREED** as follows:

**1. Interpretation**

Interpretation of and defined terms in this Agreement are set out in Schedule 1 hereto.

**2. Pre-Conditions**

It is a pre-condition of this offer that the following conditions are satisfied:

- (a) this Contract of Employment is signed by **Ivor D Souza** on or before January 20, 2026;
- (b) the Employee's references are satisfactory to the Company;
- (c) the Employee supplies certificates to prove that their qualifications are as stated in their application;
- (d) the Employee is free from any obligations owed to a third party which might prevent them from starting work on the date mentioned below or from properly performing the duties of their position; and
- (e) the Employee is entitled to work in Ireland for the Company and shall produce evidence of same if requested.

**3. Appointment and Duration**

3.1 Subject to the conditions at clause 2 above, the Company appoints the Employee and the Employee agrees to act as Data Engineer of the Company.

3.2 The appointment will commence on February 17, 2026 and shall continue (subject to earlier termination as provided in this Agreement) in accordance with the terms and conditions of the Agreement.

3.3 The first six months of the Employee's employment will be a probationary period. The Company may extend the probationary period by a period of up to five months, on an exceptional basis and where it is in the Employee's interest. at its discretion. During the probationary period, the Employee performance and suitability for continued employment will be monitored. The Company's normal performance management and disciplinary procedures will not apply during the probationary period or any extension thereof, and the procedures to be applied to the Employee are at the discretion of the Company. The Employee's employment may be terminated by the Company at any time during or at the end of the probationary period (or any extension thereof) by the giving of one week's notice, or by the Company making a payment in lieu of such notice or part thereof. Termination of this Agreement during or at the end of the probationary period will be at the discretion of the Company.

3.4 Where the Employee is absent from work during the probationary period in accordance with a form of statutory leave, the probationary period shall be extended for the duration of the Employee's absence where the relevant legislation provides for the suspension of the probationary period.

#### **4. Duties and Responsibilities**

4.1 The Employee will carry out such duties as may be assigned to them from time to time by the person to whom the Employee reports and/or the Company, which will include, but not limited to, the duties and responsibilities outlined in the Appendix. The Employee's duties and responsibilities may be changed from time to time by the Company.

4.2 The Employee shall report to Daniel Joplin or such other person as may be informed to them from time to time.

4.3 The Employee shall at all times during the period of this Agreement:

- (a) devote the whole of their working time, attention and ability to the duties of their appointment;
- (b) faithfully and diligently perform those duties and exercise such powers consistent with them which are from time to time assigned to or vested in them by the Company;
- (c) obey all lawful and reasonable directions of the Company or their supervisor; and
- (d) use their best endeavours to promote the interests of the Company and the Group.

4.4 The Employee may be assigned without further remuneration to other appropriate duties at the discretion of the Company at any time during their employment, which may include duties to any Group Company. The Company shall be entitled from time to time and at its sole and absolute discretion to re-assign any of the Employee's duties.

#### **5. Place of Work**

5.1 The Employee's place of work on commencement of employment shall be the Company's offices at Sobo Works, Suite 201, 202, 2 Windmill Lane, Dublin 2, D02 C978, Ireland. However, the Company may relocate to other premises within or outside Dublin in the future and in that event, the Employee's place of work shall be at those premises.

5.2 The Employee may also be required to work at any time at any of the Company's other locations and to travel both within and outside of Ireland from time to time.

## **6. Remuneration**

6.1 During their period of employment:

(a) the Company shall pay to the Employee a basic salary of €EUR €80,000.00/Yr. per year gross, which shall accrue from day to day. The salary will be paid monthly in arrears by credit transfer on the last day of each month, or as close as possible thereafter, subject to the deduction of PAYE, PRSI, USC and such other deductions or withholdings as are required by law. PRSI is collected by the Revenue Commissions and transferred to the Social Insurance Fund administered by the Department of Finance and the Department of Social Protection.

6.2 Whilst this clause 6.2 shall not impose any obligation on the Company to increase the Employee's salary, such salary may be reviewed by the Company from time to time during the course of the Employee's employment and any change (whether an increase or decrease) will be notified to the Employee in writing.

6.3 The Employee may, under Section 23 of the National Minimum Wage Act, 2000, request from the Company a written statement of the employee's average hourly rate of pay for any pay reference period falling in the 12 month period preceding the Employee's request.

## **7. Pension**

7.1 Qualified employees have access to a Defined Contribution (DC) Pension Scheme, to which the Company currently matches one hundred percent (100%) of the first eight percent (8%) of the Employee's contributions based on their basic monthly salary as set out in clause 6.1(a) above. The company match will vest two (2) years after the appointment date provided above. After satisfying the entry conditions of the plan, the Employee may become and remain a member of the Company's DC Pension Scheme subject to the terms and conditions of the plan. The Company reserves the right at any time to amend or terminate its employer contributions without compensation.

