



**PRIVATE & CONFIDENTIAL
ADDRESSEE ONLY**

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Our Ref: 1506091

Date Sent: 14 November 2023

Hi Usha Mysore Rangaswamy,

Congratulations! We're delighted that you're joining the Virgin Media O2 family, it's great to have you on-board!

You are employed by Telefonica UK Limited for the role of Lead Business Analyst starting on 08 January 2024, working across the Virgin Media O2 joint venture.

On starting, you'll report to Simon Alavi who will be your line manager.

Below you'll find your contract of employment. It's important that you take some time to read it and confirm your acceptance. If you're any questions on this, reach out to your resourcing partner.

To help make sure that we get everything in place before you start, we need to complete a few pre-employment checks, some of which are legally required and without them satisfactorily being in place your offer of employment may be withdrawn.

You may be asked to complete a criminal record check, any delay with us getting this check back may result in your start date with us being delayed, so please complete this as soon as possible.

Once you've accepted the offer, you'll need to access Oracle again to complete some 'tasks'. Some of these are mandatory such as providing your bank details and uploading your P45. Completing all these tasks will help to make sure we've got you set up for day one.

In the meantime, follow [this link](#) to find out more information about being part of Virgin Media O2. Use registration code **VMO2Welcome** to access the site.

Once again, massive congratulations on your new role, we're counting down the days until you join us. Until then, if we can help in any way, get in contact by emailing us at peopleservices@virginmediao2.co.uk

Telefonica UK Limited





For and on behalf of Telefonica UK Limited

Telefonica UK Limited

Authorised and regulated by the Financial Conduct Authority. Reference number: 718822
Registered in England and Wales. Registration number: 1743099. Registered office: 500 Brook Drive, Reading, United Kingdom, RG2 6UU.





Contract of Employment

Introduction

This contract is between you, Usha Mysore Rangaswamy and Telefonica UK Limited of 500 Brook Drive, Reading, United Kingdom RG2 6UU ("Telefonica"). Any reference to the O2 brand name equally refers to your employer Telefonica UK Limited.

In addition to this contract there are other communications which set out the basis of our relationship. These include but are not limited to: Your cover letter, The "Business Principles" leaflet, the Security Handbook, Telefonica policies and procedures, our intranet site and other internal communications.

Your Start Date

Your employment with Telefónica commences on 08 January 2024. You are employed on a Permanent basis.

Your Position

You are employed as Lead Business Analyst. Your grade is PCGT. You will report to Simon Alavi or such other person as Telefonica determines from time to time.

Telefonica has the right to make reasonable changes to your responsibilities from time to time so it can meet business needs and customer expectations. In addition, as well as your normal responsibilities, you may be asked to perform additional tasks which fall within your capabilities and skills and Telefonica is entitled at any time to appoint another person or persons to act jointly with you.

Competition Law

Information exchange between competitors (e.g. Tesco Mobile and Telefonica UK) can amount to an infringement of competition law. In certain circumstances, mere receipt of information may amount to a competition law infringement.

The potential consequences of infringing competition law are serious both for companies and for individuals. Significant penalties can be imposed on companies that breach competition law, e.g. fines of up to 10% of global turnover. Investigations in themselves are a huge distraction for the business in terms of costs and time, and adverse impact on reputation is significant.

During the course of your employment and your secondment you may be in receipt of commercially sensitive information. At all times, you shall strictly follow Telefonica UK internal Competition Law policies and procedures.

Obligations under your contract of employment

You are reminded that you are under various obligations pursuant to your contract of employment, including in particular a duty of confidentiality to Telefonica UK. Should your actions result in a breach of confidentiality or an infringement of competition law, there could be serious implications for you personally, including disciplinary action under the CAP Policy and, potentially, termination of employment. If you have any concerns or questions about your obligations you should raise these with your line manager.





Your Salary

Your salary is £77,000.00 per annum payable monthly in arrears on the last working day of each month. Your salary will be paid directly into your UK bank or building society account.

Your basic salary will be reviewed annually. Any increase will be entirely at the discretion of Telefonica. Any increase in salary in any year does not create an expectation or oblige Telefonica to make an increase in any subsequent year.

The salary range for your grade will be reviewed each year.

Your Bonus

In addition to your basic salary, you are eligible to participate in the discretionary, non-contractual annual management bonus scheme.

Your award will be determined by your personal performance, business performance and the bonus criteria set by Telefonica from time to time. For full details and eligibility, refer to the bonus scheme rules available on our internal intranet pages.

Upon termination of employment, for any reason and whether terminated by you or the Company, any bonus payment will be determined by the Company at its sole discretion.

Payment under this or any bonus scheme in any year does not create a contractual entitlement or an expectation or oblige Telefonica to make a bonus payment in any subsequent year.

Telefonica reserves the right at its sole discretion to amend or withdraw the discretionary bonus arrangements at any time.

Your Location

Your place of work is UK Tesco Mobile, Wellington Street - Regional. However, Telefonica may require you to work at other locations on a temporary or permanent basis, so that it can meet its business needs. Telefonica will give you reasonable notice of any change to your normal place of work.

If you are a home worker, you will work from home (in the UK) but will need to attend Telefonica offices for meetings as and when required. You will be supplied with the necessary equipment to enable you to work from home and this equipment will remain the property of Telefonica at all times and should not be used for private purposes. Whilst you work at home, you are responsible for your own safety and should ensure you comply with all relevant health and safety guidelines. This arrangement may be terminated with 3 months' notice in writing by Telefonica. Should you wish to cease home working, you must apply in writing, giving 3 months' notice of your wish to be considered for an office-based position.

You may be required to travel both within and outside the UK in order to properly carry out your duties (but not outside the UK for longer than one month). However, other than on business trips, you are not permitted to work outside the UK without prior written permission from Telefonica. If you work from home at any time you shall comply with all data security and confidentiality requirements. Details can be found on our internal intranet pages.

Your Probation

The first 6 Months of your employment constitutes a probationary period. When you

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satisfactorily complete the probationary period, your employment may be confirmed. Telefonica may decide to extend the probationary period at its discretion. During the probationary period and subject to the other terms of this Agreement, your employment may be terminated by either party giving one month's notice in writing.

Once you have completed your probationary period the notice terms detailed under 'Your Notice Period' will apply.

Your Notice Period

Should you wish to terminate your employment with Telefonica (following successful completion of the probationary period) you are required to give 3 months' notice in writing.

The period of notice given by Telefonica to terminate your employment is 3 months' in writing.

Telefonica has the right to terminate your employment without notice or payment in lieu of notice in the event of gross misconduct or if you are in serious breach of the terms and conditions of your employment.

Your Hours

You are employed on a Permanent Full time basis.

Your base hours of work are 37 hours per week excluding lunch. If you are expected to work more than 6 hours in one day you are entitled to a 30 minute unpaid break. Telefonica reserves the right to require you to take lunch breaks and other rest breaks as directed.

Telefonica may require you on occasions to work outside normal hours without additional remuneration in order to meet business and customer needs. Whilst Telefonica will endeavour to take reasonable steps to ensure that such requests are only made in exceptional circumstances, you are required to work such hours as are necessary to carry out your role.

Your Attendance Pattern

Attendance is based upon the requirements of your business area. You will be contracted to work and may be required to attend at any time during the core opening hours of your business area.

Telefonica reserves the right at any time to vary your attendance pattern in accordance with the requirements of the business.

Exceptional Attendance

You agree that the 48 hour limit on average weekly working hours set out in the Working Time Regulations 1998 shall not apply to you with the effect that you may work more than an average of 48 hours in each 7 day period in the applicable reference period. You may withdraw your agreement in this respect by giving three months' prior written notice to Telefonica.





Your Holidays

Your holiday allowance is 25 days holiday per year. Telefonica's holiday year runs from 1st January to 31st December. These holidays are in addition to normal bank and public holidays.

Your holiday allowance will increase subject to your length of service and your grade but subject to specified limits, details are on the company intranet pages.

Where you are employed on a part-time contract your annual holiday will be pro-rated accordingly.

Where you are employed for part of a holiday year only, either on commencement or termination of employment, the amount of holiday is pro-rated.

Telefonica encourage you and in certain circumstances can require you to take all your holidays in the relevant holiday year. Holidays should be agreed with your line manager, booked and approved on our self-service HR system before making any relevant travel arrangements.

Unused holiday may only be carried forward to the next holiday year with the prior agreement of your manager and the maximum number of days which can be carried forward from one holiday year to the next is 5. No payment in lieu will be made for any unused holiday, except on termination of employment.

If notice has been served by either party to terminate your employment, Telefonica reserves the right to require you to take any unused accrued holiday entitlement during the notice period.

If you have taken more working days' paid holidays than your accrued entitlement, you agree that Telefonica is permitted to deduct the appropriate amount from your final salary instalment. Any payment or deduction of holiday on termination will be based on 1/260th of salary.

If your employment is terminated for gross misconduct or other matters warranting summary dismissal without notice or payment in lieu of notice, you will only be entitled to payment for accrued but unused holiday based on your minimum holiday entitlement under the Working Time Regulations 1998.

Your Health

Sick Pay

Telefonica provides company sick pay which will be paid at the rate of statutory sick pay for the first six months of employment. Once probation has been completed Telefonica will provide three months' full pay, followed by three months' half pay over a four-year rolling period, once this has been used-up this will go down to zero pay. To qualify for this payment, you will need to follow Telefonica's sickness and absence processes.

Failure to comply with the Telefonica sickness and absence process may result in disciplinary action being taken against you and Telefonica withholding sick pay.

Paid Leave





You may also be eligible to additional paid leave in accordance with our people policies, details can be found on our intranet site.

Your Benefits

Flexible Benefits

We operate a discretionary flexible benefits programme, which, in addition to your contractual benefits, is part of your Total Reward. Flexible benefits allow you select benefits that better suit your personal circumstances.

Healthcare Plan

During your employment you are entitled to be a member of the Healthcare Plan subject to T&Cs in force at the time. You will be automatically entitled to cover for you, paid for by the Company, and you can choose to add your spouse/partner and children at your own additional cost subject to the T&Cs in force at the time. Healthcare is a taxable benefit in kind where provided as a company paid entitlement, and you have the option to opt out of it should you choose to do so.

If you leave Telefonica, your entitlement to membership of the Healthcare Plan, and any employee paid cover for your dependants, will cease on your last day of service.

Company insurance schemes

You will be eligible to participate in the Company insurance schemes - Life Assurance, Income Protection Insurance & Personal Accident Insurance. Your participation in and any benefits received under any of the insurance schemes is subject to the rules of the relevant scheme, as amended, including any minimum period of employment requirements and the terms of any applicable insurance policy and is conditional upon your complying with and satisfying any applicable requirements of the insurers. The Company shall not have any liability to pay any benefit to you under any insurance scheme unless it first receives payment of the benefit from the insurer under the scheme. The Company reserves the right to amend or withdraw any of these insurance schemes at its discretion from time to time. This includes altering the cover provided or any term of the scheme or ceasing to provide (without replacement) the scheme at any time if in the opinion of the Company your state of health is or becomes such that the Company is unable to insure the benefits under the scheme at the normal premiums applicable to a person of your age. The provision of these insurance schemes does not in any way prevent the Company from lawfully terminating this contract for prolonged sickness absence even if to do so would deprive you of membership of or cover under any such scheme. Further information on the Company insurance schemes is available on the Company Intranet.

Your Car Benefit

You will be entitled to receive a car allowance in accordance with your grade and the Telefonica Company Car policy.

If you meet the business needs vehicle criteria you will be eligible to either receive the car

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allowance or you can choose a car on the basis of business need, which will be in accordance with your grade and the Telefonica Company Car policy. If you don't meet the business needs criteria, Telefonica reserves the right to withdraw this benefit (company car) giving 3 months' notice.

It's the employee's responsibility to return a company vehicle in an acceptable condition either at the end of its contract or when you leave Telefonica. Where there is any damage in addition to fair wear and tear on the vehicle you will be **personally liable for the costs of repairs to the returned vehicle** and you consent that the company can deduct any monies owed from your salary or any money owed to you by Telefonica.

The company car will be a taxable benefit to you.

It is the employee's responsibility to read, understand and comply with the Telefonica Company Car policy.

You will need to provide details of your driving licence so Telefonica UK can make sure you are legally allowed to drive on company business. You agree the Company can review your licence at any time during your employment.

Pension

You will be eligible to join the Telefonica UK Pension Scheme ("the Scheme") (or any arrangement set up in place of the Scheme) from the date of joining. More information regarding the Scheme can be found on our intranet or our pensions website.

The Company will comply with its statutory duties in relation to automatic enrolment legislation. If you satisfy certain criteria, you will be automatically enrolled into the Scheme subject to the terms and conditions of the Scheme in force from time to time.

If you join the Scheme (either voluntarily or because you meet the criteria to be automatically enrolled) then the default way of paying your contributions is by salary sacrifice.

General Terms and Conditions

To ensure that both you and Telefonica are clear as to what to expect of each other, Telefonica has established an intranet site, which contains information and policies on the way we do business, which relates to your employment at Telefonica. As soon as you start employment with Telefonica, you must familiarise yourself with these policies and procedures.

You must comply at all times with the policies and procedures available on our intranet and regularly review them. The policies and procedures do not form part of your contract of employment and they can be changed, replaced or withdrawn at any time at the discretion of Telefonica.

We ask that you pay particular attention to Telefonica's business principles, security policies, and to our communications policy.

During your employment with Telefonica you shall, unless prevented by ill health or other unavoidable cause, devote the whole of your working time, attention and ability to carrying out your role for Telefonica. You shall not engage in any activity capable of detracting from the proper, efficient and loyal performance of your duties under this contract. You must, at

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all times, act in the best interests of Telefonica.

Telefonica has issued this contract to you in order to comply with its statutory obligations.

Certain terms and conditions are subject to established collective bargaining arrangements and may be changed from time to time.

In the unlikely event of any conflict between this contract and any other communication you may receive from Telefonica, this contract will prevail.

Expenses

Telefonica will reimburse any reasonable out of pocket expenses which you may incur whilst on Telefonica business in accordance with Telefonica's business expenses policy, which can be found on our intranet and subject to you providing valid receipts. You are responsible for claiming all business expenses in a timely manner in line with the policy.

Conflict of Interest

You must not during your employment, except with the prior written consent of Telefonica, be directly or indirectly engaged, concerned or interested in any other trade, business or occupation whatsoever which competes with or is likely to conflict in any way with the business interests of Telefonica (or any Group company), or which may preclude or hinder you from fulfilling your duties and responsibilities to Telefonica.

Further, you must not during your employment (except with Telefonica's prior written consent) introduce to any business which competes with Telefonica or any Group company orders for goods, products or services which are similar to any of the goods, products or services offered by Telefonica or any Group company. If you're concerned about any activity you must inform your Manager.

Deductions from Salary

You hereby authorise Telefonica to deduct from your pay or any monies due to you (including, but not limited to, holiday pay, sick pay, pay in lieu of notice, bonus or commission payments) any amounts which are owed by you to Telefonica or any other Group company including, but not limited to, any training fees, overpayments of salary, season ticket or other loans, relocation payments or sums due to Telefonica as a result of your use of a corporate credit card.

Telefonica may recover from you a sum in respect of any holiday you may have taken in excess of your entitlement and may deduct this sum from any sums due to you from Telefonica as at the date of termination of your employment.

Exclusion from duties/suspension

At any time during your employment, including during your notice period ("garden leave") or to investigate a potential disciplinary or regulatory matter, Telefonica may:

- exclude you from any Telefonica or Group Company premises and/or limit your access to systems;
- require you not to perform any duties (or only to perform specified duties) for Telefonica or for any Group Company;
- instruct you not to communicate orally or in writing with suppliers, customers, employees, agents or representatives of Telefonica or any Group company;

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- instruct you to return property or disclose such information as required in the Return of Telefonica Property clause below

During any such period:

- you will continue to be paid and receive your contractual salary and benefits in full, but you will not be entitled to be compensated for any bonus which you are prevented from earning during such suspension or exclusion;
- you shall remain an employee of Telefonica and remain subject to your statutory and contractual obligations and duties;
- you shall not commence any other employment or engagement, or be involved in preparations to do so;
- you shall ensure that Telefonica knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
- any accrued untaken annual leave which you may have must be taken during a period of Garden Leave prior to the last day of your employment with Telefonica. No monies will be paid in lieu for accrued untaken annual leave remaining on the termination of your employment

Confidentiality and Communicating with the Media

In the ordinary course of your employment you will be exposed to information about the business of Telefonica and any other Group company and the suppliers and customers of Telefonica or any Group company which is confidential or is commercially sensitive and which may not be readily available to competitors or the general public and which if disclosed may cause significant harm to Telefonica or any other Group company, suppliers or customers.

You must not whether during or after your employment, except as authorised or required by your duties as an employee of Telefonica, reveal to any person, firm, company or organisation or otherwise make use of any Confidential Information (defined below). Nothing in this clause will prevent you from disclosing information as required by law.

For the purposes of this clause, "Confidential Information" includes trade secrets, secret or confidential operations, processes or dealings or any information (which is not in the public domain) concerning the organisation, business, the Telefonica or O2 brand, finances, pricing structures, transactions, tenders, bids, equipment, activities, strategies or affairs of Telefonica or any Group company (including lists of customers, clients or suppliers of Telefonica or any Group company) which may come to your knowledge during your employment. "Confidential Information" also includes any information designated as confidential by Telefonica or any Group company or which to your knowledge has been supplied to Telefonica or any Group company subject to an obligation of confidentiality, and which comes to your knowledge during your employment. The restrictions contained within this clause shall cease to apply with respect to any information, confidential report or research which comes into the public domain otherwise than through an unauthorised disclosure by you or a third party.

You should not, unless specifically authorised to do so, communicate with the media or disclose any "Confidential Information" to the media under any circumstances.

Furthermore, you should read and make yourself fully aware of the Company's "Communication Policy". Breach of this policy may result in disciplinary action against you, up to and including dismissal.

In particular when accessing any social networking or social media site, e.g., Facebook or

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Twitter, you should: comply with the rules of that specific site; you should apply our Business Principles at all times; you should never give out confidential company information about our products, services, strategy, customers or their personal data or post any material (including words, video, audio recordings and images) that may harm Telefonica; you should be clear that any views you express about Telefonica, its products or services, employees or customers, are your own and not Telefonica/O2's view. You can use the following text to make this clear: "These are my own personal views and not Telefonica/O2's". As a general rule, if you could be identified as a Telefonica employee online, then you should behave in the same way you would at work or at a Telefónica function and comply with our policies. Failure to do so may result in disciplinary action under the Company's "Conduct, Attendance and Performance" ("CAP") policy which could result in a sanction up to and including dismissal.

Project Beacon

Due to Telefonica's involvement in different partnership structures, during the course of your employment you may be in receipt of commercially sensitive information or be required to participate in meetings and discussions with actual or potential competitors. At all times, you shall strictly follow Telefonica's internal Competition Law policies and procedures.

In addition, if you are involved in the Beacon programme (Telefonica's mast sharing agreement with Vodafone) there is a specific set of guidelines ('Competition Law Guidelines') which you shall read and agree to comply with and a bespoke information sharing e-learning programme ('Beacon Information Sharing') which you shall complete on commencement of your duties (*).

Post Termination Covenants

You acknowledge that following termination of your employment you will be in a position to compete unfairly with Telefonica and/or the Group as a result of the confidential information, trade secrets and knowledge about the business, operations, customers, employees and trade connections of Telefonica and the Group you have acquired or will acquire and through the connections that you have developed and will develop at the expense of Telefonica. You agree to enter into the restrictions in this clause for the purpose of protecting Telefonica's and the Group's legitimate business interests and in particular the confidential information, goodwill and the stable trained workforce of Telefonica and the Group.

For the purposes of this clause the following words and expressions shall have the following meanings

- "Business" the business or businesses of Telefonica namely the provision of mobile and fixed communications services including voice, mobile data, broadband and internet services and any other business carried on by Telefónica or any Group company from time to time;
- "directly or indirectly" you acting either alone or jointly with or on behalf of any other person, firm or company, whether as principal, partner, manager, employee, worker, contractor, director, consultant, investor or otherwise;
- "Group" has the meaning defined by section 474 of the Companies Act 2006 (or any other statutory modification or re-enactment of that Act) where Telefonica SA or Virgin Media O2 (VMED O2 UK Limited) is the parent/Holding Company;

