

Gopaluni Venkata Sai Sri  
Susmita  
2 Rayleigh Close,  
Shenley Church End,  
Milton Keynes,  
Buckinghamshire  
MK56ET

2 Fountainhall Road  
Aberdeen  
Aberdeen City  
AB15 4DT  
+44 (0)870 11 22 000  
HR@Inoapps.com

28<sup>th</sup> July 2022

Dear Susmita,

**Subject: Letter of Offer**

As discussed, you are planning to move to the UK with your husband who has secured sponsorship with a UK business. Inoapps do not currently have a UK role to transfer you into, but we can offer to transfer your existing India role to the UK at the same salary.

It is therefore with pleasure that I can offer you a permanent position with Inoapps Limited.

<b>Job Title:</b>	Technical Developer
<b>Start Date:</b>	5th September 2022
<b>Annual Salary:</b>	£22,984 per annum
<b>Benefits:</b>	25 days plus public holidays Pension: 5% Salary Sacrifice, 3% Employer Contribution Inoapps Flexible Benefits Portal
<b>Standard Work Hours:</b>	Standard: 8:30am-5:00pm, one hour lunch break per day
<b>Base Location:</b>	Remote worker

Inoapps will also pay for the air ticket to the UK for you and your son. As you have already booked these flights please expense back the cost through the internal system.

This offer is subject to proof of your eligibility to work in the UK, therefore please forward copies of your UK dependant visa to [HR@inoapps.com](mailto:HR@inoapps.com).

Please confirm in writing your acceptance of these terms.

Yours sincerely,



Kim Cutts, Head of HR



Inoapps Employee Contract  
Version 4.0  
Gopaluni Venkata Sai Sri Susmita

## **WRITTEN STATEMENT OF TERMS & CONDITIONS OF EMPLOYMENT**

This document sets out the principal terms and conditions of your employment and incorporates the written particulars required by the Employment Rights Act 1996 as amended. This document also constitutes the contract of employment between Inoapps Limited whose place of business is situated at 2 Fountainhall Road, Aberdeen, AB15 4DT (hereinafter referred to as “the Company”) and Gopaluni Venkata Sai Sri Susmita who lives at 2 Rayleigh Close, Shenley Church End, Milton Keynes, Buckinghamshire, MK56ET (hereinafter referred to as “the Employee”).

### **1 COMMENCEMENT OF EMPLOYMENT**

Your employment with the Company in terms of this contract of employment begins on 5<sup>th</sup> September 2022. Your period of continuous employment for statutory purposes begins on 6<sup>th</sup> January 2022. No previous employment counts as continuous employment with this or any associated employer.

### **2 JOB TITLE**

Your job title is Technical Developer and you will be required to undertake all the duties that are within your capabilities within the context of this job title. The Company reserves the right to alter your job title if the needs of the business so require.

### **3 JOB DESCRIPTION**

Because of the evolving nature and changing demands of our business, you must understand that your job description is to be regarded as a guide only, providing examples of the kinds of duties you will be required to undertake. Your duties may vary from time to time and you will be given due notice of any such changes.

You will also be required to work in any department of the Company as may be required from time to time in order to meet the needs of the business.

### **4 SALARY**

- 4.1 Your salary is £22,984 per annum. Your salary will be paid in equal monthly instalments by bank transfer on the last working day of the month. N.B. For employees on a fixed term contract, your salary will be pro rata of the annual amount. Please note that if your joining date is the 15<sup>th</sup> of the month or later, your first payroll may be the end of the month following your joining date.
- 4.2 In addition to your remuneration as stated above, the Company may operate a bonus scheme in accordance with the terms of which sums may be paid to you at the absolute discretion of the Company who may suspend or discontinue such payments at any time. The payment of

any such additional bonus will not be deemed to be part of your contractual remuneration hereunder. The making of such bonus payments in respect of one year or period shall not infer or imply the right to receive such bonus payments in respect of any future or other period. The Company reserves the right to take account of various factors at its discretion in deciding whether or not to pay any bonus which may include the Company's financial performance and the employee's work performance, contribution and attitude. It is also a condition of receipt of any bonus that you are in active employment with the Company as at the date of notification of the bonus and are not under notice of termination of employment whether from the Company or you.

## 5 HOURS OF WORK

- 5.1 **Standard:** The normal working week consists of a total of 37.5 working hours between 8:30am - 5:00pm, one hour lunch break per day, Monday to Friday inclusive.
- 5.2 Because of the nature of your position in the Company, you may be required to work additional hours as necessary for the proper performance of your duties and this may on occasion mean that you will work in excess of normal business hours and in some cases during evenings, weekends or bank or public holidays.
- 5.3 There will be no contractual additional payment above that stated in Clause 4.1 for any additional hours that you may be required to work. On occasion at its discretion the Company may however make additional payments.
- 5.4 It is an essential condition of your employment that you are available to be on-call during such periods as may be required by the Company. During such periods, you will participate in on-call work in accordance with a rota which will be intimated to you in advance. No additional payments above those stated in Clause 4.1 will be given in respect of availability for or participation in on-call work, nor will any time off in lieu be given.
- 5.5 You acknowledge and agree that your working time is unmeasured in accordance with Regulation 20 of the Working Time Regulations 1998 and that accordingly Regulations 4(1) and (2), 6(1), (2) and (7), 10(1), 11(1) and (2) and 12(1) of the Regulations do not apply to your employment with the Company.]

## 6 HOLIDAYS

- 6.1 You are entitled to take 25 working days in each holiday year, which runs from 1st January to 31st December and you will be paid your normal basic remuneration during such holidays. In addition you will be entitled to 8 public/local holidays. For the avoidance of doubt your holiday

entitlement includes all public/local holidays and statutory holidays (including any additional leave) required under the Working Time Regulations 1998.

- 6.2 The Company shall notify Employees at the beginning of the year of the exact dates of these holidays. Apart from the three fixed days over the festive season, the public/local holidays are flexible and may be taken to suit so long as it does not conflict with business priorities. Please note that holidays will be prorated for any employees on a fixed term contract. If you are absent from work for reasons of sickness or injury, and your absence lasts a period of 7 calendar days or more (including Saturdays and Sundays), you will not accrue contractual leave in respect of such period additional to any statutory minimum annual leave entitlement that you may have. Exceptions may be made for those individuals covered under the Equality Act. If you are a part time employee, your holiday entitlement is calculated on a pro rata basis in accordance with the entitlement full-time employees of 25 + public/local days per the complete holiday year.
- 6.3 If your employment commenced or terminates part way through the holiday year your entitlement to holidays during that year will be assessed on a pro rata basis. Deductions from final salary duty on termination of employment will be made in respect of any holidays taken in excess of your entitlement.
- 6.4 A maximum of five days holiday may be carried over to the next holiday year in exceptional circumstances. This is in the event you have 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. Please speak to HR for details of the policy surrounding this.
- 6.5 No payments in lieu will be made for any outstanding holiday entitlement, except where the employment relationship is terminated.
- 6.6 Holidays must be taken at times convenient to the Company and at least four weeks' notice of intention to take holiday must be given to your Line Manager. Where too many employees require the same holiday period, holidays will be granted on the basis of first request, first approved.
- 6.7 The Company may require you to take holidays at certain times of the year. You will be notified of this at least four weeks in advance.
- 6.8 All holiday pay entitlement is calculated in accordance with your normal remuneration.

- 6.9 The Company reserves the right to require that any outstanding holiday entitlement is taken during any period of notice, whether given by you or the Company.
- 6.10 Where termination of your employment is due to gross misconduct or where the full contractual notice period is not given and worked, unused holiday pay will not be paid, apart from any payment required under the Working Time Regulations 1998.

## **7 PLACE OF WORK**

- 7.1 Your primary place of work is Home Address . You may be required to work either on a temporary or permanent basis at any of the Company's other locations as you may be directed from time to time.
- 7.2 As part of your duties, you may be required to travel in the UK or overseas as the Company may from time to time require should the need arise. This may further involve travelling outside normal business hours should the need arise.

## **8 NOTIFICATION OF ABSENCE AND SICK PAY ENTITLEMENT**

- 8.1 The Company's rules and procedures in relation to the notification of absence are set out in the Employee Handbook.
- 8.2 Payment for periods of absence due to authorised sickness will be made in accordance with the current Statutory Sick Pay Scheme. The qualifying days for Statutory Sick Pay purposes are your normal working days.
- 8.3 Any entitlement to Company Sick Pay is inclusive of any payments made under the Statutory Sick Pay Scheme. When Company Sick Pay is exhausted you will revert to Statutory Sick Pay, subject to eligibility.
- 8.4 If you have been on long term sick leave continuously for more than a year you will not qualify for Company Sick Pay again until you have returned to work for a total of 26 weeks.
- 8.5 The Company reserves the right to alter, change, modify or withdraw the terms of this sick pay scheme at any time. The making of any such payments under this scheme in any one period shall not infer or imply the right to receive further payments in respect of any future or other periods.
- 8.6 The Company reserves the right to require you to undertake a medical examination by a GP and/or Specialist appointed by the Company. You are required to disclose to the Company any disability or medical condition which might affect your ability to carry out any of your duties.

- 8.7 If you are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of rules, procedures or contractual obligations, you will not be entitled to sickness payment from the Company (other than SSP).
- 8.8 There is no requirement that sick pay must have been exhausted before management may take a decision to dismiss. Any entitlement to sick pay will cease upon termination of employment for whatever reason.

## 9 PENSION SCHEME

From the first day of your employment you will, if you meet the qualifying earnings and age criteria automatically be enrolled into the Inoapps Group Personal Pension Scheme ("the Pension Scheme") as part of the Company's duties under Part 1 of the Pensions Act 2008. The Company and you will both contribute to your plan within the Pension Scheme every month subject to the Pension Scheme's governing documentation in force from time to time (you will have the option to opt of the scheme once you are in).

To save you national insurance and to be more tax efficient the Company will use salary sacrifice. This means your gross monthly salary will be reduced by 5% and an amount equal to that 5% will be paid into your plan within the Pension Scheme by the Company. The Company will also pay a sum equal to a percentage of your gross monthly salary, in line with your offer of employment, each month into your plan. You have the option to opt out of the salary sacrifice, the 5% reduction will be restored and you will have to make this contribution by a deduction from salary actually paid to you.

You agree that any member contributions due to the Pension Scheme will automatically be deducted from your pay.

Full details of the Pension Scheme can be obtained from HR.

## 10 OTHER PAID LEAVE

You 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:

- statutory maternity leave
- statutory paternity leave;
- statutory adoption leave;
- shared parental leave;
- parental bereavement leave;

- compassionate leave;
- jury service.

Further details of such leave (and your pay during such leave) are set out in the Employee Handbook or available from HR.

We may replace, amend or withdraw the Company's policy on any of the above types of leave at any time.

## 11 TRAINING

During your employment you are entitled to take part in various training courses which we may provide from time to time in-house.

Details on training courses can be obtained from your Manager or HR.

## 12 COMPANY BENEFITS

You will be provided with access to the Inoapps Flexible Benefits Portal, subject to any rules applicable to the relevant benefit.

Benefits under this scheme form part of your compensation package and are in substitution for certain specified benefits elsewhere stated in your terms of employment. Accepting any choices on the Benefits portal amends this statement of my terms and conditions of employment.

