

NOT ALL IDEAS ARE BORN

EQL.

(1) EQL LIMITED

and

(2) Zi Feng Pan

CONTRACT OF EMPLOYMENT

EQL, Speed Medical House, Matrix Park, Chorley, Lancashire, England, PR7 7NA.
Company Number 11678384

This agreement is dated 17 December 2021

PARTIES

(1) EQL Limited incorporated and registered in England and Wales with company number 11806513 whose registered office is at Speed Medical House, Matrix Park, Chorley, Lancashire, England, PR7 7NA.

(2) Zi Feng Pan -Flat 29 Dryburgh House, Abbots Manor, SW1V 4ET

AGREED TERMS

1. INTERPRETATION

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

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

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

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

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: 4th January 2022

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or of any Group Company or any of their business contacts.

FCA: The Financial Conduct Authority and its successors.

Garden Leave: any period during which the Company has exercised its rights under clause 18.

Group Company: The Company, its associated companies, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.

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

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

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

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the employment of the Employee under this agreement other than as expressly set out in this agreement or any documents referred to in it.

Restricted Business: those parts of the business of the Company and any Group Company with which the Employee was involved to a material extent in the 12 months before Termination.

Restricted Customer: any firm, company or person who, during the 12 months before Termination, was a customer or prospective customer of or was in the habit of dealing with the Company or any Group Company with whom the Employee had contact or about whom the Employee became aware or informed in the course of their employment.

Restricted Person: anyone employed or engaged by the Company or any Group Company and with whom the Employee dealt with in the 12 months before Termination in the course of their employment.

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

Termination: the termination of the employment of the Employee with the Company however caused.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. TERM OF APPOINTMENT

2.1 Notwithstanding the date of signature, the Appointment shall be deemed to have commenced on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party (subject to clause 2.2) giving the other not less than THREE calendar months prior notice in writing following successful completion of any probationary period.

2.2 The first six months of the Appointment shall be a probationary period and the Appointment may be terminated during this period at any time on one week's notice or payment in lieu of notice. The Company may, at its discretion, extend the probationary period for up to a further three months. During the probationary period the performance of the Employee and their suitability for continued employment will be monitored. At the end of the probationary period the Employee will be informed in writing if they have successfully completed their probationary period.

2.3 No employment with a previous employer will count towards the period of continuous employment that the Employee has with the Company.

3. EMPLOYEE WARRANTIES

3.1 The Employee represents and warrants to the Company that, by entering into this agreement or performing any of their obligations under it, they will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on them.

3.2 The Employee warrants that they are entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if they cease to be so entitled during the Appointment.

4. DUTIES

4.1 The Employee shall serve the Company as ML Engineer, or such other role as the Company considers appropriate.

4.2 During the Appointment the Employee shall:

- (a) unless prevented by Incapacity, devote the whole of their time, attention and abilities to the business of the Company and any Group Company of which they are an employee;
- (b) faithfully and diligently exercise such powers and perform such duties as may from time to time be assigned to them by the Company together with such person or persons as the Company may appoint to act jointly with them;
- (c) comply with all reasonable and lawful directions given to them by the Company;
- (d) promptly make such reports to their line manager in connection with the affairs of the Company on such matters and at such times as are reasonably required;
- (e) report their own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee to a director of any Group Company to their line manager immediately on becoming aware of it;
- (f) use their best endeavours to promote, protect, develop and extend the business of the Company;
- (g) consent to the Company monitoring and recording any use that they make of any electronic communications systems the Company has for the purpose of ensuring that any rules the Company has are being complied with and for legitimate business purposes; and

4.3 The Employee shall at all times comply with the Company's rules, policies and procedures in force from time to time. The Company's policies and procedures do not form part of this agreement and the Company may amend these at any time. To the extent that there is any conflict between the terms of this agreement and the Company's policies and procedures, this agreement shall prevail.

4.4 All documents, manuals, hardware and software provided for the use of the Employee by the Company, and any data or documents (including copies) produced, maintained or stored on the computer systems of the Company or

other electronic equipment (including mobile phones), remain the property of the Company.

5. PLACE OF WORK

5.1 The normal place of work of the Employee is 16 Eaton Ave, Buckshaw Village, Chorley PR7 7NA or such other place within the United Kingdom which the Company may reasonably require for the proper performance and exercise of their duties.

