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## **Contractor Agreement**

**Created by:**

Alina Bavrovska ExpoPlatform Ltd

**Prepared for:**

**Ruslan Semenov**

## 1.Header Information

The date of this Agreement is 08 of December, 2019 (the "Signing Date")

This is an agreement between:

**ExpoPlatform Limited** with its registered office at 28 Chesterton Road, Cambridge, Cambridgeshire, CB4 3AZ, UNITED KINGDOM ("the Company" in this Agreement); and

**Ruslan Semenov** whose address is Ukraine, 03039, Kyiv, str.Holosiivska 13A, ap.260 ("You" in this Agreement).

## 2.Overview

This is the Contractor Agreement and it sets out the terms of your service provision to the Company. It includes all the things that the law requires the Company to tell You.

## 3.Your Appointment

3.1 Service provision starts on the date shown in paragraph 1 of Schedule 1. It will continue, on the basis of the terms of this Contract, until either You or the Company gives the other not less than the number of weeks prior written notice to end it shown in paragraph 2 of Schedule 1.

3.2 The first 3 month of service provision is a probationary period, when both the Company and you can see how we get on but the Company may extend this period for up to a further 2 months if it decides to. At any time during this probationary period, You or the Company can terminate this Contract by one week's prior 'Notice'. A Notice is defined later in this Agreement (in clause 21).

3.3 During the probationary period the Company will be reviewing how well You are getting on with the job. At the end of the period, the Company will tell You in a Notice whether or not You have been successful.

3.4 You agree that the Company can transfer your service provision to any Associated Company at any time.

## 4.Your Confirmations

4.1 You confirm that You are free to enter into this Contract, and that You will not be in breach of any other Contract, or any court order, by working with the Company.

4.2 You also confirm that You are entitled to work in the country in which you are contracted and that You will send the Company a Notice straight away if You are no longer allowed to work in the country where you are contracted.

## 5. Service provision

5.1 Your position is set out in paragraph 3 of Schedule 1. Your specific services are set out in the service description in paragraph 3, but the Company can ask You to carry out other services as long as it is reasonable about it.

5.2 You will use all your ability for, and spend all your time and energy on, the Company's business unless You are "incapacitated". (Incapacity covers things like sickness and is dealt with in clause 11.)

5.3 You will comply with all the Company's lawful orders and all applicable terms of the Staff Handbook.

5.4 You will report your own wrongdoing, and any wrongdoing (or proposed wrongdoing) of any other employee or director of the Company, to the Board as soon as You become aware of it.

5.5 You will comply with the Company's anti-corruption and bribery policy.

## **6.Place of Work**

6.1 Your normal place of work is set out in paragraph 4 of Schedule 1, but You will also work in any other place within the area set out in paragraph 5 of Schedule 1 if the Company asks You to.

6.2 You agree to travel in the Ukraine and abroad on business if the Company asks You to. The Company will not ask You to work outside the Ukraine for a non-stop period of more than one month.

## **7.Hours of Work**

7.1 Your normal hours of work are set out in paragraph 6 of Schedule 1, but You must work any additional hours that are necessary for You to carry out your work properly. The Company does not have to pay You extra money for any additional time that You work.

## **8. Services cost**

8.1 The Company will pay You for services of the amount set out in paragraph 7 of Schedule 1. This sum includes any fee that You may be due if You become an officer of the Company or any Group Company of which the Company is a member (such as a director, for example).

8.2 Services will be earned from day to day and the Company will pay it direct into your bank account by monthly instalments at the end of each month on or about the date each month, which is set out in paragraph 8 of Schedule1.

8.3. The Company will review your service cost annually, but it does not have to increase it. The Company will not review your service cost after a Notice to end this Agreement has been given by You or the Company.

8.4. The Company retains the right to make payments in one of the listed currencies: US dollar, Euro, Pound sterling, and You agree that the Company is not obliged to notify You before each payment what currency it is.

8.5. The Company and You agree that any bank fees for effecting payments arising in the country of the Company shall be paid by the Company, any bank fees for effecting payments arising in Your country shall be paid by You.

8.6. Company shall not withhold any tax amounts from the amounts payable to You in the Company's country of residence. You shall remain liable for all taxes, duties and other obligatory payments in Your country of residence.

## **9.Expenses**

9.1 The Company will reimburse You for all approved reasonable expenses that You incur completely, appropriately and necessarily for your work. However, You must produce VAT or tax receipts or other appropriate evidence of your expenditure before the Company will pay You.

9.2 Please refer to the Staff Handbook for the Company's expenses policy.

## **10.Holidays**

10.1 You are entitled to the number of days' paid holiday in each holiday year shown in paragraph 9 of Schedule 1, and also the usual public holidays in Ukraine shown in paragraph 10 of Schedule 1. The Company's holiday year runs between the dates set out in the Schedule. If your service provision starts or finishes part way through a holiday year, your holiday for that year will be prorated (rounded up to the nearest whole day).

10.2 You must obtain approval from the Company in advance before taking holiday, or before carrying forward any untaken holiday into a later holiday year.

10.3 You are not entitled to payment instead of an untaken holiday.

10.4 If You have taken too much holiday when your service provision comes to an end, the Company can deduct from any sums that it owes to You one day's pay (calculated as 1/260th of your annual salary) for each excess day.

10.5 If You or the Company sends a Notice to end this Contract, the Company can require You to take unused holiday during the notice period.

10.6 Your holiday does not build up whilst You are absent from work for a non-stop period of one month or more because of incapacity (such as sickness). In this case, your holiday for the relevant holiday year will be reduced in proportion to the time over one month that You are away.

## **11.Incapacity**

11.1 In this Contract, 'incapacity' means any sickness or injury which prevents You from carrying out your duties.

11.2 If You comply with the Company's procedures for absence through incapacity, the Company will continue to pay You for your services whilst You are incapacitated for up to a total of the number of weeks in any 52 week

period shown in paragraph 11 of Schedule 1. If you do not comply with the Company's procedures for absence through incapacity, you may lose your right to "absence through incapacity" pay. Your qualifying days for "absence through incapacity" pay purposes are your normal working days, which are the days set out in paragraph 6 of Schedule 1.

11.3 You agree to be medically examined at the Company's expense by a doctor selected by the Company, if asked. You also agree that the Company may discuss any medical report with the doctor, and that the Company may keep a copy of the report

11.4 If it appears that You may be able to claim damages or compensation against someone for your incapacity, You will tell the Company straightaway. If You recover any money award or compensation You must pay to the Company that part of it that relates to loss of earnings already paid by the Company (less the reasonable costs of recovering it). You will not have to pay the Company more than the Company has paid to You during your incapacity.

11.5 The Company can end this Contract even though You might lose your right to sick pay or any other benefits as a result.

## **12. Intellectual Property**

12.1 You will give the Company full details of all inventions that You make during the period of service provision with the Company that could be used in the Company's business.

12.2 You agree that all intellectual property rights in these inventions belong to the Company absolutely from the moment You invented them. But if these rights don't come to the Company automatically by law, You will do everything necessary to transfer them to the Company, including signing any assignments or other legal documents that are reasonably required. You also give the Company power to sign these assignments and other legal documents on your behalf as your "attorney".

12.3 You give up all the "moral rights" that You have or will have in your inventions ("moral rights" are described in a piece of legislation called the Copyright, Designs and Patents Act 1988 and cover, for example, your right to be identified as the originator of the invention).

12.4. For the avoidance of doubt, any source code, designs, patents, algorithms, and processes conceived or developed for the duration of this agreement shall belong wholly and exclusively to the Company.

## **13. Confidential Information and Data Protection**

13.1 You will see confidential information in your work and so You agree not to disclose it to anyone unless:

13.1.1 your work makes it necessary to disclose it;

13.1.2 the Company approves disclosure;

13.1.3 the law requires disclosure;

13.1.4 the information is in the public domain, or;

13.1.5 disclosure is protected by section 43A of the Employment Rights Act 1996 (which deals with 'whistle-blowing').

13.2 In this Contract, confidential information means any information about the Company's business in any form that is confidential to the Company. It includes such matters as trade secrets, technical and financial data, and business contacts.

13.3 You confirm that You have read, understood the Company's data protection policy, which is available from Alina Bavrovska. You confirm that you will comply with the Company's data protection policy when handling personal data during your service provision, including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Company. You will also comply with any other policy of the Employer in relation to processing data. The Company may change its data protection policies at any time, but it will tell You about the changes in writing.

13.4 If you do not comply with the Company's data protection policy or any other policy of the Company that deals with processing data, this may be an act of misconduct or even as gross misconduct leading to summary dismissal under the Company's disciplinary procedure.

13.5 The Company will collect and process information about you in accordance with the privacy notice provided to you or available on the company intranet.

#### **14. Payment Instead of Notice**

14.1 The Company may, if it decides to, end this Contract straightaway at any time by paying You a sum of money instead of the notice You would have been due under clause 3.1. The sum will be the basic service cost for your notice period. It will not include any payment for bonus or commission, benefits or holiday that would have been earned during the notice period.

14.2 The Company may pay the payment instead of notice by equal monthly instalments until the date on which your Notice would have expired. You must look for alternative income during this period and if You receive any income, You must tell the Company about it straightaway. The Company is allowed to reduce its payments instead of notice by the amount of alternative income that You receive.

14.3 You have no right to payment instead of notice unless the Company decides to pay it.

14.4 Nothing in this clause stops the Company from ending this Contract if You are in breach of its terms.

#### **15. Termination Without Notice**

15.1 The Company is allowed to end this Contract straight away, without giving You any notice period, for the reasons listed below. In this case, the Company only has to pay You money that You have earned up to the date of termination. It does not, for example, have to pay You for any further service cost or for any lost notice period.

15.2 Reasons for ending the Contract straight away without giving You a notice period are:

15.2.1 You are guilty of very serious or "gross" misconduct that affects the Company's business;

15.2.2 You commit a serious breach of this Contract on one or more occasions;

15.2.3 You refuse or fail to obey the Company's reasonable orders;

15.2.4 You are, in the Company's reasonable opinion, negligent (meaning unreasonably careless) or incompetent in carrying out your duties;

15.2.5 You commit a criminal offence (other than a minor traffic offence);

15.2.6 You are declared bankrupt, or You make an arrangement with creditors You owe money to delay or put off your debts, or You have an administration order made against You in relation to those debts;

15.2.7 You become ineligible to work in the country where you are contracted;

15.2.8 You are guilty of fraud or dishonesty, or You act in a manner which the Company believes damages the reputation of You or the Company, or which might seriously affect the Company's business badly;

15.2.9 You breach the Company's anti-corruption and bribery policies or procedures;

15.2.10 You breach the Company's rules on email;

15.2.11 You are unable to carry out your duties because You are incapacitated for the total number of weeks in any 52 week period shown in paragraph 11 of Schedule 1;

15.2.12 You cease to hold the professional qualification required for this job.

15.3 The reasons listed in clause 15.2 do not limit any other rights of the Company to end this Contract.

## **16. Your Responsibilities on Termination**

16.1 At the end of the Contract, You must do the following things:

16.1.1 return to the Company straight away all its property that You have in your possession or to which You have access.

16.1.2 delete straight away all information about the Company's business which is stored electronically in your possession or to which You have access outside the Company's premises.

16.1.3 sign a statement that You have fully complied with these responsibilities.

## **17. Competing with the Company**

17.1 You will not be involved in any way with any other business whilst You are providing the services to the Company unless the Company gives You written permission.

17.2 You won't do any of the following for twelve months from the date when your service provision for the Company ends:

17.2.1 try to take away from the company any of the Company's customers that you worked with or were materially involved with in the last twelve months of your service provision in order to do business with them that competes with the business, products or services of the Company that You were involved in during the twelve months before You left the Company;

17.2.2 accept any business from any of the Company's customers that you worked with or were materially involved with in the last twelve months of your service provision in order to do business with them that competes with the business, products or services of the Company that You were involved in during the twelve months before You left the Company;

17.2.3 try to get any of the Company's customers that you worked with or were materially involved with in the last twelve months of your service provision to stop doing business with the Company or reduce the amount of business that they do with the Company;

17.2.4 try to take away any of the Company's employees that you worked with in the last 12 months of your service provision;

17.2.5 work for or be involved in any way with a business that competes with the business, products or services of the Company.

17.3 You agree that it is fair and reasonable for the Company to make the restrictions in this clause 17 to protect trade secrets and business connections that You have or will have access to. You also agree that You won't do any of these things for anyone else or get them to do them for You.

## **18. Disciplinary and Grievance procedures**

18.1 The Company's disciplinary and grievance procedures apply to You, although they are not part of this Contract and can be viewed online within the Staff Handbook.

18.2 If You wish to raise a grievance or to appeal against a disciplinary decision, You must follow the Company's procedures for this.

18.3 The Company is allowed to suspend You from some or all of your duties for up to sixty days whilst it is investigating any disciplinary matter which involves You, or whilst any disciplinary procedure involving You is ongoing.

18.4 If the Company does suspend You, the following rules will apply to You:

18.4.1 You will continue to receive payment for services and your contractual benefits;

18.4.2 You will remain a Company contractor and be bound by this Contract;

18.4.3 You will keep the Company informed of where You are and how You can be contacted;

18.4.4 the Company is allowed to stop You entering its offices or other premises;



18.4.5 the Company is allowed to tell You not to have any contact or dealings with its other employees/contractors or its business contracts, advisers, or shareholders.

## **19. Collective Agreements**

19.1 Your service provision is not affected by a collective agreement

## **20.Change in Company Structure**

20.1 If this Contract terminates because the Company is restructured or joined with another Company for any reason or by any method (including winding-up) and You are offered to work by a business that emerges from those events, then You will not be able to claim against the Company or the other business that your service provision has ended, as long as the service provision You are offered by the emerging business is on terms which, overall, are not significantly less favourable than this Contract.

## **21.Notices**

21.1 If You or the Company wants to give notice to the other, it must be in writing. The Notice can either be delivered by hand or by e-mail or posted by pre-paid first class post to the other's address shown at the beginning of this Contract. If You move your address, You must give the Company a new address for Notices, and the Company will do the same if it changes its address.

## **22.General**

22.1 This agreement constitutes a contract for Services and not a contract of employment and nothing in this agreement shall constitute or be construed as constituting or establishing any employment relationship, partnership or joint venture between the parties or between the Company and You for any purpose. No previous discussions or agreements form part of it.

22.2 If You or the Company wish to change this Contract, the change must be in writing and it must be signed by You and the Company.

22.3 No one other than You and the Company has any rights under this Contract.

22.4 Nothing in this Contract limits liability for fraud.

22.5 This Contract is made under English law and You and the Company agree that the English courts are the only place where disputes arising from it may be decided.

## **23.Signing**

Please confirm that You agree to the terms of this Agreement by signing below.

1. Signed by **Tetiana Pinchuk** on behalf of **ExpoPlatform Ltd**

A handwritten signature in blue ink, appearing to be 'Tetiana Pinchuk', with a stylized, cursive script.

2. Signed by **Ruslan Semenov**

Ruslan Semenov

## **Schedule**

### **SCHEDULE PART 1 - KEY INFORMATION**

1. Your service provision start date is 08.12.2019 .
2. