

FULL-TIME EMPLOYMENT CONTRACT

THIS AGREEMENT IS MADE the 1st August 2018.

BETWEEN:

(1) Sprintr Limited, company number SC575408, whose registered office is at 6 Logie Mill, Beaverbank Business Park, Edinburgh, EH7 4HG (the '**Employer**');

and

(2) Reece Jones of 6/6 Kings Road Edinburgh, EH15 1EA (the '**Employee**').

This document and the attached Schedule sets out the principal terms and conditions of employment which apply at the date hereof ('**this Agreement**').

1. COMMENCEMENT AND JOB TITLE. The Employer agrees to employ the Employee from 1st August 2018 in the capacity of Developer.

[The employment is subject to the satisfactory completion of a 3 month probationary period.]

The Employee's duties which the job entails are set out in the job description attached to this Agreement. The Employee's duties as set out in the attached job description may from time to time be reasonably modified as necessary to meet the needs of the Employer's business.

2. PLACE OF WORK. The Employee's normal place of work will be 1-3 Canon Street, Edinburgh, EH3 5HE but [he/she] will also be required to carry out work at various other locations in the United Kingdom. The normal course of the Employee's work may involve overnight stays away from home. The Employee will not be required to work away from home for a period longer than one week at any one time. Any reasonable expenses incurred by the Employee during these periods will be reimbursed by the Employer. No overtime or enhanced rate of pay will apply when the Employee is working away.

3. SALARY. The Employer shall pay the Employee a salary of £25,000 per year by equal monthly instalments in arrears.

4. HOURS OF EMPLOYMENT. The Employee's normal days of work are Monday to Friday for a total of 37.5 hours each week with work to commence by 11am each day. The Employee may sometimes be required to work weekends and evenings and to work more than 48 hours in a given week. Any hours worked in excess of 37.5 hours in one week may be taken as time off in lieu by arrangement with the Employee's line manager. Overtime will not be paid.

5. HOLIDAYS. The Employee shall be entitled to 35 days' holiday per calendar year which includes all public holidays. Holidays must be taken at a time that is convenient to the Employer and no more than 3 weeks' holiday may be taken at any one time. The employee will be required to use 3 days of his/her annual holiday allowance over the Christmas period while the office is closed. Holidays must be agreed with the Employer as early as possible. The minimum notice the Employer requires for holidays is:

- one week for a half-day's or full day's holiday;
- two weeks for up to four consecutive days' holiday; and
- four weeks for holidays of one week or more.

The Employee should ensure that he/she has obtained permission for holidays before

entering into any commitment to, for example, book flights.

6. EMERGENCY DAYS. In addition to the Employee's statutory entitlement to take unpaid time off to deal with urgent issues with dependents, the Employee is entitled to 8 Emergency Days per calendar year. '**Emergency Days**' are days on which the Employee can be absent from work by notifying the Employer before 10:00am on the day of absence of (i) the intention to use an Emergency Day, and (ii) the reason for taking the Emergency Day. Emergency Days can only be taken in circumstances of real emergency. Examples of emergencies include: sickness of the Employee or a dependant of the Employee; medical appointments; breakdown in care for a dependant of the Employee. Failure to use Emergency Days appropriately may result in disciplinary action.

7. SICKNESS. In the event of the Employee's absence from work because of sickness or injury the Employee must notify the Employer prior to 10:00 am on the first day (and each subsequent day) of absence of the reason for the absence and the expected duration of it. The Employee shall provide the Employer with a medical certificate in the case of absence of more than seven consecutive days, which certificate(s) will cover each subsequent period of sickness absence.

The Employee will not receive Statutory Sick Pay ('**SSP**') or normal remuneration at all for the first 3 Qualifying Days of sickness. For the purposes of this Agreement, the Employee's '**Qualifying Days**' are Monday to Friday. SSP is payable for sickness from the 4th Qualifying Day in line with the statutory entitlement. The Employee shall receive his entitlement to SSP (if any) for certified periods of absence in line with the statutory entitlement.

Subject to notification and certification as required in this clause of this Agreement normal remuneration will be paid from the 4th Qualifying Day for a maximum of 2 weeks in any period of twelve months. Such remuneration will be less the amount of any SSP or Social Security sickness benefits to which the Employee may be entitled.

Normal remuneration during a period of sickness will not be payable for any day that a disciplinary meeting has been arranged as part of the Disciplinary Procedure that the Employee is subject to.

8. COLLECTIVE AGREEMENTS. There are no collective agreements in force directly relating to the terms of your employment.

9. PROBATION. Your ongoing employment by the Employer is subject to a probation period of three months during which time you will be required to demonstrate your suitability for the position in which you are employed. To this end your progress will be assessed on a regular basis.

Your employment may be terminated during or at the end of the probation period (or during or at the end of any extension to your probation) on the grounds of unsuitability for the role, poor or unsatisfactory performance, misconduct, poor attendance, poor timekeeping, lack of capability, for reasons of health and safety or if it is believed or established that you do not have the qualifications, experience or knowledge that you claimed to have at the time of recruitment. This list is not exhaustive. Any termination will be confirmed to you in writing and there will be no right of appeal.

10. TERMINATION. The Employer may terminate this Agreement by giving written notice to the Employee as follows:

- a. with not less than one weeks notice during the first three months of continuous employment;
- b. with not less than four weeks notice after the first three months and during the first two years of continuous employment;

- c. with not less than one week's notice for each full year of continuous employment after the first four years until the twelfth year of continuous employment; and
- d. with not less than twelve weeks' notice after twelve years of continuous employment.

The Employer may terminate this Agreement without notice or payment in lieu of notice in the case of serious or persistent misconduct such as to cause a major breach of the Employer's disciplinary rules.

The Employee may terminate this Agreement by giving written notice to the Employer as follows:

- a. with not less than one weeks notice during the first three months of continuous employment;
- b. with not less than four weeks notice after the first three months and during the first two years of continuous employment;
- c. with not less than six weeks notice thereafter.

11. PENSION. The Employer does not currently operate or participate in any pension scheme applicable to your employment other the Government auto-enrolment scheme. A contracting-out certificate is not in force in respect of your employment.

12. CONFIDENTIALITY. The Employee is aware that during his/her employment he may be party to confidential information concerning the Employer and the Employer's business. The Employee shall not during the term of this employment disclose or allow the disclosure of any confidential information (except in the proper course of her employment). After the termination of this Agreement the Employee shall not disclose or use any of the Employer's trade secrets or any other information which is of a sufficiently high degree of confidentiality to amount to a trade secret. The Employer shall be entitled to apply for an interdict to prevent such disclosure or use and to seek any other remedy including without limitation the recovery of damages in the case of such disclosure or use.

13. RESTRICTIVE COVENANT. In order to protect the Employer's interest in its goodwill and business connections, you hereby undertake that:

13.1 You shall not at any time prior to the termination of your employment either on your own behalf or for any other person directly or indirectly approach, canvass, solicit or otherwise endeavour to entice away from the Employer the custom of any person who is a customer, client or supplier of the Employer and you shall not use your knowledge of or influence over any such customer, client or supplier to or for your own benefit or for the benefit of any other person carrying on business in competition with the Employer or otherwise use your knowledge of or influence over any such customer, client or supplier to the detriment of the Employer.

13.2 You shall not for a period of 6 months after the termination of your employment either on your own behalf or for any other person supply, directly or indirectly and whether solicited by you or not, any goods or services to any person or company who at any time during the 6 months preceding the termination of your employment both has been a customer, client or supplier of the Employer and with whom you shall have personally had dealings.

Each sub-clause of this clause constitutes an entirely separate and independent restriction on you. Where any sub-clause of this clause is held void or unlawful or

unenforceable in any respect then such sub-clause shall be severed from this contract without prejudice to the validity or enforcement of the other sub-clauses of this contract.

If you should receive from any person, firm or company an offer of employment or engagement to commence at any time during the period of the restrictions set out in this clause, you agree to forthwith provide to such person, firm or company a copy of the restrictions contained in this clause and, if you accept the offer, you shall immediately notify the Employer of the person, firm or company's identity and a description of the principal duties of the position accepted and you shall confirm to the Employer in writing that you have provided that person, firm or company with a copy of the restrictions contained in this clause.

14. DISCIPLINE AND GRIEVANCE. The Employer's disciplinary rules and the grievance and appeal procedure in connection with these rules are set out in the documents entitled **Disciplinary Procedure** and **Grievance Procedure**.

15. NOTICES. All communications including notices required to be given under this Agreement shall be in writing and shall be sent either by personal service or first class post to the Parties' respective addresses.

16. SEVERABILITY. If any provision of this Agreement should be held to be invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.

17. IMPLIED TERMS. In addition to the terms and conditions of this Agreement and attached Schedule, the Employee agrees that the implied terms of trust and confidence between an employer and an employee, and in particular including the duty of good faith and of confidentiality, applies to the Employee as an employee of the Employer.

18. WARRANTY. You warrant that you have the right to work in the UK and further agree to immediately notify the Employer should there be any change in your circumstances which may affect your right to work in the UK. The Employer reserves the right to terminate your employment (with or without notice, as appropriate) should your right to work in the UK be withdrawn. Any misrepresentation of your employment status is a serious disciplinary offence which may result in your summary dismissal.

19. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish courts.

IN WITNESS OF WHICH the Parties hereto have signed this Agreement the day and year first above written.

SIGNED _____

Signed by or on behalf of Sprintr Limited in the presence of (witness)

SIGNED _____

Signed by Reece Jones in the presence of (witness)