5.2 The Employee agrees to travel on any business of any Group Company (both within the United Kingdom or abroad) as may be required for the proper performance of their duties under the Appointment.

5.3 During the Appointment the Employee shall not be required to work outside the United Kingdom for any continuous period of more than 1 week.

6. HOURS OF WORK

The normal working hours of the Employee shall be 37.5 hours per week to be worked between 8:00am to 6pm on Mondays to Fridays and such hours as are necessary for the proper performance of their duties and the Employee acknowledges that they shall not receive further remuneration in respect of such additional hours. The Employee is entitled to a lunch break of 1 hour.

7. SALARY

7.1 The Employee shall be paid an initial salary of £35,000 per annum.

7.2 The salary paid to the Employee shall accrue from day to day and be payable monthly in arrears on the last working day of each month directly into their bank or building society.

7.3 The salary paid to the Employee shall be reviewed by their line manager annually. The Company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.

7.4 The Company may deduct from the salary, or any other sums owed to the Employee, any money owed to any Group Company by the Employee.

8. EXPENSES

8.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.

8.2 The Employee shall abide by the policies of the Company on expenses as communicated to them from time to time.

9. HOLIDAYS

9.1 The Employee shall be entitled to 25 days' paid holiday in each holiday year plus the usual public holidays in England and Wales or days in lieu where the Company requires the Employee to work on a public holiday. The holiday year of the Company runs between 1 January and 31 December. If the Appointment commences or terminates part way through a holiday year, the entitlement of the Employee during that holiday year shall be calculated on a pro-rata basis.

9.2 Holiday shall be taken at such time or times as shall be approved in advance by the Employee's line manager. Untaken holiday entitlement cannot be carried forward to a subsequent holiday year unless the Employee has been unavoidably prevented from taking such holiday during the relevant leave year because of sickness absence or statutory maternity, paternity or adoption leave.

9.3 The Employee shall have no entitlement to any payment in lieu of accrued but untaken holiday except on Termination of the Appointment. Subject to clause 9.4 the amount of such payment in lieu shall be 1/260th of the salary of the Employee for each untaken day of the entitlement under clause 9.1 for the holiday year in which Termination takes place and any untaken days carried forward from the preceding holiday year.

9.4 If the Company has terminated or would be entitled to terminate the Appointment under clause 15 or if the Employee has terminated the Appointment in breach of this agreement any payment due under clause 9.3 shall be limited to the statutory entitlement of the Employee under the Working Time Regulations 1998 and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

9.5 If on Termination of the Appointment the Employee has taken in excess of their accrued holiday entitlement, the Company shall be entitled to recover from the Employee by

way of deduction from any payments due to the Employee or otherwise one day's pay calculated at 1/260th of the salary for each excess day.

9.6 If either party has served notice to terminate the Appointment, the Board may require the Employee to take any accrued but unused holiday entitlement during the notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave under clause 16.

10. INCAPACITY

10.1 Subject to successfully completing probation and the compliance of the Employee with this agreement and the sickness absence procedures of the Company (as amended from time to time) and subject to clause 10.2, the Employee shall continue to receive their full salary and contractual benefits during any period of absence due to Incapacity for up to an aggregate of two weeks in any 52 week period. Such payment shall be inclusive of any statutory sick pay due in accordance with applicable legislation. The Employee will not be entitled to sick pay during their notice period.

10.2 Pension contributions will continue as normal while the Employee is paid at the full rate in accordance with clause 10.1. If the pay of the Employee during any period of incapacity is reduced or the Employee is paid SSP only, the level of contributions in respect of their membership of the National Employment Savings Trust Pension Scheme may continue, subject to the relevant pension scheme rules in force at the time of their absence.

10.3 The Employee agrees to consent to medical examinations (at the expense of the Company) by a doctor nominated by the Company should the Company so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.

10.4 If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Board of that fact and of any claim, compromise, settlement or judgement made or awarded in connection with it and all relevant particulars that the Board may reasonably require. The Employee shall if required by the Company, refund to the Company that part of any damages or compensation recovered by the Employee relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by them in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall

not exceed the total amount paid to the Employee by the Company in respect of the period of Incapacity.

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

11. OUTSIDE INTERESTS

11.1 Subject to clause 11.2, during the Appointment the Employee shall not, except as a representative of the Company or with the prior written approval of the Company, whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any Capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).

11.2 Notwithstanding clause 11.1, the Employee may hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by any Group Company.

11.3 The Employee agrees to disclose to the Company any matters relating to their spouse or civil partner (or anyone living as such), children or parents which may, in the reasonable opinion of the Company, be considered to interfere, conflict or compete with the proper performance of the obligations of the Employee under this agreement.

12. CONFIDENTIAL INFORMATION

12.1 The Employee acknowledges that in the course of the Appointment they will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 12.

12.2 The Employee shall not (except in the proper course of their duties), either during the Appointment or at any time after its Termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use their best endeavours to prevent the publication, use or disclosure of) any Confidential Information. This shall not apply to:

- (a) any use or disclosure authorised by the Board or required by law; or
- (b) any information which is already in, or comes into, the public domain other than through the unauthorised disclosure of the Employee; or

- (c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

13. INTELLECTUAL PROPERTY

13.1 The Employee shall give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by them at any time during the course of the Appointment which relate to, or are capable of being used in, the business of any Group Company.

13.2 The Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically, the Employee holds them on trust for the Company. The Employee agrees promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to clause 13.1.

13.3 The Employee irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which they have or will have in any existing or future works referred to in clause 13.1.

13.4 The Employee hereby irrevocably appoints the Company to be the Employee's attorney to execute and do any such instrument or thing and generally to use their name for the purpose of giving the Company or its nominee the benefit of this clause 13. The Employee acknowledges in favour of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause 13 shall (unless there is manifest error) be conclusive evidence that such is the case.

14. PAYMENT IN LIEU OF NOTICE

14.1 Notwithstanding clause 2, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Employee that the Company is exercising its right under this clause 14 and that it will make within 28 days the first instalment of a payment in lieu of notice (**Payment in lieu**) to the Employee. This Payment in lieu will be equal to the basic salary (as at the date of Termination) which the Employee would have been entitled to receive under this agreement during the notice period referred to at clause 2 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in lieu shall not include any element in relation to:

- (a) any bonus or commission 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 the Employee 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.

14.2 The Company may pay any sums due under clause 14.1 in equal monthly instalments until the date end of the period for which the notice period referred to at clause 2 would have expired if notice had been given. The Employee shall be obliged to seek alternative income during this period and to notify the Company of any income so received. The instalment payments shall then be reduced by the amount of such income.

14.3 The Employee shall have no right to receive a Payment in lieu unless the Company has exercised its discretion in clause 14.1. Nothing in this clause 15 shall prevent the Company from terminating the Appointment in breach.

14.4 Notwithstanding clause 15.1 the Employee shall not be entitled to any Payment in lieu if the Company would otherwise have been entitled to terminate the Appointment without notice in accordance with clause 16. In that case the Company shall also be entitled to recover from the Employee any Payment in lieu (or instalments thereof) already made.

15. TERMINATION WITHOUT NOTICE

15.1 The Company may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of Termination) if the Employee:

- (a) is guilty of any gross misconduct affecting the business of any Group Company; or
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company; or
- (c) is, in the reasonable opinion of the Company, negligent and incompetent in the performance of their duties; or
- (d) is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984; or

- (e) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
- (f) becomes of unsound mind (which includes lacking capacity under the Mental Capacity Act 2005), or a patient under any statute relating to mental health; or
- (g) ceases to be eligible to work in the United Kingdom; or
- (h) is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Employee or any Group Company into disrepute or is materially adverse to the interests of any Group Company; or
- (i) is in breach of the anti-corruption and bribery policy and related procedures of the Company; or is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems; or

15.2 The rights of the Company under clause 16.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

16. GARDEN LEAVE

16.1 Following service of notice to terminate the Appointment by either party, or if the Employee purports to terminate the Appointment in breach of contract, the Company may by written notice place the Employee on Garden Leave for the whole or part of the remainder of the Appointment.

16.2 During any period of Garden Leave:

- (a) The Company shall be under no obligation to provide any work to the Employee and may revoke any powers the Employee holds on behalf of the Company or any Group Company;
- (b) The Company may require the Employee to carry out alternative duties or to only perform such specific duties as are expressly assigned to the Employee, at such location (including the home of the Employee) as the Company may decide;
- (c) The Employee shall continue to receive their basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;

- (d) The Employee shall remain an employee of the Company and bound by the terms of this agreement (including any implied duties of good faith and fidelity);
- (e) The Employee shall ensure that their line manager knows where they will be and how they can be contacted during each working day (except during any periods taken as holiday in the usual way);
- (f) The Company may exclude the Employee from any premises of the Company or any Group Company; and
- (g) The Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Group Company.

