

Date: 22 April 2016

Name of company

and

Director's first name Director's last name

Service agreement

Service agreement

This Agreement is made on 22 April 2016 between:

- (i) **Name of company** whose registered office is at Company Number **Company number** ('the Company'), and
- (ii) **Director's first name Director's last name** of ('the Director').

1. Definitions and interpretation

1.1. In this Agreement the following terms shall mean:

- 1.1.1. 'Agreement' means this agreement.
- 1.1.2. 'the Board' the board of directors, for the time being, of the Company.
- 1.1.3. 'Company Property' includes, but is not limited to, all materials, files, documents, manuals, data, information and reports (including copies) whether printed or maintained or stored on the Company's or the Director's computer systems or other electronic equipment and held on whatever media and all hardware and software, provided by the Company for the Director's use and/or belonging or relating to the business of the Company wherever it may be located;
- 1.1.4. 'Confidential Information' includes, information of a confidential nature which includes but is not limited to, trade secrets and confidential or commercial information (regardless of the form or medium in which they are disclosed or stored) relating to the Company and its organisation, business affairs, finances, clients or customers, suppliers, processes, strategy, operations, technology, know-how, dealings, transactions, dealings and affairs of the Company including all information in respect of which the Company is bound by an express or implied obligation of confidence to any third party and any other matter which is notified to the Director during the course of her employment as being secret or confidential whether or not any of the information mentioned above is reduced to a tangible form or marked in writing as 'confidential', and any and all information which has been or may be derived or obtained from any such information.
- 1.1.5. 'Holiday Year' means each year from **Holiday year - other rule**.
- 1.1.6. 'Incapacity' means any injury, illness, accident or other similar cause preventing the Director from attending to her duties.
- 1.1.7. 'Intellectual Property Rights' means all rights in and to intellectual property including, whether registered or unregistered, including without limitation, semi-conductor typography rights, utility models, copyright and related rights, moral rights, trade marks and service marks, trade names, domain names, brand names, rights to goodwill, rights in design, rights in computer software (including source code and object code), database rights, rights in Confidential Information (including know how and trade secrets) and any other intellectual property rights and similar proprietary 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 similar or equivalent rights which subsist or will subsist now or in the future in any part of the world;
- 1.1.8. 'Inventions' includes without limitation, all materials, works, products, systems, information, prototypes, creations, inventions or improvements upon or additions to an invention, discoveries, techniques, processes, computer programmes, source codes, data, technical information, trading business brand names, goodwill, the style or presentations of goods or services, designs, databases, ideas, methods, programs, diagrams and reports (and any drafts thereof) made or discovered by the Director (alone or with others) in the course of the Director's employment or the Director's duties to the Company (whether or not during working hours or using Company premises, resources and materials) and which relates to or is capable of being used in those parts of the businesses of the Company in which the Director is involved.

1.1.9. 'The Regulations' means The Working Time Regulations 1998.

- 1.2. The clause headings are inserted for convenience only and neither must they be taken into account nor do they affect the construction or the interpretation of the Agreement.
- 1.3. Any reference to a statutory provision includes any modification or re-enactment.

2. Appointment

- 2.1. The Director will be appointed to be a director of the Company on the terms and subject to the conditions set out in this Agreement.
- 2.2. The Director will begin her employment with the Company on 22 April 2016 and the employment shall continue for an initial term of 0 months after which it may be terminated by either party giving to the other not less than 0 weeks' notice terminating the employment unless earlier terminated in accordance with the provisions of clause 13.

3. Duties

The Director shall:

- 3.1. serve the Company faithfully and diligently in her capacity as Director and diligently carry out such duties and exercise such powers as the Board may from time to time direct to her or with such person or persons as the Board may appoint to act jointly with her. The Director accepts that the Company may in its discretion require her to perform other duties or tasks outside the scope of her normal duties or to perform her duties for the Company in conjunction with another member of the Board and the Director agrees to perform those duties or undertake those tasks as if they were specifically required under this Agreement;
- 3.2. have general control and management of the Company;
- 3.3. at all times act loyally, in good faith and in the best interests of the Company and protect its reputation;
- 3.4. work during the working hours and further hours as are reasonably required for the proper discharge of her duties without additional payment;
- 3.5. devote the whole of her working time to the business of the Company unless prevented by Incapacity;
- 3.6. promptly disclose to the Board any information that comes into her possession which adversely affects the Company, which includes reporting any wrongdoing or proposed wrongdoing by her, any employee or director of the Company as soon as she is aware of it;
- 3.7. immediately disclose to the Board if she has been directly or indirectly contacted by a competitor for the express or implied purpose of recruiting her and to provide any information that the Board may reasonably request in connection with it;
- 3.8. keep the Board promptly and fully informed (in writing if so requested) of her conduct of the business, finances or affairs of the Company;
- 3.9. not engage in any other business;
- 3.10. not be concerned or interested in any other business of a similar nature to or in competition with or which may be harmful to the business of the Company provided that the Director is not precluded from holding or being otherwise interested in any shares or other securities of any company which are for the time being quoted on any recognised stock exchange or dealt on the Alternative Investments Market provided that the interest of the Director in such shares or other securities does not extend to more than **Investment limits** of the total amount of such shares or securities;
- 3.11. comply with all applicable rules of law that affect or may have an effect upon the Company (including, but not limited to, Part V of the Criminal Justice Act 1993, the Data Protection Act 1998 and the Bribery Act 2010);
- 3.12. comply with her fiduciary duties;
- 3.13. comply with all Stock Exchange codes, rules and regulations and all regulatory obligations of the Company;

- 3.14. not act in a way that may result in the Company incurring criminal or civil liability;
- 3.15. comply with the Company's rules, regulations, codes of conduct, policies and procedures as amended from time to time (as may or may not be contained in a Staff Handbook), that are expressed to have contractual effect including policies in relation to the holding of and dealing in shares, debentures or other securities;
- 3.16. comply with the articles of association of the Company from time to time in force;
- 3.17. use her best endeavours to protect, promote and develop the business of the Company and comply and conform with all reasonable requests and directions of the Board;
- 3.18. shall when requested to do so, fully and promptly give the Board such explanations, information and assistance as it may require relating to the transactions and affairs of the Company of which the Director shall have knowledge or of which the Director ought to have knowledge;
- 3.19. accept any appointment as a director of an Associated Company as the Board directs;
- 3.20. not do anything that would cause her to be disqualified from acting as a director.

4. Place of work

- 4.1. The Director's usual place of work is .
- 4.2. The Director may be required at the absolute discretion of the Board to undertake travel within the United Kingdom and internationally from time to time for the proper performance of her duties.

5. Directorships

- 5.1. Any office or directorship of the Company held by the Director is subject to the Articles of Association of that company. In the case of any conflict between the Articles and this Agreement, the Articles will prevail.
- 5.2. The Director will not, without the consent of the Company, resign any office or directorship held by her, and will not do or omit to do anything that would provide grounds for her disqualification as a director.
- 5.3. The Director will resign from any office or directorship held in the Company if so requested by the Board.
- 5.4. If the Director fails to comply with clause 5.3 above, the Company is hereby appointed to act as the Director's attorney to execute any document or do anything in her name necessary to effect her resignation. If there is any doubt as to whether such a document or action has been executed or carried out within the authority conferred by this clause, a certificate in writing signed by any director or the secretary of the Company will be conclusive evidence that such is the case.
- 5.5. If the Director ceases to be appointed as a director of the Company (otherwise than by reason of her death, resignation or disqualification pursuant to the articles of association of the Company, as amended from time to time, or by statute or court order) the Director shall continue as an employee only and the terms of this Agreement (other than those relating to the holding of the office of director) shall continue in full force and effect. The Director shall have no claims in respect of such cessation of office.

6. Salary and bonuses

- 6.1. The Company shall pay the Director an annual salary of **Salary** per annum by equal monthly instalments in arrears on the **Salary paid on** of each month. The salary shall accrue on a daily basis and shall be inclusive of any directors' fees payable to the Director by the Company. The Director will not be entitled to receive any additional remuneration for work performed outside normal business hours for the Company. The salary will be subject to deductions of Income Tax and National Insurance contributions and such other taxes as may be required by law.
- 6.2. The Board shall review the Director's salary during **Salary reviewed** of every year. There is no obligation on the Board to increase the level of the Director's salary at a review. The Board reserves the right to decrease salary at a review if deemed appropriate. Any increase awarded in one year shall not create any right or entitlement or set any precedent in relation to subsequent years.

- 6.3. The Director authorises the Company at any time during her employment under this Agreement, or in any event, on the termination of the employment for whatever reason, to deduct from the Director's salary payment and/or any sums reimbursable to the Director by the Company any amount from time to time which the Director owes to the Company including but not limited to any outstanding loans, advances, payments for excess holiday and overpayment of wages and the Director expressly consents to any such deductions pursuant to Part II of the Employment Rights Act 1996. The Director hereby agrees to indemnify the Company and to keep the Company indemnified on a continuing basis in respect of any such debt or other sum to the extent that it is not recovered by deduction in accordance with this clause.

7. Expenses and receipts

- 7.1. The Director shall be reimbursed for all reasonable hotel, travelling, entertainment and other expenses properly incurred by her in the course of the employment in accordance with the Company's regulations from time to time.
- 7.2. Reimbursement of expenses incurred by the Director will only be made on production of valid receipts for such expenses acceptable to the Company.

8. Sickness

- 8.1. If the Director is absent from work due to Incapacity, she (or someone on her behalf) must notify the Company on the first day of absence. If the absence due to Incapacity lasts 7 calendar days or less, the Director must complete a self-certification form on her return to work. For absences due to Incapacity lasting more than 7 calendar days, the Director must produce a medical statement from her doctor stating the reason for her absence. The Director must keep the Company regularly informed of her absence and likely duration of her absence. Further medical statements are required for each further week of absence due to Incapacity. Failure to notify the Company of her absence may render the Director subject to disciplinary action and may also bar her from receiving sick pay.
- 8.2. Subject to the Company's right to terminate the employment under, and the Director's compliance with, this clause, the Director will be paid salary (inclusive of any Statutory Sick Pay (SSP)) and provided with all contractual benefits during absence due to her Incapacity for a total of **Full sick pay** weeks in any period of 12 months. Thereafter any further payment in respect of absence due to the Director's Incapacity will be at the sole discretion of the Company, but will not be less than half of the Director's salary for a period of **Half sick pay** weeks.
- 8.3. Any payments to which the Director is entitled under any social security scheme (whether or not claimed by the Director) may be deducted from any sick pay paid to the Director by the Company.
- 8.4. If the Incapacity is caused by the fault of a third party in respect of which compensation for loss of salary under this Agreement is or may be recovered, the Director will, if required by the Board, repay to the Company any money it has paid to her as salary for the same period of absence.
- 8.5. The Company at all times reserves the right to withhold, discontinue or request repayment of any contractual sick pay if:
- 8.5.1. the Director fails to follow the Company's absence procedure;
 - 8.5.2. the Director is absent from work due to sickness or injury whilst she is the subject of any disciplinary action or performance management or has been suspended or is under investigation in connection with any matter with which she is involved.
 - 8.5.3. the Company is satisfied that there has been an abuse of the sick pay arrangements or misrepresentation of the Director's health; or
 - 8.5.4. the Director behaves in a way likely to delay, hinder or impede her recovery.
- 8.6. The Company may require the Director to undergo a medical examination by a medical practitioner appointed or approved by the Company and the Director authorises that medical practitioner to disclose to the Company and its advisers the results of the examination and discuss with them any matters arising from the examination which might impair the proper performance of the Director's duties.

- 8.7. If the Director is absent for a total period of **Termination for incapacity** weeks (excluding annual and public holidays) in any period of 12 months due to Incapacity, the Company may terminate the employment immediately by notice in writing.

9. Holiday entitlement

- 9.1. The Director's entitlement will be pro-rated in the year of joining and leaving the Company.
- 9.2. The Director is entitled to **Days' holiday** days' paid holiday in each Holiday Year.
- 9.3. The Director shall give a minimum of **Holiday notice** weeks' notice prior to the commencement of her holiday. Any application made at shorter notice will be considered on its merits and be subject to staffing requirements and the needs of the Company and may be refused. The Director must obtain the Board's prior approval to the dates on which she proposes to take her holiday.
- 9.4. The Director shall not take holiday at times when it conflicts with her duties under the Agreement.
- 9.5. The Director will be deemed to have used her statutory minimum holiday entitlement prior to any holiday entitlement she may be entitled to in excess of the statutory minimum.
- 9.6. A maximum of **Max amount at a time** weeks' may be taken at any one time (including weekends and bank and public holidays) unless the Director has the Board's prior written approval.
- 9.7. Requests for unpaid leave of absence will be considered on their merits and are subject to staffing requirements and the needs of the Company and may be refused.
- 9.8. If the Company has a shutdown period (whether at Christmas or on other days as notified by the Company) which applies to the Director, then the Director shall retain a sufficient number of days from her holiday entitlement to cover the shutdown period. No later than 6 months after the start of the holiday year, the Company shall notify the Director either individually or by way of a general notice to staff of the number of days' holiday to be retained.
- 9.9. The Company may require that the Director take any unused holiday entitlement during the period of any notice of termination of the employment.
- 9.10. Upon the termination of her employment, the Director will be entitled to a payment in lieu of any holiday which has accrued but not been taken. The Director will not accrue any contractual holiday entitlement during any period of notice (whether given by the Company or the Director), save that the Director's entitlement to annual leave pursuant to the Regulations shall continue to accrue during such period. If, on the termination of her employment, the Director has taken holidays in excess of her entitlement, the Company may deduct from her final salary payment an amount equal to the gross salary paid to her in respect of such holidays and the Director expressly consents to any such deductions.

10. Warranty and confidentiality

- 10.1. The Director warrants that she is entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if she/he ceases to be so entitled during the course of her employment.
- 10.2. The Director warrants that by entering into this Agreement or performing any of her obligations under it she will not be in breach of any court order or any express or implied terms of any contract with or of any other obligations to any third party and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if she is in breach of any such obligations.
- 10.3. The Director warrants that she is not subject to or is not currently involved in any proceedings which may result in her being subject to any restrictions which prevent her from holding office as a director.
- 10.4. The Director acknowledges that during the course of her employment, she will have access to and is likely to obtain Confidential Information.
- 10.5. Without prejudice to any common law duties owed to the Company, the Director agrees that she will not, during or after the employment, except as authorised by the Company or as required by law or her duties, use, divulge or disclose to any person, firm or organisation, any Confidential Information which may come to her knowledge during the employment. The Director further

agrees to use her best endeavours to prevent the unauthorised use or disclosure of such information.

- 10.6. The Director shall not print out or copy any Confidential Information (including without limitation, creating paper copies, scanned copies and copying to an electronic storage device), or transfer Confidential Information to her personal email account or an email account of a third party, except as authorised by the Company or as required by her duties.
- 10.7. This restriction will not apply to information which becomes public (other than through unauthorised disclosure by the Director), and is not intended to exclude or restrict her right to make a protected disclosure under the Public Interest Disclosure Act 1998.

11. Pension

12. Intellectual property and inventions

- 12.1. The Director will keep confidential and not disclose to any other party or exploit any Invention unless authorised by the Company or in the proper performance of her duties.
- 12.2. The Director will, at the Company's request and in any event on the termination of her employment, give to the Company all originals and copies of all correspondence, materials, files, documents, papers, manuals, data, information and reports held on any and all media which record or relate to all and any Inventions and Intellectual Property Rights in the Inventions.
- 12.3. The Director hereby assigns to the Company to the extent allowed by law all her existing and future rights (including Intellectual Property Rights), title and interests in all Inventions and agrees not to attempt to register any patents or other Intellectual Property Rights in the Inventions unless requested by the Company.
- 12.4. To the extent that any right in such Inventions may not be assigned to the Company, the Director will hold all such rights on trust for the Company and agrees not to attempt to register any patents or other Intellectual Property Rights in the Inventions unless requested by the Company.
- 12.5. In any event, at the request and expense of the Company, the Director will give it all information and assistance as may be necessary to enable the Company effectively to exploit the Intellectual Property Rights, and will execute all documents and do all things which may be necessary to vest all such rights in the Company (or as it may direct) as legal and beneficial owner and to secure appropriate protection for all such rights anywhere in the world.
- 12.6. The Director hereby irrevocably appoints the Company to take any action in her name and execute any document on her behalf for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause. If there is any doubt as to whether such a document or action has been executed or carried out within the authority conferred by this clause, a certificate in writing signed by any director or the secretary of the Company will be conclusive evidence that such is the case.
- 12.7. The Director waives all of her moral rights (as defined in the Copyright, Designs and Patents Act 1988) and any corresponding foreign rights in respect of all Inventions where the Intellectual Property Rights belong to the Company by virtue of this clause, to the extent that such waiver is permitted by law.
- 12.8. The Director will promptly notify the Company in writing if she becomes aware of any infringement or suspected infringement of any Intellectual Property Rights in any Invention and agrees to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against any third party or to defend claims for infringement by a third party.
- 12.9. The Director accepts and agrees that, except as provided by law, no further payment, remuneration or compensation other than that provided for in this Agreement is or may become due to her in respect of her compliance with this clause. This clause is without prejudice to the Director's rights under the Patents Act 1977.
- 12.10. Rights and obligations under this clause will survive the termination of the employment in respect of Inventions made during the employment and will be binding on the Director's personal representatives.

13. Termination of employment

- 13.1. The Company may terminate the employment of the Director without notice or (in our sole discretion) payment in lieu of notice if the Director:
 - 13.1.1. is guilty of any gross default or misconduct in connection with or affecting the business of the Company;
 - 13.1.2. ceases to be entitled to work in the United Kingdom;
 - 13.1.3. commits a serious or persistent breach or non-observance of her obligations under this Agreement or fails to perform her duties to the standard required by the Board;
 - 13.1.4. is in breach of the Company's anti-corruption and bribery policy and related procedures;
 - 13.1.5. conducts herself dishonestly or in a way which is detrimental to the Company (whether in connection with the employment or otherwise);
 - 13.1.6. by her actions or omissions brings the name or reputation of the Company into disrepute or prejudices the interests of the business of the Company;
 - 13.1.7. is declared bankrupt or makes an arrangement or composition with her creditors;
 - 13.1.8. is convicted of any offence (other than a motoring offence not resulting in imprisonment);
 - 13.1.9. is disqualified from holding the office of Director;
 - 13.1.10. becomes of unsound mind or a patient under the Mental Health Act 1983;
 - 13.1.11. is convicted of an offence under the Criminal Justice Act 1993 or under any other present or future statutory enactment or regulations relating to insider dealing;
 - 13.1.12. ceases to be a director of the Company without the consent of the Board.
- 13.2. If the employment is terminated in accordance with this clause, the Director will have no claim for damages or any other remedy against the Company by reason of such termination.
- 13.3. Upon the termination of the employment however it may occur, or if the Director shall cease for any reason to be a director of the Company, the Director shall:
 - 13.3.1. resign immediately without compensation from the office of director of the Company; and
 - 13.3.2. cease to represent or hold herself out as a director of the Company or otherwise still connected with it.
- 13.4. Upon termination of the employment for whatever reason or at the request of the Company, the Director shall immediately hand over the Company's Property to the Company, including without limitation all Confidential Information, and any keys, security cards, credit cards and other property of the Company (including in particular any car, computer equipment or mobile phone provided to the Director) which may be in her possession, custody, care or control and shall provide a signed statement that she has complied fully with the terms of this clause. The Director must not retain any copies or extracts of such property.
- 13.5. If the Director breaches this Agreement by failing to give or work their full contractual notice then she will not be paid for the unworked period of notice.
- 13.6. The Company reserves its right to claim damages against the Director for any loss suffered by the Company as a result of the Director's failure to work their full contractual notice period.
- 13.7. The Company reserves the right, at its sole and absolute discretion, to pay salary in lieu of any required period of notice (whether given by the Director or the Company), less any deductions the Company is required to make by law.
- 13.8. The Company may, in its sole and absolute discretion, terminate the Director's employment at any time and with immediate effect by notifying the Director that the Company is exercising its right under this clause and that the Company will pay a sum in lieu of notice equal to the salary (as at the date of termination) which the Director would have been entitled to receive under this Agreement between the date of termination and the earliest date the employment could otherwise

have been lawfully terminated, less income tax and National Insurance contributions. The payment in lieu of notice will be made within 28 days after termination.