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- "Key Personnel" any person who is at the Termination Date or was at any time during the period of 12 months prior to the Termination Date employed or engaged as a consultant in the Business in an executive, senior managerial or senior sales capacity and with whom you had dealings during the 12 months prior to the Termination Date;
- "Prospective Customer" any person, firm or company which has been engaged in negotiations, with which you have been personally involved, with Telefonica or any Group company with a view to purchasing goods, products or services from Telefónica or any Group company in the period of 12 months prior to the Termination Date;
- "Relevant Area" any country in which Telefonica or any Group company carries on the Business;
- "Relevant Customer" any person, firm or company which at any time during the 12 months prior to the Termination Date was a customer of Telefonica or any Group company, with whom or which you dealt or for whom or which you were responsible in a supervisory or managerial capacity on behalf of Telefonica or any Group company at any time during the 12 months prior to the Termination Date;
- "Relevant Goods or Services" any goods or services competitive with those supplied by Telefonica or any Group company at any time during the 12 months prior to the Termination Date with which you were involved or concerned at any time during the 12 months prior to the Termination Date;
- "Relevant Period" the period of 6 months from the Termination Date except that any period of Garden Leave served by you shall reduce the Relevant Period accordingly. If your employment is terminated during your probationary period such Relevant Period shall be reduced to three months.
- "Relevant Supplier" any person, firm or company which at any time during the 12 months prior to the Termination Date was a supplier of any goods, products or services (other than utilities and goods or services supplied for administrative purposes) to Telefónica or any Group company and with whom or which you had personal dealings during your employment;
- "Restricted Business" shall mean any part of the Business which:
 - a) is carried on by Telefónica or any Group company at the Termination Date; or
 - b) was carried on by Telefónica or by any Group company at any time during the period of 6 months immediately prior to the Termination Date; or
 - c) is to your knowledge to be carried out by Telefónica or by any Group company at any time during the period of 6 months immediately following the Termination Date;
 - d) and which you were materially concerned with or had management responsibility for (and had substantial confidential information regarding) in either case at any time during the period of 12 months immediately prior to the Termination Date;
- "Termination Date" the date on which your employment with Telefónica terminates.
- Compete for purposes of this clause includes setting up a service or selling a product equivalent to a service or product to the Restricted Business in any country of the Relevant Area where Telefónica intends to provide that service or product within six months of the Termination Date.



You shall not without the prior written consent of Telefónica directly or indirectly at any time within the Relevant Period engage or be concerned or interested in any business within the Relevant Area which competes with or will at any time during the Relevant Period compete with the Restricted Business save as a shareholder of not more than 3% of any public company whose shares are quoted on any recognised stock exchange or the Alternative Investment Market.

You shall not without the prior written consent of Telefónica, directly or indirectly at any time within the Relevant Period in respect of any Relevant Goods or Services:

- solicit the custom of any Relevant Customer;
- facilitate the solicitation of the custom of any Relevant Customer; or
- deal with any Relevant Customer.

You shall not without the prior written consent of Telefónica, directly or indirectly at any time within the Relevant Period in respect of any Relevant Goods or Services:

- solicit the custom of any Prospective Customer; or
- facilitate the solicitation of the custom of any Prospective Customer; or
- deal with any Prospective Customer.

You shall not without the prior written consent of Telefónica, directly or indirectly at any time within the Relevant Period: (a) interfere; or (b) endeavour to interfere, with the continuance of supplies to Telefónica and/or any Group company (or the terms relating to those supplies) by any Relevant Supplier.

You shall not without the prior written consent of Telefónica directly or indirectly at any time during the Relevant Period entice away from Telefónica or any other Group company or endeavour to entice away from Telefónica or any other Group company, any Key Personnel.

You shall not without the prior written consent of Telefónica directly or indirectly at any time during the Relevant Period employ or engage or endeavour to employ or engage, any Key Personnel.

You acknowledge that the provisions of this clause are fair, reasonable and necessary to protect the goodwill and other legitimate interests of Telefónica and any other Group company.

You acknowledge that the provisions of this clause and its sub clauses are entirely separate and independent restrictions.

If any of the restrictions or obligations contained in this clause and its subclauses are adjudged to be void or ineffective for whatever reason but would be adjudged valid and effective if it or another restriction were deleted in whole or in part then such restriction shall apply with such deletions as may be necessary to make it valid and effective.

You acknowledge and agree that you shall be obliged to draw the provisions of this clause to the attention of any third party who may at any time before or after the termination of your employment offer to engage you in any capacity and for whom or with whom you intend to work during the Relevant Period.

You shall, at the request and cost of Telefonica, enter into a direct agreement or

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undertaking with any other Group company to which you provide services whereby you will accept restrictions corresponding to the restrictions in this clause (or such of them as may be appropriate in the circumstances) as Telefonica may require in the circumstance.

Intellectual Property Rights

For the purposes of this clause the following words and expressions shall have the following meanings:

"Intellectual Property Rights" means (i) copyrights, patents, utility models, trademarks, service marks, trade names, design rights (whether registered or unregistered), domain names, rights in get-up, goodwill and the right to sue for passing off, database rights, all rights whatsoever in computer programs, firmware, 'apps' and other computer software and data, semiconductor topography rights, moral rights, know-how, Confidential Information, and proprietary information rights (ii) all other intellectual proprietary rights and similar or equivalent rights as may exist anywhere in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights:

"Inventions" means all inventions, improvements, modifications, processes, formulae, models, ideas, discoveries, prototypes and sketches, drawings, plans or specifications for them or other matters which you either alone or with one or more others may make, devise or discover during your employment with Telefonica and which pertain to or are actually or potentially useful to the commercial or industrial activities from time to time of Telefonica or any Group Company or which pertain to or result from or are suggested by any work which you have done or may do during your employment with Telefonica whether or not patentable or capable of registration, and whether or not recorded in any medium.

You acknowledge that all Inventions, Intellectual Property Rights relating to Inventions, and all materials embodying the Inventions, shall automatically belong to Telefonica to the fullest extent permitted by law. To the extent that they do not vest in the Telefonica automatically, you will hold them on trust for Telefonica.

You will promptly disclose and deliver to Telefonica for the exclusive use and benefit of Telefonica full details of any Inventions upon the making, devising or discovering of the same irrespective of whether they were so made, devised or discovered during normal working hours or using the facilities of Telefonica. You will at the request of Telefonica and in any event on the termination of your employment, give all information and data in your possession as to the exact mode of working, producing and using the same to Telefonica and will also at the expense of Telefonica give all such explanations, demonstrations and instructions to Telefonica as Telefonica may deem appropriate to enable the full and effectual working, production or use of the same.

You acknowledge that except as provided by law, no further remuneration or compensation other than that provided for in this Agreement is or may become due to you in respect of your compliance with this clause, provided that this clause is without prejudice to your rights under Section 40, Patents Act 1977 or any similar provision of applicable law.

You will, without additional payment (except to the extent provided in Section 40, Patents Act 1977 or any similar provision of applicable law), whether or not during your employment, at the expense of Telefonica, promptly execute and do all acts, matters, documents and things necessary to enable Telefonica or its nominee to apply for and obtain any or all applicable Intellectual Property Rights in any or all countries relating to any Inventions or other materials produced by you.





You: (a) will, both during and after your employment with Telefonica, do anything necessary to confirm vesting of title to any or all applicable Intellectual Property Rights (except only to the extent that such Intellectual Property Rights fail to vest in Telefonica) in any or all countries relating to any Inventions or other materials produced by you during your employment; and (b) will with full title guarantee assign (insofar as title to them does not automatically vest in Telefonica) to Telefonica by way of future assignment all copyrights arising in any original material (including without limitation source code and object code for software) produced by you during your employment, whether during the normal hours of work of Telefonica or otherwise or at the premises or using the facilities of Telefonica or otherwise, being the exclusive right to do and to authorise others to do any and all acts restricted by the Copyright Designs and Patents Act 1988 in relation to such material in the United Kingdom together with copyright in all other countries of the world (and/or any similar rights in countries where such rights exist) for the whole term of such copyright including any extensions or renewals and including the right to sue for damages and other remedies in respect of any infringements of the copyrights in such material or conversion of infringing copies of the material prior to the date of this Agreement to hold unto Telefonica absolutely; and (c) waive all present and future moral rights arising under the Copyright, Design and Patents Act 1988 (and all similar rights in other jurisdictions) from any such original material so far as you may lawfully do so in favour of Telefonica and for, the avoidance of doubt, this waiver shall extend to the licensees and successors in title to the copyright in the said material.

You will do nothing (whether by omission or commission) during your employment or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by Telefonica or its nominee and you shall keep the Inventions confidential. In particular, but without limitation, you shall not disclose the subject matter of any Inventions that may be patentable before Telefonica has had the opportunity to apply for any patent or patents.

You will at the direction and expense of Telefonica promptly render all assistance within your power to obtain and maintain the Intellectual Property Rights in the inventions and related materials or any application for any extension of them throughout the world, and for the full term of those rights.

You will at all times during your employment with Telefonica take care not to infringe the Intellectual Property Rights of any third party.

Return of Telefonica Property

On the date your employment terminates or if instructed to do so at any other time including during any period of garden leave/suspension:

you shall disclose all log-in details, passwords and PINs used by you to access Telefonica or Group Company accounts and devices;

you shall irretrievably delete all Confidential Information and any other information relating to the business of Telefonica or any Group Company stored on any electronic media or drive or in any internet, email or social media account or in the cloud and all matter derived from such sources which is in your possession or under your control outside Telefonica's premises. If you have used a personal or third-party device to access any Confidential Information or any other information relating to the business of Telefonica or any Group Company, then you agree that Telefonica may inspect such device to ensure that you have complied with this clause ; and

you must return to Telefonica, no later than the termination date, all property belonging to

Telefonica UK Limited





Telefonica or any Group Company or relating to its or their business including documents, files and correspondence, (whether in written or electronic or other form, and including copies) credit cards, business cards, keys, computer software and hardware, security passes, any company car, and any electronic device. You agree that if you do not return such property Telefonica has the right to deduct the equivalent monetary value of such property from any monies owed by Telefonica to you on termination.

Grievance

Telefonica's non-contractual grievance policy and procedures are set out in full on our intranet site, including details of the appeals process.

Conduct, Attendance and Performance

Telefonica's non-contractual Conduct, Attendance and Performance ("CAP") policies and procedures are set out in full on our intranet site. Telefonica reserves the right to suspend you from work on full pay during any investigation into alleged acts or defaults involving you.

General

This contract will be governed by and shall be construed in accordance with English Law.

The parties submit to the exclusive jurisdiction of the English Courts with regard to any disputed claim arising under this contract.

You agree with Telefonica that no term of this contract (including the terms of any documents incorporated either expressly or by implication into this contract) shall be enforceable by a Third Party in his own right or by virtue of Section 1 (1) of the Contracts (Rights of Third Parties) Act 1999 and for the avoidance of doubt this contract may be rescinded or varied in whole or in part by agreement between you and Telefonica without the consent of any such third party. For the purposes of this clause, a "Third Party" means any person who is not named as a party in this contract.

Data Protection

Telefonica is registered under the General Data Protection Regulations (as amended, updated or applied within the UK) to hold and process employee data. For further information on how we manage and protect your data please refer to the Employee Data Protection Notice included in this pack.

You shall comply with the relevant obligations contained in Data Protection Legislation and associated codes of practice and successive and amending legislation when processing Personal Data relating to any employee, worker, customer, client, or supplier in the performance of your duties under this contract. Further details are set out in our data protection policy and other related policies, including our Data Protection Notice which you are required to read and acknowledge.

To ensure regulatory compliance and for the protection of its workers, clients/customers and business, Telefonica reserves the right to monitor, intercept, review and access your telephone, internet usage, voicemail, email and other communication facilities provided by Telefonica during the terms of this Agreement. Telefonica will use this right of access reasonably, but it is important that you are aware that communications and activities on Telefonica's equipment or premises cannot be presumed to be private.





Meaning of words used

For the purposes of this contract, the following words and expressions shall have the following meanings:

"Group" has the meaning defined by section 474 of the Companies Act 2006 (or any other statutory modification or re-enactment of that Act) where Telefónica S.A. is the parent/Holding;

"Holding Company" has the meaning defined by section 1159 of the Companies Act 2006 (or any other statutory modification or re-enactment of that Act);

"Subsidiary" has the meaning defined by section 1159 of the Companies Act 2006 (or any other statutory modification or re-enactment of that Act).

"Data Protection Legislation" means the Data Protection Act 1998 (as amended), the Data Protection Act 2018 and the General Data Protection Regulation 2016/679, and any other current or subsequent data protection legislation as applicable; and

"Personal Data" means personal data, sensitive personal data and special categories of personal data, as defined in the Data Protection Legislation.

Yours sincerely,
Signed on behalf of Telefonica

Your Acceptance

I Usha Mysore Rangaswamy confirm my agreement that this contract constitutes my contract of employment with Telefonica.

I give my consent to allow Telefonica to obtain references from my previous employers.

Please click the Accept button to confirm acceptance of this offer of employment.