## **8. Benefits and Insurance**

8.1 The Employee will be entitled to participate in any life assurance scheme and any permanent health insurance plan operated by the Company. Details will be provided in an Open Enrolment meeting within thirty (30) days of the commencement date herein.

8.2 The Company may at any time withdraw or amend any benefits or insurance arrangements without providing any replacement or compensation for them.

8.3 The Employee acknowledges that as certain benefits are insured arrangements, entry to and continued participation in any scheme and the payment of any benefit is subject to the discretion of the insurers and subject to the terms and conditions of the respective scheme.

8.4 The Employee acknowledges and agrees that if the insurer fails or refuses to provide any benefit under any such scheme, the Employee and/or their family members will have no right of action against the Company in respect of such failure or refusal. The Company has no obligation to assist the Employee in the advancement of any claim they may make, nor to make any payment to the Employee should the insurer refuse to pay for whatever reason.

8.5 The Employee's eligibility to participate in or receive benefits from any insurance or other benefits scheme shall not prejudice the Company's ability to terminate the Employee's employment and/or this Agreement.

8.6 Any benefit-in-kind taxation arising in relation to the provision of these benefits shall be deducted from the Employee's basic monthly salary as set out in clause 6.

## **9. Expenses**

The Company will reimburse to the Employee all proper and reasonable expenses wholly, exclusively and necessarily incurred by them on behalf of the Company in discharging their duties, provided these have been incurred in accordance with Company policy, agreed in advance by their manager and have been properly vouched in line with Company policy and procedures.

## **10. Deductions**

The Company reserves the right at any time during the Employee's employment, and in any event on its termination, to deduct from their salary any sums owing to it including, but not limited to, excess holiday pay, company loans, overpayment of salary or benefits, or expenses incurred by the Company in respect of their loss of or damage to Company property. The Company may also deduct any sum paid to the Employee by the Company during absence, where such absence is due to injury by a third party for which they are awarded damages for loss of earnings. The Employee hereby consents to such deductions being made.

## **11. Holidays**

11.1 The Employee will be entitled to 25 days annual holidays, in addition to Irish public holidays. The Company leave year is from 1 January to 31 December. In the event that the Employee's employment with the Company commences or terminates during the Company's leave year the Employee's holiday entitlement during that year shall be calculated on a pro rata basis. Company policy may require that holidays be taken only at certain times. The Employee must give at least 2 weeks' notice of proposed holiday dates and these must be agreed with the Company. The Employee may not, without the prior agreement of the Company, take more than 2 weeks holidays in any 1 month period.

11.2 The Employee is not permitted to carry over any unused days of their annual leave entitlement to the following leave year. Any untaken leave entitlement will be lost.

11.3 The Employee is required to retain a sufficient number of days from their holiday entitlement to cover any annual Company shutdown periods. The Employee will be notified by the Company either individually or by way of a general notice to staff each year of the number of days' holiday they are required to retain for this purpose.

11.4 If either party gives notice to terminate the Employee's employment, the Company may require the Employee to take any accrued but unused holiday entitlement during the notice period (whether or not the Employee is suspended or on a period of garden leave).

## **12. Working Time**

12.1 The Employee's responsibilities with the Company shall be such that they shall devote all of their working time and attention to the affairs of the Company.

12.2 The Employee's normal working day is 9.00 am to 6.00pm Monday to Friday which may include Saturday and/or Sundays together with such additional time as is required. The Employee's rest breaks shall be taken in accordance with the Organisation of Working Time Act 1997 (as amended).

## **13. Notification of Illness**

13.1 The Employee may be paid their full remuneration (net of any social welfare benefit) during any periods of inability to work due to illness or accident, not exceeding in aggregate 6 working days in any consecutive twelve month period.

13.2 In the case of any absences from work due to illness or accident which continues for more than three days, a medical certificate must be provided to the Company by the fourth day of the illness or accident. If the absence continues medical certificates must be provided to the Company on a weekly basis. Medical certificates must state the likely duration of the absence and any other information that the medical practitioner deems relevant.

13.3 The Company may, at its discretion, withhold Company sick pay if the Employee fails to comply with the above provisions or in the event of repeated one-off absences on

Mondays, Fridays or following a public holiday. Abuse of the Company sick pay scheme may also result in disciplinary action.

13.4 Where the Employee's sickness or incapacity arises by actionable negligence or breach of a duty by or on behalf of a third party in respect of which damages are or may be recoverable, the Employee shall:

- (a) notify the Company of that fact and of any claim, compromise or judgment made or awarded and provide such particulars of such matters as the Company may reasonably require; and
- (b) shall refund to the Company such sum not to exceed the lesser of: (a) the amount recovered (less any un-awarded costs or expenses); and (b) the aggregate of any remuneration paid to them in respect of the period of sickness or incapacity.

#### **14. Medical Examination**

If so requested by the Company, the Employee shall at any time participate in a medical examination(s) by a practitioner or practitioners nominated by the Company, the result of such examination(s) to be advised directly by such practitioner to the Company. The Employee shall then be notified of the result. By signing this letter the Employee indicates their consent to disclosure by their own GP (or other medical attendant) to the medical practitioner(s) nominated by the Company of all information necessary to allow them to prepare a comprehensive medical report and to the disclosure of that report and all relevant background information to the Company. Failure to attend at a medical examination when requested to do so may result in disciplinary action and/or termination of sick pay.

#### **15. Confidentiality**

15.1 The Employee agrees that during the period of their employment by the Company the Employee shall:

- (a) maintain any and all Confidential Information in the strictest of confidence and take all appropriate measures to ensure that any Confidential Information to which the Employee is afforded access and/or which is in their possession is secured from unauthorised access or loss, including complying with the Company's data security & privacy statement;
- (b) not at any time disclose any Confidential Information to any person, firm or company or make use of Confidential Information otherwise than as strictly necessary for the purposes of their employment with the Company;
- (c) not directly or indirectly disclose to any person, firm or company or use other than for any legitimate purposes of the Company or any Group Company any Confidential Information;

- (d) not without the Company's prior written permission hold any Material Interest in any person, firm or company which requires or might reasonably be thought by the Company to require them to disclose any Confidential Information in order properly to discharge their duties to or to further their interest in such person, firm or company;
- (e) return to the Company upon request and, in any event, at the Termination Date all documents, computer, laptop, computer disks and other tangible items in their possession or under their control which belong to the Company or any Group Company or which contain or refer to any Confidential Information; and
- (f) delete all Confidential Information from any laptop, computer, memory stick, computer disks or other re-usable material in their possession or under their control and destroy all other documents and tangible items in their possession or under their control which contain or refer to any Confidential Information.

15.2 The Employee must not publish any literature, deliver any lecture or make any communication to the media (including the press, radio, television or the internet) relating to the Company's business or to any matters to which the Company may be concerned without the prior written authority of the Company.

15.3 At any time after the Termination Date the Employee shall not directly or indirectly disclose to any person, firm or company or make any use of any Confidential Information.

15.4 For the avoidance of doubt, Confidential Information shall not be deemed to be in the public domain merely because it is known to a limited number of third parties. In addition, any combination of elements of the Confidential Information shall not be deemed to be in the public domain merely because individual elements of the Confidential Information are in the public domain but only if the combination is in the public domain.

15.5 This clause 15 shall continue to apply after the termination of the Employee's employment hereunder (whether terminated lawfully or not) without limit in time.

## **16. Data Protection and Monitoring**

16.1 The Company may from time to time in the course of administering its business, and exercising its legal rights and performing its legal obligations in connection with these terms and conditions and the Employee's employment, need to process both personal data (including, for example, any information from which the Employee may be identified) and special categories of personal data (including, for example, information relating to health) in relation to the Employee. The Company will process such data in accordance with the applicable data protection legislation including the General Data Protection Regulation and implementing legislation. Further details in relation to what personal data is collected in relation to employees, and the purposes for which such data may be used and disclosed by the Company are set out in the applicable policies and procedures, including the Company's data protection and privacy policy, (which may be amended or updated from time to time).

## 16.2 The Employee

- (a) acknowledges that access to the Company's electronic communications software and information technology systems is provided for business purposes, and that the Company or any other Group Company may at all times inspect any electronic equipment or software used by the Employee, monitor and record any use that the Employee makes of the Company's or any other Group Company's electronic communications, software and information technology systems including by monitoring or recording the content of email and telephone communications for the purpose of ensuring that the Company's rules (and those of any other Group Company) are being complied with and for legitimate business purposes; and
- (b) shall comply with any electronic communications (and/or similar) policy or policies that the Company may issue from time to time.

## 17. Intellectual Property

17.1 The Employee hereby acknowledges and agrees that the Employee has been given an opportunity to disclose any Prior Inventions and that Appendix 2 contains an accurate and complete list of all Prior Inventions (if any). If the Employee has no Prior Inventions to disclose the Employee shall initial Appendix 2 to confirm this, provided that a failure by the Employee to include any details in Appendix 2 or to initial Appendix 2 shall be deemed to constitute confirmation by the Employee that the Employee has no Prior Inventions to disclose. If at any time during the Employee's employment, the Employee uses any Prior Inventions in or in connection with any of the Group's Businesses or incorporates or otherwise uses such in connection with the Company's Products and Services, the Employee hereby grants to the Company and the Group a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable and sub-licensable licence to make, have made, copy, modify, make derivative works of, offer to sell, sell or otherwise distribute and otherwise use such Prior Inventions in connection with the Company's Products and Services or otherwise for the Company and the Group's business purposes. The Employee represents and warrants that any Prior Inventions do not infringe the rights, including rights in Intellectual Property, of any third party.

17.2 If at any time during the Employee's employment they make or discover or participate in the discovery of any Intellectual Property or any improvement upon or addition to any Intellectual Property which is applicable to or in any way affects the business for the time being carried on by the Company or the Group the same will be immediately communicated by them to the Company and will be the absolute property of the Company or the Group as the case may be, and they will give and supply all such information, data and drawings as may be needed to enable the Company, or the Group as the case may be, to exploit such invention, improvement or addition to the best advantage and will execute all such documents and do all such things as may be necessary or desirable for obtaining patent or similar protection for the same in such part or parts of the world as may be specified by the Company or the Group and for vesting the same in the Company or the Group.

17.3 The Employee hereby irrevocably appoints the Company to be their attorney in their name and on their behalf to execute documents, to use their name and to do all things which may be necessary or desirable for the Company to obtain for itself or its nominee the full benefits of the provisions of this clause 17 and a certificate in writing signed by any officer of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case so far as any third party is concerned.

17.4 The Employee hereby assigns to the Company by way of future assignment all copyrights, design rights and other similar rights for the full terms thereof throughout the world arising in any works or material originated, conceived, written or made by them (except only those works or designs originated, conceived, written or made by them wholly outside their normal working hours which are wholly unconnected with their employment) during the period of their employment by the Company insofar as the rights in such works and material do not automatically vest in the Company as a result of the employment.

17.5 The Employee shall, at the request and expense of the Company, do all things necessary or desirable to substantiate the rights of the Company under this clause 17.

17.6 Save for any Prior Inventions the rights and title to which are not otherwise vested in the Company or the Group, the Employee hereby waives all current or future moral or similar rights arising from any of the works or materials referred to in this clause 17 of this Agreement insofar as they may lawfully do so in favour of the Company and for the avoidance of doubt this waiver shall extend to the licensees and successors in title to the copyright in such works or material.

17.7 The Employee will do nothing during their employment or at any time after the Termination Date to affect or imperil the validity of any Intellectual Property obtained, applied for or to be applied for by the Company or its nominee. In particular, without limitation they will not disclose the subject matter of any invention which may be patentable before the Company has had an opportunity to apply for any patent or patents.

17.8 This clause 17 shall continue to apply after the termination of the Employee's employment hereunder (whether terminated lawfully or not) without limit in time.

## **18. Conflict of Interest**

For the purposes of business confidentiality and the avoidance of a conflict of interest, the Employee agrees that during the period of their employment by the Company, the Employee shall:

- (a) abide by any relevant Company policy which may be promulgated from time to time; and
- (b) not without the Company's prior written permission hold any Material Interest in any person, firm, undertaking or company, which:

- (i) competes with any business carried on by the Company or any Group Company; or
- (ii) impairs or might reasonably be thought by the Company to impair the Employee's ability to act at all times in the best interests of the Company; and
- (c) not introduce to any other person, firm or corporation or participate in, business of a kind in which the Company or any other Group Company is for the time being engaged or capable of becoming engaged or with which the Company or any other Group Company is able to deal in the course of the business for the time being carried on or planned by the Board to be carried on; and
- (d) not have any financial benefit from contracts made by the Company or any other Group Company with any third party (including but not limited to any supplier to any Group Company) without the prior written consent of the Board.

18.2 The Employee shall not, without the consent of the Chief People Officer or in accordance with any policy in place, accept any gift or favour of whatever kind from any Customer or Supplier of the Company or any other Group Company or any prospective customer or supplier of the Company or any other Group Company with a value or cumulative value in excess of €50.

## **19. Performance**

The Employee's performance with the Company will be reviewed from time to time, at least once a year. In the course of such reviews the Company will discuss their performance and identify strengths and weaknesses. If the Company requires them to improve and/or make any adjustments in their performance, these will be notified to them. Should the Employee fail to make adequate improvements, the Company reserves the right to take all necessary steps including termination of their employment. The steps involved in this review process shall be applied fairly and reasonably.

## **20. Grievance Procedure**

Any grievances shall be dealt with under the Company's Grievance Procedure, which will be made available to the Employee.

## **21. Disciplinary Procedure**

Disciplinary matters shall be dealt with in accordance with the Company's Disciplinary Procedure, which will be made available to the Employee.

## **22. Suspension**

The Company shall, without prejudice to any disciplinary process that may or may not follow, be entitled to suspend the Employee from any or all of their duties on full pay where it becomes aware of any potential wrongdoing by the Employee.

## **23. Termination of Agreement**

### **23.1 Termination by Notice**

- (a) During the probationary period, either party may terminate this Agreement by giving one week notice in writing to the other.
- (b) After the probationary period, the Employee's employment may be terminated either by the Employee or by the Company at any time at four weeks' notice (or such greater notice as may be due under the Minimum Notice and Terms of Employment Acts 1973 to 2005).
- (c) The Company may pay the Employee's basic salary in lieu of all or part of any notice period which the Employee or the Company is required to give. Where payment is made in lieu the Employee's employment shall terminate with immediate effect. For the avoidance of doubt, the payment in lieu shall not include any element in relation to:
  - (i) any bonus or commission payments that might otherwise have been due during the period for which the payment in lieu is made;
  - (ii) any payment in respect of any additional benefits which the Employee would have been entitled to receive during the period for which the payment in lieu is made; and
  - (iii) any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made.
- (d) The Employee agrees that the Company may be entitled at its absolute discretion to require them not to attend at work and/or not to undertake all or any of their duties during any period of notice (whether given by the Employee or the Company) or where the Employee notes any intention to leave the employment of the Company ("Garden Leave"). However, during the notice period, the Employee shall continue to be required to hold themselves available to assist with answering any questions or dealing with any other matters relating to their work and the Employee shall remain an employee of the Company. During the notice period the Company shall continue to pay the Employee's salary and contractual benefits. For the reason of business confidentiality, the Employee shall not be in a position to take up new employment until such time as their period of employment with the Company terminates. The Employee may also be subject to such other conditions during the notice period as the Company considers appropriate.

### **23.2 Automatic Termination**

This Agreement shall automatically terminate:

- (a) if any of the conditions and warranties set out in clause 2 were found to be incorrect, or cease to be of effect; or
- (b) if the Employee ceases to be entitled to live or work in Ireland.

### 23.3 Immediate Termination

The Company may without notice and without any payment in lieu of notice terminate this Agreement with immediate effect if the Employee:

- (a) is in serious default or wilful neglect of their duties under this Agreement or commits any serious breach or non-observance, or continues (after warning) with repeated breaches or non-observance, of their obligations under this Agreement or of any rules and regulations made by the Company;
- (b) commits any act of serious misconduct or is responsible for any conduct which in the reasonable opinion of the Board brings them, the Company or any Group Company into disrepute or affects the business of the Company or any Group Company;
- (c) following medical review, is or becomes incapable of continuing to carry out their duties even with appropriate measures (within the meaning of the Employment Equality Acts 1998 to 2015);
- (d) becomes bankrupt or makes any arrangement or composition with their creditors generally; or
- (e) is convicted of any criminal offence, other than an offence which in the reasonable opinion of the Company does not affect their position with the Company.

### 23.4 Reconstruction or Amalgamation

If before the termination of this Agreement the employment of the Employee is determined by reason of the liquidation of the Company for the purpose of reconstruction or amalgamation, or in connection with any arrangement for the reconstruction or amalgamation of the undertaking of the Company not involving liquidation, and the Employee is offered employment with the amalgamating or reconstructed company on terms no less favourable than the terms of this Agreement, the Employee shall have no claim against the Company in respect of such termination of their employment.

### 23.5 Company information

23.5 The Employee shall promptly, whenever requested by the Company and in any event upon the termination of their employment, deliver up to the Company all lists of clients or customers, correspondence and all other documents, records, papers, computer disks, documents held in hard copy, soft copy or virtual storage and all other property which may have been prepared by the Employee or have come into their possession,

custody or control in the course of their employment, and the Employee shall not be entitled to and shall not retain any copies of them.

## **24. Post-Termination Obligations**

24.1 The Employee acknowledges:

- (a) that as a result of their position with the Company, they have or will have access to strategic business, clients' and suppliers' information and Confidential Information and that such Confidential Information has been made available to the Employee under circumstances of trust and confidence;
- (b) that as a result of their position in the Company, the Employee will obtain personal knowledge of and influence over the Company's, the Group's and Group Company's customers and/or personnel and have access to strategic business, client, target clients and customers, and supplier, information and Confidential Information;
- (c) that the Businesses are highly technical, competitive, and international businesses, and that competition by the Employee, would necessarily involve the Employee's use of Confidential Information, to which the Employee was given or gained access by virtue of their position in the Company, and would otherwise constitute unfair competition and would severely injure the legitimate business interests of the Company, Group and/or Group Companies; and
- (d) that the terms of this clause 24 are necessary for the protection of the legitimate business interests and Confidential Information, and that the duration, scope, and geographical territory of the restrictions set out in this clause, to which the Employee agrees, are fair and reasonable.

24.2 Having regard to clause 24.1, the Employee shall not directly or indirectly:

- (a) during their employment and for the period of 12 months after the Termination Date, hold any Material Interest in any business carried on within the United States, the United Kingdom, and the European Economic Area which is of the same nature as that of any of the Businesses;
- (b) during their employment and for the period of 12 months after the Termination Date, within the United States, the United Kingdom, and the European Economic Area seek, solicit, canvass or approach in any capacity whatsoever any business, orders or custom for any Company Products and Services from any Customer or prospective Customer;
- (c) for the period of 12 months after the Termination Date, within the United States, the United Kingdom, and the European Economic Area deal or do business with, in any capacity whatsoever, any Customer or prospective Customer;
- (d) during their employment and for the period of 12 months after the Termination Date, solicit, canvass or entice away or seek to entice away from the Company or any

Group Company any person with whom the Employee had contact and who was at the Termination Date employed or engaged by the Company or any Group Company to work in any of the Businesses as a director or Key Employee;

(e) during their employment and for the period of 12 months after the Termination Date, in relation to a business the same as, or similar to, or in competition with the Business, employ any person with whom the Employee had contact and who was at the Termination Date employed or engaged by the Company or any Group Company to work in any of the Businesses as a director or Key Employee;

(f) at any time after the Termination Date represent himself or permit himself to be held out by any person, firm or company as being in any way connected with or interested in the Company or any Group Company.

24.3 The restrictions imposed by this clause 24 apply to the Employee acting:

(i) directly or indirectly; and

(ii) on their own behalf or on behalf of, or in conjunction with, any firm, company or person.

24.4 The periods for which the restrictions in this clause 24 apply shall be reduced by any period that the Employee spends on Garden Leave (within the meaning of clause 23.1(d)).

24.5 If the Employee receives an offer to be involved in a business concern in any capacity during the appointment, or prior to the expiry of the last of the covenants in this clause 2, the Employee shall give the person making the offer a copy of this clause 24 and shall tell the Company the identity of that person forthwith.

24.6 Because the services of the Employee are unique, the Employee agrees that a remedy of damages for breach or threatened breach of the provisions of this clause 24 would be inadequate and, therefore, the Employee agrees that the members of the Group may seek injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach; provided however, that nothing contained herein shall be construed as prohibiting any member of the Group from pursuing any other rights and remedies available for any such breach or threatened breach.

24.7 If, at the time of enforcement of any of the paragraphs of this clause 24, a court or arbitrator shall hold that the duration, scope or area restrictions stated herein are unreasonable under the circumstances then existing, the parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area, and that the court or arbitrator, as the case may be, shall be allowed to construe or revise the restrictions contained herein to cover the maximum period, scope and area permitted by law. If the Employee breaches any covenant set forth in clause 24, the term of such covenant will be extended by the period of the duration of such breach.

24.8 The Employee expressly acknowledges and agrees that (i) they have carefully read this Agreement and have given careful consideration to the restraints imposed upon them by this clause 24; (ii) they have consulted with their own independent legal counsel with respect to the restraints imposed upon them by this clause 24 should they choose to do so; (iii) they are in full accord as to their necessity; and (iv) the provisions of this clause 24 are an essential inducement to the Company to enter into this Agreement.

24.9 If the Company transfers all or part of its business to a third party (a "**Transferee**"), such that the Employee also transfers along with that business (whether under the European Communities (Protection of Employees on the Transfer of Undertakings) Regulations 2003 or otherwise), the restrictions in this clause shall with effect from the transfer , continue to apply as if references to the Company in this Agreement were references to the transferee, references to any Group Company shall were construed accordingly and if references to the customers, clients, suppliers or employees of the Company were to those of the Transferee.

## **25. Collective Agreement**

There is no collective agreement which directly affects the Employee's employment.

## **26. Employee Policies and Employee Handbook**

The Employee is required to comply with the Company's (or Group's as appropriate) rules, policies and procedures in force from time to time including those contained in the Employee Handbook, a copy of which will be available on the Company's intranet within thirty (30) days of the commencement date herein. In the event of conflict between the terms of any Company employee policies and this Agreement, the terms of this Agreement shall prevail. Company policies may be amended from time to time by the Company at its discretion and do not form part of the Employee's terms and conditions of employment unless otherwise stated.

The Company also offers a number of discretionary benefits in addition to your statutory entitlements for certain employees who have completed probation. Further details are included in the company handbook.

## **27. Notification**

27.1 The Employee is required to notify the Company in writing of any changes in their personal circumstances which shall be of relevance to the Company as their employer, including, but not limited to, any change of address or telephone numbers.

27.2 The Employee must notify the Company in the event that they are prosecuted for any offence (other than a minor motoring offence which does not involves a sentence of imprisonment), and must keep the Company informed as to the progress and outcome of any prosecution. This information will be kept strictly confidential by the Company until

such time it may enter the public domain (other than through a breach of this clause by the Company).

27.3 The Employee must notify the Company immediately in the event of their becoming aware of any leak or misuse of Confidential Information by any employee, agent or officer of the Company or any other Group Company.

27.4 The Employee must, in accordance with any policy in place, notify the Company immediately in the event of their becoming aware of any leak or misuse or any wrongdoing by any employee, agent or officer of the Company or any other Group Company.

27.5 The Employee agrees to immediately notify the Company about any change to their entitlement to work for the Company in Ireland, including, but not limited to, the cessation of such entitlement. If the Employee's lawful employment in Ireland is subject to the Company making an application for a visa, permission or any other approval in respect of the same, it is a condition of the Employee's employment that they cooperate with any such application and provide the Company with any information, assistance and documents as the Company may specify.

## **28. General Provisions**

### **28.1 Prior Agreements**

This Agreement sets out the entire agreement and understanding of the parties and is in substitution for any previous contracts of employment or for services between the Company or any of its Group Companies and the Employee (which shall be deemed to have been terminated by mutual consent).

### **28.2 Waiver**

A waiver by either party of any breach by the other party of any of the provisions or conditions of this Agreement or the acquiescence of such party in any act (whether of commission or omission) which, but for such acquiescence, would be a breach as aforesaid, shall not constitute a general waiver of such provision or condition or of any subsequent act contrary thereto.

### **28.3 Variation**

The Company reserves the right to make changes to the Employee's terms and conditions of employment at any time. Where possible, such changes shall be notified to the Employee at least one month before they take effect.

### **28.4 Counterparts**

This Agreement may be executed by any number of counterparts each in the like form, all of which taken together shall constitute one and the same document and any party may execute this Agreement by signing any one or more of such counterparts.

## 28.5 Accrued Rights

The expiration or termination of this Agreement however arising shall not operate to affect such of the provisions of this Agreement as are expressed to operate or have effect after such expiration or termination and shall be without prejudice to any accrued rights or remedies of the parties.

## 28.6 Severability

If any covenant or provision above contained shall be determined to be void or unenforceable in whole or in part for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining covenants or provisions or parts thereof contained in this Agreement, and such void or unenforceable covenant or provision shall be deemed to be severable from any other covenants or provisions or parts herein contained. If any covenant herein contained shall be held to be unreasonable by reason of the area, duration or type or scope of service or business or matter covered by such covenant, then effect shall be given to the covenant in such reduced form as may be decided by any court of competent jurisdiction.

The Employee hereby acknowledges and agrees that all of the restrictions imposed upon them herein are reasonable and valid and hereby waives any and all defences to the strict enforcement thereof by the Company.

## 28.7 Notices

Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand or sent by registered post addressed to the party to which such notice is to be given. Any such notice shall be deemed to have been duly given at the time of delivery if hand delivered, or 48 hours after posting if sent by registered post as aforesaid.

## 28.8 Proper Law and Jurisdiction

The validity, construction and performance of this Agreement, and any non-contractual obligations arising herefrom, shall be governed by the laws of Ireland and the courts and tribunals of Ireland shall have exclusive jurisdiction in any proceedings in any matter concerning or arising out of this Agreement, and any non-contractual obligations arising herefrom.

## SCHEDULE

### INTERPRETATION AND DEFINITIONS

1. In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

**"The Board"** means the Board of Directors of the Company.

**"Businesses"** means:

- (a) all and any trades or other commercial activities carried on with a view to profit by the Company or any Group Company at the Termination Date, including the business of talent acquisition, candidate relationship management, candidate communication, onboarding, offer letter management, talent analytics, artificial intelligence or machine learning, recruitment marketing, through the development, distribution, marketing, licensing and sale of software or similar digital technologies related to such business, and any other services of the type or similar to the type provided, conducted, authorized, or offered by the Company or any Group Company with which the Employee shall have been concerned or involved to any material extent at any time during the 24 months prior to the Termination Date; or
- (b) all and any trades or other commercial activities which the Company or any Group Company shall at the Termination Date have considered or determined to carry on with a view to profit in the immediate or foreseeable future.

**"Company Products and Services"** means all and any products and/or services of the same type as or similar to any products and/or services supplied by the Company or any Group at the Termination Date.

**"Confidential Information"** means information (whether or not recorded in documentary form, or stored on any disk or memory (whether virtual, hard storage or otherwise)) which is not in the public domain and/or is treated by the Company or Group as confidential (which shall always include matters relating to Intellectual Property), and which relates to the business, methods, products, research & development projects, affairs, business contacts, business opportunities and finances of the Company and the Group for the time being; and trade secrets including, without limitation, technical data and know-how relating to the business of the Company and the Group.

**"Customer"** means any person, firm or company who or which shall at the Termination Date be negotiating with the Company or any Group Company for the provision of any Company Products and Services or to whom or which the Company or any Group Company shall at any time during the period of two years prior to the Termination Date have provided any Company Products and Services.

**"Group"** means the Company, its subsidiaries, holding company(s) and any other company within the Company's Group of Companies (within the meaning given to such terms in sections 7 and 8 of the Companies Act 2014); and "Group Company" means any one of them.

**"Intellectual Property"** means inventions, designs, ideas, concepts, innovations, algorithms, software, copyrights, patents, utility models, trademarks, design rights (whether registered or unregistered), database rights, secret process, proprietary

information rights and all other similar proprietary rights and applications for such rights as may exist anywhere in the world.

**"Key Employee"** means any person who was at any time within three months of the Termination Date employed by the Company or any Group Company to work in any of the Businesses as a director, senior manager or salesperson or with a gross salary in excess of €75,000, and with whom the Employee had contact in the course of their employment.

**"Material Interest"** means:

- (a) the holding of any position as director, officer, employee, consultant, partner, principal or agent;
- (b) the direct or indirect control or ownership (whether jointly or alone) of any shares (or any voting rights attached to them) or debentures save for the ownership for investment purposes only of not more than 3 per cent of the issued ordinary shares of any company whose shares are listed or dealt in on any recognised stock exchange or securities market; or
- (c) the direct or indirect provision of any financial assistance.

**"Prior Inventions"** means all Intellectual Property conceived, made or developed wholly or partially by the Employee (whether alone or in conjunction with any other person or persons) prior to the commencement of the Employee's employment with the Group and which have not been assigned to the Company or any Group Company.

**"Supplier"** means any person, firm or company who or which shall at the Termination Date be engaged with the Company or any Group Company for the provision of any products or services to the Company or to whom or which the Company or any Group Company shall at any time during the period of two years prior to the Termination Date have received any products or services.

**"Termination Date"** means the date of termination of this Agreement.

2. The headings and marginal headings to the clauses are for convenience only and have no legal effect.

3. Any reference in this Agreement to any Act or delegated legislation includes any statutory modification or re-enactment of it or the provision referred to.

4. References to the employment of the Employee are to their employment by the Company whether or not during the continuance of this Agreement.

5. A 'person' shall include any company, corporation, firm, partnership, joint venture, unincorporated association, organisation or trust (in each case whether or not having separate legal personality) and references to any of the same shall include a reference to each of them.

6. The masculine gender shall include the feminine and the single shall include the plural and vice versa.

7. 'Writing' or 'written' shall include any means of visible reproduction.

## APPENDIX 1

At iCIMS, we're transforming how people connect with opportunity through intelligent, human-centered technology. As a Data Engineer, you'll play a critical role in building the next generation of our Talent Cloud platform. This position offers the opportunity to work on high-impact data systems that power analytics, business intelligence, and AI capabilities for global customers. You'll design and optimize scalable pipelines, storage solutions, and frameworks that enable data-driven decision-making across the enterprise. You'll collaborate with software engineers, data scientists, and product leaders in a culture that values innovation, ownership, and continuous learning.

If you're passionate about solving complex data challenges and want to work on cutting-edge technology that shapes the future of talent acquisition, this is your opportunity. This is a hybrid role based in Dublin city centre, our strategic hub for AI development in Ireland. You'll enjoy a modern workspace designed for collaboration and innovation, with flexibility to work both onsite and remote.

- Design, develop, and maintain scalable data pipelines to collect, process, and store data from multiple sources
- Build and optimize data infrastructure to support analytics, reporting, and AI/ML workloads
- Implement event sourcing and streaming architectures (e.g., Kafka, AWS Kinesis) for autonomous agents and reactive systems
- Apply security-by-design principles, data governance, and best practices to all data solutions, ensuring compliance with enterprise standards and regulatory requirements
- Collaborate with engineering, product, and business stakeholders to deliver reliable data solutions
- Troubleshoot and resolve data-related issues whilst ensuring data quality and integrity
- Stay up to date with the latest industry trends and technologies to drive innovation within the team
- Contribute to best practices, frameworks, and tools for data engineering excellence

- Bachelor's degree in Computer Science, Engineering, or related field (or equivalent professional experience)
- 3+ years of relevant Data Engineering experience
- Proficiency in Python; familiarity with Java
- Strong SQL skills and experience with relational and non-relational databases
- Hands-on experience with cloud platforms (AWS preferred) and services like S3, Redshift, or BigQuery
- Experience with streaming platforms (Kafka, AWS Kinesis) and event-driven architectures
- Understanding of data modelling, warehousing, and schema design principles
- Familiarity with data transformation tools (e.g., dbt), BI platforms (e.g., Looker, Tableau), and API development for data consumption
- Knowledge of version control (Git), CI/CD pipelines, and security principles for data systems
- Strong analytical and problem-solving skills with intellectual

curiosity - Strong communication and collaboration skills across both technical and non-technical teams

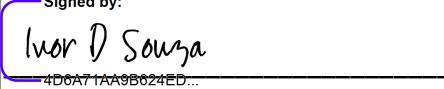
## APPENDIX 2

### PRIOR INVENTIONS

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

Signed by Laura Coccaro For and on behalf of iCIMS, Inc.,  in the presence of:	 _____   _____  Courtney Dutter _____
Signature of Witness	
Name of Witness	
Address of Witness	

Occupation of Witness	_____

Signed by Ivor D Souza, in the presence of:	<p>Signed by:  Ivor D Souza 4D6A71AA9B624ED...</p>
Signature of Witness	_____
Name of Witness	Job Alexander _____
Address of Witness	N37 H598 _____
Occupation of Witness	_____