Some of the benefits available on the Benefits Portal are operated under a Salary Sacrifice arrangement and you should be aware that this will impact on your entitlement to other Salary-related benefits.

The Company reserves the right to amend or withdraw the contents of the Benefits portal at any time and at its absolute discretion.

Further information on the portal is available from the HR Manager.

## 13 EXPENSES

You will be reimbursed for all reasonable expenses relating to travel and accommodation and other out of pocket expenses wholly and exclusively and necessarily incurred by you in the proper performance of your duties, subject to the expenses having been previously authorised by a Director and upon production of all receipts or other evidence of actual payment of the expenses as the company may reasonably require.



## 14 PROBATIONARY PERIOD

- 14.1 During your first three months of employment with the Company you will serve a probationary period. During that time, management will review and monitor your work, performance and progress.
- 14.2 Unsatisfactory job performance or general unsatisfactory conduct during this period may culminate in your employment being terminated either during or upon completion of your probationary period in terms of Clause 15.1 below.
- 14.3 The Company reserves the right to extend your probationary period if in its opinion you have not reached the standards required and need some additional time to do so. Should the probation date pass before a review meeting has taken place, then your probationary period will be automatically extended until such time as a review meeting takes place to officially sign off or extend it.
- 14.4 After completion of your probationary period, your employment will be subject to notice of termination of employment in accordance with Clause 15.5 below.

## 15 NOTICE

- 15.1 During your probationary period, you are entitled to two weeks notice of termination of employment. The minimum notice period you are required to give during your probationary period is two weeks. Such notice must be in writing.  
Upon satisfactory completion of probation, you will be entitled to three months' notice. You are required to give the Company three months' notice of termination of employment at any time after satisfactory completion of your probationary period.
- 15.2 No notice or payment in lieu of notice will be given by the Company if your employment is terminated on grounds of your material breach of contract or gross misconduct.
- 15.3 In the event of Clause 15.3 above, the Company reserves the right at its discretion to terminate your employment at any time with or without notice in terms of this clause without the requirement of invoking the disciplinary procedure referred to at Clause 16.6 below.
- 15.4 Should you leave without notice or during your notice period without the permission of the Company, the Company reserves the right to deduct a day's pay for each day not worked during the notice period. This may include deduction of wages or salary or accrued holiday pay or other monies due to you. In any case where the Company agrees (in writing) to waive the need for you to work out your notice, this paragraph will not apply.
- 15.5 The nature of the Company's business is such that clients of the Company at their discretion may refuse any employee to participate further in any work or contract being carried out for the client. In any such case, the Company will endeavour to place you on any other available

work. If there is no other available work, the Company may be left with no option but to terminate your employment with notice or pay in lieu of notice.

- 15.6 If your employment with the Company terminates within 6 months of any training/exams that you have been required to undertake as appropriate for your job, the full cost of the training/exam will be deducted from your final salary. If your employment with the Company terminates within 12 months of the training/exam being completed half the cost of the training/exam will be deducted from your final salary. If any balance remains outstanding you agree to reimburse the Company immediately.
- 15.7 The Company reserves the right to require you not to carry out your duties or attend your place of work during your notice period.
- 15.8 The Company may at its entire discretion make a payment to you in lieu of notice instead of requiring you to work out the whole or part of any notice period. For the avoidance of doubt, the payment in lieu shall not include any element in relation to:
- (a) any bonus payments that might otherwise have been due during the period for which the payment in lieu is made;
  - (b) any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made; and
  - (c) any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made.
- 15.9 If you decide to terminate your employment, your resignation must be in writing; the Company will then reply in writing indicating acceptance of your resignation.

## 16 DISCIPLINARY PROCEDURE

The Company's disciplinary procedure is set out in the Employee Handbook. However, you do not have a contractual right to the benefit of this disciplinary procedure and the Company reserves the right to change this procedure from time to time without prior notice.

If you are dissatisfied with any disciplinary decision taken against you, you should raise this with the next level of management, where appropriate. Further details of the Appeal Procedure are set out in the disciplinary procedure/Employee Handbook.

The Company has the contractual right to temporarily suspend you from work on full pay, in circumstances which the Company considers to be particularly serious or where further investigation or consideration appears to the Company to be desirable.

## 17 GRIEVANCE PROCEDURE

The Company grievance procedure which you are expected to follow in the event that you have a grievance relating to your employment is set out in the Employee Handbook.

## 18 OUTSIDE BUSINESS INTERESTS

It is expected that you will devote your whole time and attention to the Company during your working time. During your employment (except with the express written permission of the Managing Director), you are expected not to undertake any other paid employment outside working hours, nor are you permitted to have any interest in any business or undertaking or engage in any other activities which might interfere with the performance of your duties hereunder or otherwise give rise to a conflict of interest.

## 19 ACCEPTING OR OFFERING IMPROPER INDUCEMENTS

It is strictly forbidden to offer to any third party or accept any benefit whether financial or in kind from any other party (other than your proper remuneration from the Company). It is strictly forbidden to accept gifts or hospitality other than by way of a token nature from any person or business with whom you are involved in Company business. You must always clear the position with the Managing Director before accepting any gift or hospitality whatever the nature.

## 20 SUBSTANCE ABUSE

It is the policy of the Company to ensure and maintain a safe and healthy working environment for all. To this end, the Company prohibits possession, use or sale of alcohol or illegal drugs “prohibited substances” in the workplace and requires employees and contractors to be free from such prohibitive substances and their effects upon entering Company premises.

The use of prohibited substances, whether or not during normal working hours, can result in the inability to perform work satisfactorily or safely. Therefore, the Company reserves the right to conduct tests (including “with cause” or “on suspicion” OR “random”) to determine whether any employee is under the influence of prohibited substances. These tests will be performed by suitably qualified persons. Positive results from any such tests may result in disciplinary action up to and including summary dismissal. A refusal to take a test will be investigated under the Company’s disciplinary procedure and could result in disciplinary action.

## 21 HEALTH AND SAFETY AT WORK

You are required to comply with the Company's rules concerning health and safety at work. Failure to abide to the Company's rules on health and safety at work may result in disciplinary action up to and including summary dismissal.

## 22 COMPANY RULES AND PROCEDURES

You are expected to abide by and follow all of the Company's rules and procedures which may be introduced and varied from time to time by the Company.

## 23 INTELLECTUAL PROPERTY

During your employment with the Company you may make, discover or create Intellectual Property in the course of your duties. In this regard, you have special obligations to the Company which are set out in Appendix 1 which is attached to this Written Statement.

## 24 CONFIDENTIALITY

It is recognised that you will during your employment have access to confidential information. In this regard, you have special obligations to the Company which are set out in Appendix 2 which is attached to this Written Statement.

## 25 DATA PROTECTION

- 25.1 You hereby acknowledge that the Company will hold personal information about you as a necessary part of its personnel and other administrative records. The Company holds the data securely in electronic and/or paper format. The processing of the data is limited to what is necessary to fulfil contractual and legal obligations to you, for necessary management purposes and, where necessary, for the legitimate interests of the company.
- 25.2 This processing may include making such information available to those who provide products and/or services to the Company (including, but not limited to, advisers and payroll administrators), regulatory authorities, potential purchasers of the Company or the business in which you work, as may be required by law and, if, in the Company's view, such disclosure connected to third parties is legitimate and necessary for the proper conduct of the Company's business or that of any subsidiary, associated or holding companies of the Company.
- 25.3 All personal data is stored and retained in a manner compatible with the applicable data protection legislation, as amended from time to time. Any third party that processes data on behalf of the Company shall do so in a manner compliant with the applicable data protection legislation, as amended from time to time.

- 25.4 In the event that the Company is required to obtain additional personal data e.g. information about your physical or mental health in order to allow the Company to make appropriate decisions in the workplace, the Company will advise you and obtain any applicable consent from you at that time.
- 25.5 Further information regarding the personal information that is processed by the Company is detailed in the Privacy Notice for Employees and the Employee Handbook.

## 26 RESTRICTIVE COVENANT

Given your position in the Company, it is recognised that certain restrictions are necessary and reasonable to protect the legitimate business interests of the Company. These are set out at Appendix 3 which is attached to this Written Statement.

## 27 COLLECTIVE AGREEMENTS

There are no Collective Agreements affecting your Terms and Conditions of Employment.

## 28 COMPANY INDEMNITY AND DEDUCTIONS

- 28.1 Where any losses are sustained in relation to the property or monies of the Company, client, customer, visitor or other employee, during the course of your employment which the Company determines was caused through your carelessness, negligence, recklessness or through breach of the Company's rules or any dishonesty on your part, the Company reserves the right to require you to repay any of the said losses, either by deduction from salary or any other method acceptable to the Company.
- 28.2 The Company also reserves the right to withhold payment or deduct from your salary a day's pay for each day of unauthorised absence. In addition, the Company reserves the right in such circumstances to institute any disciplinary action considered necessary.
- 28.3 Where it applies to you, failure to reconcile your company credit on a monthly basis, may result in a deduction of your wages being made.

## 29 AMENDMENTS

Subject to future requirements or circumstances, the above terms and conditions may be varied from time to time by the Company. You shall be notified in writing of any such changes.

## 30 GOVERNING LAW

This Written Statement of Terms and Conditions of Employment shall be governed by and construed in accordance with the law of Scotland.

### 31 LAYOFFS AND SHORT-TIME WORKING

The Company reserves the right to lay you off or require you to work short-time without your normal remuneration on a temporary basis if this is considered necessary. You will be given as much notice as is reasonably practicable given the particular circumstances necessitating the lay off. Where applicable, guarantee payments will be made in accordance with statutory provisions.

### 32 EMPLOYEE HANDBOOK

The Employee Handbook is available from HR or accessible on the Employee Portal. You should be aware that the handbook does not form part of this contract of employment. The Company reserves the right (to be exercised reasonably) to amend the contents of the Employee Handbook.

### 33 PREVIOUS AGREEMENTS

This Agreement, which is effective from the date of signature, supersedes all other agreements whether in writing or otherwise.

### 34 SIGNATURE

**Reference:** Gopaluni Venkata Sai Sri Susmita Employee Contract



28/07/2022

\_\_\_\_\_  
(Signed on behalf of the Company)

\_\_\_\_\_  
(Date)

You are asked to acknowledge receipt of this Contract of Employment which details your terms and conditions of employment. This should be done by signing both copies of the contract and returning one copy, within 7 days from the date detailed at the head of this contract.

I acknowledge receipt of this Contract of Employment and my own copy of the Employee Handbook/accompanying disciplinary and grievance procedures and confirm that I have read and accept this Contract and the accompanying procedures contained within the handbook relating to my employment.

I understand that a permanent copy of the Employee Handbook is kept on the Employee Portal.

\_\_\_\_\_  
(Employee)

\_\_\_\_\_  
(Date)

# APPENDIX 1

## INTELLECTUAL PROPERTY

1. In this Clause "Intellectual Property" includes patents, trademarks whether registered or unregistered, registered or unregistered designs, trade or business names, utility models, database rights, copyrights (whether registered or not), design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, confidential information, knowhow, processes, formulae, trade secrets, ideas and any research effort whether registerable or not, moral rights and any similar rights in any country.
2. It is foreseen that you may make, discover or create Intellectual Property in the course of your duties with the Company and in this respect you have a special obligation to further the interests of the Company.
3. Subject to the provisions of the Patents Act 1977, the Registered Designs Act 1949 and the Copyright Designs and Patents Act 1988, if at any time during your employment with the Company you make or discover or participate in the making or discovery of any Intellectual Property in connection with, or in any way affecting or relating, directly or indirectly, to the business for the time being carried on by the Company or any Group Company, or capable of being used or adapted for use therein or in connection therewith, the Intellectual Property and full details thereof shall immediately be disclosed by you to the Company and shall (subject to sections 39 to 43 of the Patents Act 1977) belong to and be the absolute property of the Company or such Group Company as the Company may nominate for the purpose. At the request and expense of the Company or its nominee you shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the Intellectual Property to the best advantage and shall execute all documents and do all things which may be necessary or desirable for, or incidental to, obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting said patent or other protection when obtained and all right, title and interest in and to the same absolutely and as sole beneficial owner in the Company (or its nominee) and enabling the Company and its assignees to enforce any such Intellectual Property. You hereby irrevocably and unconditionally waive all moral rights (as defined in the Copyright Designs and Patents Act 1988) in respect of such Intellectual Property together with all similar rights in all jurisdictions to the fullest extent possible.
4. You agree to irrevocably appoint the Company to be your agent in your name and on your behalf to sign, execute or do any such instrument or thing and generally to use your name for the purpose

of giving to the Company (or its nominee) the full benefit of the provisions of this Clause and in Partner





favour of any third party. A certificate in writing signed by any Director or the Secretary 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.

5. If the Intellectual Property is not the property of the Company, the Company shall subject to the provisions of the Patents Act 1977 have the right to acquire for itself or its nominee any rights you may have in the Intellectual Property within three months after disclosure pursuant to Clause 3 above on fair and reasonable terms to be agreed or settled by a single arbiter in the absence of agreement between the parties.
6. Rights and obligations under this Clause shall continue in force after the termination of your employment in respect of Intellectual Property made during your employment with the Company.

## APPENDIX 2

### CONFIDENTIALITY

1. You shall not, either during your employment, otherwise than in the proper course of your duties, or thereafter, without the consent in writing of the Company being first obtained, divulge to any person, firm or company and shall during the continuance of your employment use your best endeavours to prevent the publication or disclosure of any confidential information of the Company and any Group Company or any of its or their secrets, dealings or transactions whatsoever which may have come or may come to your knowledge during your employment or previously or otherwise and which include (without limitation) information relating to the following matters:
2. the business, finances, products, dealings, transactions and affairs of the Company and any Group Company;
3. financial and statistical information regarding the affairs of the Company and any Group Company;
4. raw materials, inventions, formulae and formulations, methods of treatment, production, process and production controls including quality controls, current activities and future exploration activities, developments, production or sales including the timing of all or any such matters;
5. customer lists and details of their particular requirements, price and cost information;
6. suppliers and details of their production and delivery capabilities;
7. business plans and programmes, merchandising opportunities, expansion plans including strategies regarding the purchase or sale of assets or the formation of joint ventures and other business combinations;
8. development and manpower plans;
9. the development of new products, production or design or technical specifications including all data, methods and techniques, marketing data, operating procedures and designs relating to the business of the Company and any Group Company including tax structures and policies which are not in general use and may be deemed to represent a competitive advantage to the Company or any Group Company;
10. analysis made by or views taken by the Company and any Group Company in respect of the business, finances, dealings, transactions and affairs or customers of the Company and any Group Company or of third parties; and
11. in respect of which the Company and any Group Company is bound by an obligation of confidentiality to a third party and in particular, information relating to the business, finances, dealings, transactions and affairs of customers of the Company and any Group Company.



12. This restriction shall cease to apply to information or knowledge which may (otherwise than by reason of your default) become available to the public generally without requiring a significant expenditure of labour, skill or money.
13. You are required to deliver to the Company before the end of your employment or immediately after should your employment terminate without notice all papers, documents, keys, credit cards, cars, Company computer system passwords and all other property belonging to the Company.
14. You are not permitted to represent yourself as an authorised agent for the Company except in the course of the proper performance of your duties or where authorised so to do. When your employment ceases, you must not hold yourself out in any business context as being an employee of the Company.
15. Nothing in this clause shall prevent you from making a protected disclosure in accordance with and subject to the provisions of the Public Interest Disclosure Act 1998.

## APPENDIX 3

### RESTRICTIVE COVENANT

1. The parties agree that the following clauses are wholly necessary and are reasonable to protect the legitimate business interests of the Company:-
2. You shall not for a period of 6 months after the termination of your employment (without the previous consent in writing of the Company) and whether on your own account or for any other person, firm or company directly or indirectly in connection with any business similar to or in competition with the business of the Company solicit or canvass or endeavour to entice away from the Company any person, firm or company who at any time in the twelve months prior to the end of your employment is or was (a) negotiating with the Company for the supply of goods or services, (b) a client or customer of the Company and/or (c) in the habit of dealing with the Company, where the soliciting or enticing relates to goods or services which are competitive with the type supplied by the Company and in respect of the supply of which you were engaged or concerned in the twelve months prior to the end of your employment and where you (or one of your subordinates) dealt or had contact with that person;
3. You shall not for a period of 6 months after termination of your employment (without the previous consent in writing of the Company) and whether on your own account or for any other person, firm or company directly or indirectly in connection with any business similar to or in competition with the business of the Company do any business with, accept orders from, or have any business dealings with any person, firm or company who at any time in the twelve months prior to the end of your employment is or was (a) negotiating with the Company for the supply of goods or services, (b) a client or customer of the Company and/or (c) in the habit of dealing with the Company, where the dealing or contracting relates to goods or services which are competitive with the type supplied by the Company and in respect of the supply of which you were engaged or concerned in the twelve months prior to the end of your employment and where you (or one of your subordinates) dealt or had contact with that person.
4. You shall not for a period of 6 months after the termination of your employment (without the previous consent in writing of the Company) directly or indirectly be engaged concerned or interested (whether as principal, servant, agent, consultant or otherwise) in any trade or business which is in competition with any trade or business being carried on by the Company at the end of your employment or during the period of 12 months prior to the end of your employment and with which you have been concerned in the course of your employment.
5. You shall not during the period of 6 months after the termination of your employment solicit or

endeavour to entice away from or discourage from being employed by the Company or any Group Partner



Company, A Manager or Consultant employed by the Company or any Group Company and who to your knowledge was an employee thereof at the date of such termination or whom to your knowledge has at that date agreed to be engaged as an employee of the Company or any Group Company and with whom you have dealt with or had contact in the normal course of your duties.

6. You shall not during the period of 6 months after the termination of your employment (without the previous consent in writing of the Company) directly or indirectly be engaged in any form of employment with a client of the Company, whom you have known was a client of the Company during the preceding 12 month period.

**You acknowledge:-**

- a) that each of the sub clauses in Clause 1 constitutes an entirely separate and independent restriction on you and if any restriction is found to be invalid this will not affect the validity or enforceability of the other restrictions; and
- b) while at the date of this agreement the duration, extent and application of each of the restrictions are considered by the parties no greater than is necessary for the protection of the legitimate business interests of the Company and are reasonable in all the circumstances it is acknowledged that restrictions of such a nature may become invalid because of changing circumstances and accordingly if any of the restrictions shall be adjudged to be void or ineffective for whatever reason but would be adjudged to be valid and effective if part of the wording thereof were deleted or the periods thereof reduced or the area thereof reduced in scope they shall apply with such modifications as may be necessary to make them valid and effective.
- c) You shall, at the request and cost of the Company, enter into a direct agreement or undertaking with any Group Company to which you provide services whereby you will accept restrictions corresponding to the restrictions in this Appendix as the Company may reasonably require in the circumstances.