17. OBLIGATIONS UPON TERMINATION

17.1 On Termination of the Appointment (however arising) or, if earlier, at the start of a period of Garden Leave following the service of notice or purported Termination of the Appointment by the Employee, the Employee shall:

- (a) subject to clause 17.2 if applicable, immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of any Group Company or their business contacts, any keys and any other property of any Group Company including any car provided to the Employee, which is in their possession or under their control;
- (b) irretrievably delete any information relating to the business of any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under their control outside the premises of the Company; and
- (c) provide a signed statement that they have complied fully with their obligations under this clause 17.1 together with such reasonable evidence of compliance as the Company may request.

17.2 Where the Employee has been placed on Garden Leave they shall not be required by clause 18.1 to return until the end of the Garden Leave period any property provided to them as a contractual benefit for use during the Appointment.

17.3 On Termination of the Appointment however arising the Employee shall not be entitled to any compensation for the loss of any rights or benefits under any share

option, bonus, long-term incentive plan or other profit sharing scheme operated by any Group Company in which they may participate.

18. POST-TERMINATION RESTRICTIONS

18.1 In order to protect the Confidential Information, trade secrets and business connections of the Company and each Group Company to which they have access as a result of the Appointment, the Employee covenants with the Company (for itself and as trustee and agent for each Group Company that they shall not:

- (a) for six month(s) after Termination solicit or endeavour to entice away from the Company or any Group Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business; or
- (b) for six month(s) after Termination in the course of any business concern which is in competition with any Restricted Business, offer to employ or engage or otherwise endeavour to entice away from the Company or any Group Company any Restricted Person; or
- (c) for six month(s) after Termination in the course of any business concern which is in competition with any Restricted Business, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement; or
- (d) for six month(s) after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business; or
- (e) for six month(s) after Termination, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Restricted Business; or
- (f) at any time after Termination, represent them self as connected with the Company or any Group Company in any Capacity, other than as a former employee, or use any registered business names or trading names associated with the Company or any Group Company.

18.2 None of the restrictions in clause 18.1 shall prevent the Employee from:

- (a) holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange; or

- (b) being engaged or concerned in any business concern insofar as the duties of the Employee or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business; or
- (c) being engaged or concerned in any business concern, provided that the duties of the Employee or work shall relate solely to services or activities of a kind with which the Employee was not concerned with to a material extent in the 12 month(s) before Termination.

18.3 The restrictions imposed on the Employee by this clause 18 applies to them acting:

- (a) directly or indirectly; and
- (b) on their own behalf or on behalf of, or in conjunction with, any firm, company or person.

18.4 The periods for which the restrictions in clause 18.1 apply shall be reduced by any period that the Employee spends on Garden Leave immediately before Termination.

18.5 If the Employee receives an offer to be involved in a business concern in any Capacity during the Appointment, or before the expiry of the last of the covenants in this clause 18, the Employee shall give the person making the offer a copy of this clause 18.

18.6 The Company and the Employee has entered into the restrictions in this clause 18 having been separately legally advised.

18.7 Each of the restrictions in this clause 18 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

18.8 If the employment of the Employee is transferred to any firm, company, person or entity other than a Group Company (**New Employer**) pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Employee will, if required, enter into an agreement with the New Employer containing post termination restrictions corresponding to those restrictions in this clause 18, protecting the confidential information, trade secrets and business connections of the New Employer.

18.9 The Employee will, at the request and expense of the Company, enter into a separate agreement with any Group Company in which they agree to be bound by restrictions corresponding to those restrictions in this clause 18 (or such of those restrictions as the Company deems appropriate) in relation to that Group Company.

19. DISCIPLINARY AND GRIEVANCE PROCEDURES

19.1 The Employee is subject to the disciplinary and grievance procedures of the Company, copies of which are available on the intranet or can be requested from the Employee's line manager. These procedures do not form part of the contract of employment of the Employee.

19.2 If the Employee wants to raise a grievance, they may apply in writing to their manager in accordance with the grievance procedure of the Company.

19.3 If the Employee wishes to appeal against a disciplinary decision, they may apply in writing to the person notified to them in any disciplinary decision letter, in accordance with the disciplinary procedure of the Company.

19.4 The Company may suspend the Employee from any or all of their duties for a period of up to 28 days during any period in which the Company is investigating any disciplinary matter involving the Employee or while any disciplinary procedure against the Employee is outstanding.

19.5 During any period of suspension:

- (a) the Employee shall continue to receive their basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- (b) the Employee shall remain an employee of the Company and bound by the terms of this agreement;
- (c) the Employee shall ensure that their line manager knows where they will be and how they can be contacted during each working day (except during any periods taken as holiday in the usual way);
- (d) the Company may exclude the Employee from their place of work or any other premises of the Company or any Group Company; and
- (e) the Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Group Company.

20. AUTOMATIC ENROLMENT OF THE EMPLOYEE

20.1 The Company will comply with the employer pension duties in respect of the Employee in accordance with Part 1 of the Pensions Act 2008.

20.2 A contracting-out certificate is not in force in respect of the Appointment.

21. DATA PROTECTION

21.1 The Company will collect and process information relating to the Employee in accordance with its employee privacy notice which will be provided to the Employee upon the commencement of the Appointment. The Employee is required to sign and date the employee privacy notice, and return this to their line manager who will then send this to HR. A copy of the employee privacy notice can be located on the intranet and can also be requested from the Employee's line manager. All of the Company's privacy notices can be located on the intranet, the Company's website and also can be requested from the Employee's line manager.

21.2 The Employee shall comply with the Company's privacy notices and data protection policies when handling personal data in the course of their Appointment including but not limited to personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Company.

21.3 Failure to comply with the Company's privacy notices, data protection policies or any other policies may be dealt with under the Company's Disciplinary Policy, a copy of which is available on the intranet or can be requested from the Employee's line manager, and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

21.4 The Employee confirms that they have read and understand the data protection policy of the Company, a copy of which is available on the intranet or can be requested from the Employee's line manager. The Company is entitled to make changes to its data protection policy, but will notify employees in writing of any such changes.

21.5 The Employee shall comply with the data protection policy when processing personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of any Group Company.

21.6 The Employee consents to any Group Company processing data relating to the Employee for legal, personnel, administrative and management purposes and in particular to the processing of any **special categories of personal data** (as defined in the General Data

Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018) relating to the Employee, including, as appropriate:

- (a) information about the physical or mental health or condition of the Employee in order to monitor sick leave and take decisions as to the fitness for work of the Employee; or
- (b) the racial or ethnic origin of the Employee or religious or similar information in order to monitor compliance with equal opportunities legislation; or
- (c) information relating to any criminal proceedings in which the Employee has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

21.7 The Company may make such information available to any Group Company, those who provide products or services to any Group Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which the Employee works.

21.8 The Employee consents to the transfer of such information to the business contacts of any Group Company outside the European Economic Area in order to further their business interests even where the country or territory in question does not maintain adequate data protection standards.

22. COLLECTIVE AGREEMENTS

22.1 There is no collective agreement which directly affects the Appointment.

23. NOTICE

23.1 A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.

23.2 Any such notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address or given to the addressee; or

- (b) in the case of pre-paid first class UK post or other next working day delivery service, at 9.00 am two business days after posting or at the time recorded by the delivery service; or
- (c) in the case of pre-paid airmail, 9.00 am five business days after posting or at the time recorded by the delivery service.

23.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.

23.4 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

23.5 This clause does not apply to the service of any proceedings or other documents in any legal action.

24. ENTIRE AGREEMENT

24.1 This agreement (and any document referred to in it) constitutes the whole agreement between the parties (and in the case of the Company, as agent for any Group Companies) and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

24.2 Each party acknowledges that in entering into this agreement it has not relied on and shall have no remedy in respect of any Pre Contractual Statement.

24.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

24.4 Nothing in this clause 26 shall limit or exclude any liability for fraud.

25. AMENDMENTS TO CONTRACT

The Company reserves the right to make reasonable changes to any of the Employee's terms and conditions of employment. The Employee will be given one month's notice of any change taking effect as soon as possible by personal written notification and through notices published on the notice board.

26. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

27. THIRD PARTY RIGHTS

No person other than a party to this agreement may enforce any of its terms.

28. GOVERNING LAW

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


28.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of this agreement.

Signed by JASON WARD for and on behalf
of EQL Limited

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Signed by Zi Feng Pan


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