- 13.9. If, within 6 months after the termination of this Agreement, the Company learns that the Director had committed a previously undiscovered act of gross misconduct that would have resulted in the Director's summary dismissal during her employment, then the payment in lieu of notice referred to in clause 13.8 that has already been paid, or that has been agreed to be paid by the Company in contemplation of termination of the employment shall (as the case may be):
 - 13.9.1. Be repayable by the Director on demand as a debt;
 - 13.9.2. Not become a debt payable to or enforceable by the Director and the Director shall forfeit all entitlement to any payments due from the Company.
- 13.10. With the exception of statutory family-related leave or accrued holiday entitlement due to sickness, any unused holiday entitlement on termination of employment will be calculated at the rate of pay that applied to the Director during the period in which it accrued, which may not necessarily be the rate of pay applicable on the date of termination.
- 13.11. At no time after the termination of the employment shall the Director directly or indirectly represent herself as being interested in or employed by or in any way connected with the Company, other than as a former employee or director of the Company.

14. Suspension

- 14.1. The Company reserves the right at any time to suspend the Director from the performance of some or all of her duties under this Agreement in connection with any investigation or matter with which she is involved, including without limitation, if the Company reasonably believes that the Director is in breach of this Agreement, for such period as the Company in its absolute discretion shall decide.
- 14.2. During any period of suspension:
 - 14.2.1. the Director shall, if requested by the Company, refrain from contacting or communicating with employees, customers, clients and professional contacts of the Company;
 - 14.2.2. the Company shall be entitled to make such announcements or statements to employees, customers, clients and professional contacts of the Company or any other third parties concerning the Director as the Company in its absolute discretion shall decide; and
 - 14.2.3. the Company shall be under no obligation to provide any work for the Director and the Director shall continue to be bound by the express and implied duties of the employment.

15. Garden leave

- 15.1. the Company will not be obliged to provide the Director with any work or require her to perform any duties or may require her to perform such specific duties as are expressly assigned to her by the Company for such period as the Company in its absolute discretion may decide;
- 15.2. the Company may exclude the Director from its premises and may require her not to be involved in the business of the Company;
- 15.3. the Director's salary and all contractual benefits excluding any bonus will continue to be paid or provided;
- 15.4. the Director will remain bound by her obligations under this Agreement;
- 15.5. the Director will return all Company Property including without limitation all Confidential Information and any keys, security cards, credit cards and other property of the Company (including in particular any car, computer equipment or mobile phone provided to the Director unless they are a contractual benefit) which may be in her possession, custody, care or control and shall provide a signed statement that she has complied fully with the terms of this clause. The Director must not retain any copies or extracts of such property;

- 15.6. the Company may require the Director not to have any contact or communication with any of its employees, customers, clients or professional contacts in relation to the business of the Company;
- 15.7. the Company may make such announcements or statements to any of the employees, customers, clients or professional contacts of the Company or any other third parties concerning the Director as it in its absolute discretion may decide;
- 15.8. the Company may require the Director immediately to resign without claim for compensation from any office which she holds in the Company. If she fails to do so, the Director hereby irrevocably appoints the Company to be her attorney to execute any document or do anything in her name necessary to effect her resignation;
- 15.9. the Company reserves the right to require the Director to take holiday which has accrued up to the commencement of garden leave and which will accrue to the date the employment terminates during the period of garden leave on such day or days as the Company may specify. No contractual holiday entitlement shall accrue during such period, save that the Director's entitlement to holiday pursuant to the Regulations shall continue to accrue during such period;

16. Grievance, disciplinary and dismissal procedures

- 16.1. A copy of the grievance policies and procedures of the Company can be obtained from **First name of grievance and disciplinary person Last name of grievance and disciplinary person**. They do not form part of the Director's contract of employment unless the policies or procedures or sections of them expressly state that they do.
- 16.2. A copy of the disciplinary and dismissal policies and procedures of the Company can be obtained from **First name of grievance and disciplinary person Last name of grievance and disciplinary person**. They do not form part of the Director's contract of employment unless the policies or procedures or sections of them expressly state that they do.
- 16.3. In relation to Personal Data and Sensitive Personal Data (as defined by the Data Protection Act 1998) provided by the Director to the Company, the Director gives her consent to the holding and processing of that data for all purposes relating to the employment. In particular, the Director agrees that the Company can hold and process Personal and Sensitive Personal Data in order to pay and review her remuneration and other benefits, provide and administer any such benefits, provide information to professional advisers and to legal and regulatory authorities such as HM Revenue and Customs and the Contributions Agency, administer and maintain personnel records (including sickness and other absence records), carry out performance reviews, provide information to potential purchasers of the Company or the business area in which the Director works, give references to future employers, and transfer Personal and Sensitive Personal Data concerning the Director to a country outside the EEA.
- 16.4. The Director consents to the monitoring and recording by the Company of electronic communications received, created, stored, sent or forwarded by the Director from the date of this Agreement on equipment provided by the Company to the Director for the purpose of ensuring compliance with her duties and for legitimate business purposes.

17. Restructuring

If the Company enters into liquidation for the purpose of reconstruction or amalgamation and the Director is offered employment with any concern or undertaking resulting from the reconstruction or amalgamation on terms and conditions no less favourable than the terms of this Agreement, the Director shall not have any claim against the Company arising from the termination of the employment under this Agreement.

18. Notices

All notices under this Agreement shall be given in writing by letter or facsimile. Notices to the Company shall be addressed to the registered or head office of the Company or sent to its facsimile number at that address. Unless delivered to the Director personally, all notices to the Director shall be addressed to the Director's last known address. A notice will be deemed to have been given two days after it is posted by first class pre-paid post.

19. Particulars of employment

This Agreement (and the Schedule hereto) set out the particulars of the Director's employment which the Company is required to provide to the Director under Section 1 of the Employment Rights Act 1996.

20. Miscellaneous

- 20.1. This Agreement is governed by and constructed according to the laws of England and Wales.
- 20.2. The parties submit to the non-exclusive jurisdiction of the English Courts and Tribunals.
- 20.3. There are no collective agreements which affect the terms and conditions of the Director's employment.
- 20.4. This Agreement contains the entire understanding between the parties and supersedes all previous agreements and arrangements (if any) relating to the employment of the Director by the Company.
- 20.5. The Company reserves the right to make reasonable changes to any of the Director's terms and conditions of employment from time to time. Such changes may be made by way of a general notice applicable to all employees or by way of specific notice to the Director.
- 20.6. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 20.7. The Director cannot assign this Agreement to anyone else.

The Director and **Company's signatory first name Company's signatory last name** on behalf of the Company have executed this Agreement as a Deed on the date stated above.

Schedule

Additional terms of the Director's employment specified for the purposes of Section 1 of the Employment Rights Act 1996

Name of the Company: Name of company

Address of the Company:

Name of the Director: Director's first name Director's last name

Address of the Director:

Date of commencement of employment with the Company: 22 April 2016

Hours of work: There are no fixed hours of work.

Working days: There are no fixed working days.

Holidays: The Director is entitled to Days' holiday days' holiday each year accruing on a month-by-month basis.

Bank and public holidays: New Year's day, Good Friday, Easter Monday, Early May bank holiday, Late May (Spring) bank holiday, Summer bank holiday, Christmas day, Boxing day.

Sickness or injury: The Director shall be paid during absences from work through sickness or injury in accordance with clause 8.

Pension: Details of the Company's pension scheme are set out in clause 11.

Salary: The Company shall pay the Director an annual salary of £Salary with the first monthly payment being made on the Salary paid on of April 2016.

Job description:

Job description

Person responsible for disciplinary policies and procedures: First name of responsible person for discipline Last name of responsible person for discipline

Person responsible for grievance policies and procedures: First name of responsible person for grievances Last name of responsible person for grievances

Signed by:

Director's first name Director's last name,
in the presence of:

Signed by:

Company's signatory first name
Company's signatory last name, on behalf
of the Company, in the presence of: