

Date: 26 April 2016

TNSN

and

Peter Jones

Service agreement

Service agreement

This Agreement is made on 26 April 2016 between:

(i) TNSN whose registered office is at 18 Wadham Road, London, SW15 2LR Company Number 12911129 ('the Company'), and

(ii) Peter Jones of Flat 15, Manor Place, 8 Bridge Street, Walton-on-thames, Surrey, KT12 1AB ('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 his 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 1 January to 31 December.

1.1.6. 'Incapacity' means any injury, illness, accident or other similar cause preventing the Director from attending to his 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 his employment with the Company on 26 April 2016 and the employment shall continue until either party gives to the other not less than 12 weeks' notice terminating the employment unless earlier terminated in accordance with the provisions of clause 15.
- 2.3. The Director consents to the transfer of his employment under this Agreement to any future subsidiary of the Company, or a holding company of the Company, or a subsidiary of a holding company of the Company, at any time during the term of this Agreement.

3. Duties

The Director shall:

- 3.1. serve the Company faithfully and diligently in his capacity as Director and diligently carry out such duties and exercise such powers as the Board may from time to time direct to him or with such person or persons as the Board may appoint to act jointly with him. The Director accepts that the Company may in its discretion require him to perform other duties or tasks outside the scope of his normal duties or to perform his 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 control over Finance 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 his duties without additional payment;
- 3.5. devote the whole of his working time to the business of the Company unless prevented by Incapacity;
- 3.6. promptly disclose to the Board any information that comes into his possession which adversely affects the Company, which includes reporting any wrongdoing or proposed wrongdoing by him, any employee or director of the Company as soon as he is aware of it;
- 3.7. immediately disclose to the Board if he has been directly or indirectly contacted by a competitor for the express or implied purpose of recruiting him 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 his 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 10.0% 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 his 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 his 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 him to be disqualified from acting as a director.

4. Working time

- 4.1. The Director, by his signature to this Agreement consents to and agrees that the average weekly limit on working time set out in the Regulations shall not apply to the Director. The Director acknowledges that the Company may require the Director to work more than the average weekly limit on working time. This consent will apply indefinitely, subject to the Director giving the Company 3 months' written notice if he wishes to withdraw his consent.
- 4.2. The Director has been advised by the Company to take independent legal advice regarding the meaning and effect of clause 4.1.

5. Place of work

- 5.1. The Director's usual place of work is 18 Wadham Road, London, SW15 2LR.
- 5.2. 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 his duties.
- 5.3. Unless otherwise agreed with the Board, the Director will not be required to live and work outside the United Kingdom.

6. Directorships

- 6.1. 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.
- 6.2. The Director will not, without the consent of the Company, resign any office or directorship held by him, and will not do or omit to do anything that would provide grounds for his disqualification as a director.
- 6.3. The Director will resign from any office or directorship held in the Company if so requested by the Board.
- 6.4. If the Director fails to comply with clause 6.3 above, the Company is hereby appointed to act as the Director's attorney to execute any document or do anything in his name necessary to effect his 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.

- 6.5. If the Director ceases to be appointed as a director of the Company (otherwise than by reason of his 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.

7. No duty to provide work

The Company shall not be under a duty to provide the Director with any work.

8. Salary and bonuses

- 8.1. The Company shall pay the Director an annual salary of £50,000.00 per annum by equal monthly instalments in arrears on the 26 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.
- 8.2. The Board shall review the Director's salary during April 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.
- 8.3. The Director is not entitled to receive a bonus.
- 8.4. The Director authorises the Company at any time during his 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.

9. Expenses and receipts

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

10. Sick leave

- 10.1. If the Director is absent from work due to Incapacity, he (or someone on his 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 his return to work. For absences due to Incapacity lasting more than 7 calendar days, the Director must produce a medical statement from his doctor stating the reason for his absence. The Director must keep the Company regularly informed of his absence and likely duration of his absence. Further medical statements are required for each further week of absence due to Incapacity. Failure to notify the Company of his absence may render the Director subject to disciplinary action and may also bar him from receiving sick pay.
- 10.2. 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 his Incapacity for a total of 13 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 15 weeks.

- 10.3. 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.
- 10.4. 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 him as salary for the same period of absence.
- 10.5. The Company at all times reserves the right to withhold, discontinue or request repayment of any contractual sick pay if:
 - 10.5.1. the Director fails to follow the Company's absence procedure;
 - 10.5.2. the Director is absent from work due to sickness or injury whilst he 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 he is involved.
 - 10.5.3. the Company is satisfied that there has been an abuse of the sick pay arrangements or misrepresentation of the Director's health; or
 - 10.5.4. the Director behaves in a way likely to delay, hinder or impede his recovery.
- 10.6. 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.
- 10.7. If the Director is absent for a total period of 28 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.

11. Holiday entitlement

- 11.1. The Director's entitlement will be pro-rated in the year of joining and leaving the Company.
- 11.2. The Director is entitled to 20 days' paid holiday in each Holiday Year.
- 11.3. The Director's holiday entitlement is inclusive of the bank and public holidays specified in the Schedule.
- 11.4. In the event that the government announces one or more unique extra bank or public holidays in addition to those specified in the Schedule (the 'extra days'), then the Company may, in its absolute discretion, temporarily increase the Director's total holiday entitlement to include some or all of the extra days for the holiday year in which they fall. The Company will confirm to the Director whether or not they will receive the extra days as holiday and if the extra days will be paid or unpaid. If the Company agrees to increase the Director's holiday entitlement in accordance with this clause, then it shall not be obliged to do the same in subsequent years where the government announces an extra bank or public holiday.
- 11.5. The Director shall give a minimum of 4 weeks' notice prior to the commencement of his 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 he proposes to take his holiday.
- 11.6. The Director shall not take holiday at times when it conflicts with his duties under the Agreement.
- 11.7. The Company may require that the Director take his annual holiday entitlement during any public or statutory holiday period.
- 11.8. If the Director has not taken all their holiday entitlement by the end of the Holiday Year, then he shall be entitled to carry forward to the next holiday year such holiday entitlement as authorised by the Company. The Director shall not otherwise, except as required by law, be entitled to carry forward any other holiday entitlement to the next holiday year. There shall be no entitlement to pay in respect of accrued but not taken holiday except on termination of the employment.
- 11.9. The Director will be deemed to have used his statutory minimum holiday entitlement prior to any holiday entitlement he may be entitled to in excess of the statutory minimum.

- 11.10. A maximum of 2 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.
- 11.11. 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.
- 11.12. 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 his 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.
- 11.13. The Company may require that the Director take any unused holiday entitlement during the period of any notice of termination of the employment.
- 11.14. Upon the termination of his 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 his employment, the Director has taken holidays in excess of his entitlement, the Company may deduct from his final salary payment an amount equal to the gross salary paid to him in respect of such holidays and the Director expressly consents to any such deductions.

12. Warranty and confidentiality

- 12.1. The Director warrants that he 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 his employment.
- 12.2. The Director warrants that by entering into this Agreement or performing any of his obligations under it he 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 he is in breach of any such obligations.
- 12.3. The Director warrants that he is not subject to or is not currently involved in any proceedings which may result in him being subject to any restrictions which prevent him from holding office as a director.
- 12.4. The Director acknowledges that during the course of his employment, he will have access to and is likely to obtain Confidential Information.
- 12.5. Without prejudice to any common law duties owed to the Company, the Director agrees that he will not, during or after the employment, except as authorised by the Company or as required by law or his duties, use, divulge or disclose to any person, firm or organisation, any Confidential Information which may come to his knowledge during the employment. The Director further agrees to use his best endeavours to prevent the unauthorised use or disclosure of such information.
- 12.6. 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 his personal email account or an email account of a third party, except as authorised by the Company or as required by his duties.
- 12.7. 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 his right to make a protected disclosure under the Public Interest Disclosure Act 1998.
- 12.8. Unless it is an expressly agreed part of the Director's duties, the Director will not, without the prior written consent of the Board, communicate with any press, radio or television representative on any issue relating to the business or affairs of the Company or to any officers, employees, customers or clients of the Company.

13. Pension

- 13.1. The Company has no pension scheme applicable to the Director's employment. However, it shall facilitate access to a designated pension scheme to the extent that it is required to do so as a matter of law.

14. Intellectual property and inventions

- 14.1. The Director will promptly communicate to the Company full written details of any Inventions to the Company on their creation. All Intellectual Property Rights in the Inventions will belong to the Company.
- 14.2. 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 his duties.
- 14.3. The Director will, at the Company's request and in any event on the termination of his 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.
- 14.4. The Director hereby assigns to the Company to the extent allowed by law all his 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. The Director hereby irrevocably appoints the Company to take any action in his name and execute any document on his 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.
- 14.8. The Director waives all of his 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.
- 14.9. The Director will promptly notify the Company in writing if he 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.
- 14.10. 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 him in respect of his compliance with this clause. This clause is without prejudice to the Director's rights under the Patents Act 1977.
- 14.11. 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.

15. Termination of employment

- 15.1. The Company may terminate the employment of the Director without notice or (in our sole discretion) payment in lieu of notice if the Director:

- 15.1.1. is guilty of any gross default or misconduct in connection with or affecting the business of the Company;
- 15.1.2. ceases to be entitled to work in the United Kingdom;
- 15.1.3. commits a serious or persistent breach or non-observance of his obligations under this Agreement or fails to perform his duties to the standard required by the Board;
- 15.1.4. is in breach of the Company's anti-corruption and bribery policy and related procedures;
- 15.1.5. conducts himself dishonestly or in a way which is detrimental to the Company (whether in connection with the employment or otherwise);
- 15.1.6. by his actions or omissions brings the name or reputation of the Company into disrepute or prejudices the interests of the business of the Company;
- 15.1.7. is declared bankrupt or makes an arrangement or composition with his creditors;
- 15.1.8. is convicted of any offence (other than a motoring offence not resulting in imprisonment);
- 15.1.9. is disqualified from holding the office of Director;
- 15.1.10. becomes of unsound mind or a patient under the Mental Health Act 1983;
- 15.1.11. 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;
- 15.1.12. ceases to be a director of the Company without the consent of the Board.
- 15.2. 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.
- 15.3. 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:
 - 15.3.1. resign immediately without compensation from the office of director of the Company; and
 - 15.3.2. cease to represent or hold himself out as a director of the Company or otherwise still connected with it.
- 15.4. 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 his possession, custody, care or control and shall provide a signed statement that he has complied fully with the terms of this clause. The Director must not retain any copies or extracts of such property.
- 15.5. If the Director breaches this Agreement by failing to give or work their full contractual notice then he will not be paid for the unworked period of notice.
- 15.6. 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.
- 15.7. 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.
- 15.8. 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.
- 15.9. 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 his employment, then the payment in lieu of notice referred to

in clause 15.8 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):

- 15.9.1. Be repayable by the Director on demand as a debt;
- 15.9.2. 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.
- 15.10. 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.
- 15.11. At no time after the termination of the employment shall the Director directly or indirectly represent himself 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.

16. Suspension

- 16.1. The Company reserves the right at any time to suspend the Director from the performance of some or all of his duties under this Agreement in connection with any investigation or matter with which he 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.
- 16.2. During any period of suspension:
 - 16.2.1. the Director shall, if requested by the Company, refrain from contacting or communicating with employees, customers, clients and professional contacts of the Company;
 - 16.2.2. 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
 - 16.2.3. 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.

17. Garden leave

Once notice to terminate the employment has been given by either party in accordance with this Agreement or if the Director resigns without giving the required period of notice and the Company does not accept that resignation, the following provisions will apply for such period as the Company in its absolute discretion may decide:

- 17.1. the Company will not be obliged to provide the Director with any work or require him to perform any duties or may require him to perform such specific duties as are expressly assigned to him by the Company for such period as the Company in its absolute discretion may decide;
- 17.2. the Company may exclude the Director from its premises and may require him not to be involved in the business of the Company;
- 17.3. the Director's salary and all contractual benefits will continue to be paid or provided;
- 17.4. the Director will remain bound by his obligations under this Agreement;
- 17.5. 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 his possession, custody, care or control and shall provide a signed statement that he has complied fully with the terms of this clause. The Director must not retain any copies or extracts of such property;
- 17.6. 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;

- 17.7. 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;
- 17.8. the Company may require the Director immediately to resign without claim for compensation from any office which he holds in the Company. If he fails to do so, the Director hereby irrevocably appoints the Company to be his attorney to execute any document or do anything in his name necessary to effect his resignation;
- 17.9. 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;
- 17.10. at the end of any period of garden leave imposed, the Company may make a payment in lieu of the balance 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.

18. Grievance, disciplinary and dismissal procedures

- 18.1. A copy of the grievance policies and procedures of the Company can be obtained from Richard James. 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.
- 18.2. A copy of the disciplinary and dismissal policies and procedures of the Company can be obtained from Richard James. 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.

19. Data protection

- 19.1. 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 his 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 his 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.
- 19.2. 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 his duties and for legitimate business purposes.

20. 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.

21. 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.

22.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.

23.Miscellaneous

- 23.1. This Agreement is governed by and constructed according to the laws of England and Wales.
- 23.2. The parties submit to the non-exclusive jurisdiction of the English Courts and Tribunals.
- 23.3. There are no collective agreements which affect the terms and conditions of the Director's employment.
- 23.4. 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.
- 23.5. 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.
- 23.6. 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.
- 23.7. The Director cannot assign this Agreement to anyone else.

The Director and Robert Fisk 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: TNSN

Address of the Company: 18 Wadham Road, London, SW15 2LR

Name of the Director: Peter Jones

Address of the Director: Flat 15, Manor Place, 8 Bridge Street, Walton-on-thames, Surrey, KT12 1AB

Date of commencement of employment with the Company: 26 April 2016

No employment with a previous employer counts as continuous employment with the Company.

Hours of work: The Director shall carry out his duties between the hours of 9:30 and 18:00 with 60 minutes for a break.

Working days: There are no fixed working days.

Holidays: The Director is entitled to 20 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 10.

Pension: Details of the Company's pension scheme are set out in clause 13.

Salary: The Company shall pay the Director an annual salary of ££50,000.00 with the first monthly payment being made on the 26 of April 2016.

Termination of employment: The employment will continue until either party gives the other 12 weeks' notice.

Job description:

Work Hard

Disciplinary and dismissal policies and procedures: Details are contained in the staff manual/employee handbook which can be obtained from the person responsible for disciplinary and dismissal policies and procedures.

Person responsible for disciplinary policies and procedures: Peter Kidd

Grievance policies and procedures: Details are contained in the staff manual/employee handbook which can be obtained from the person responsible for grievance policies and procedures.

Person responsible for grievance policies and procedures: Peter Kidd

Appeals procedure: Details are contained in the staff manual/employee handbook which can be obtained from the person responsible for disciplinary and dismissal policies and procedures.

Signed by: _____

Peter Jones, in the presence of:

Name of witness: Peter k

Address of witness: 101 Underhill Road, London, se22 0qs

Occupation of witness: Director

Signature of witness: Director

Signed by: _____

Robert Fisk, on behalf of the Company, in
the presence of:

Name of witness: _____

Address of witness: _____

Occupation of witness: _____

Signature of witness: _____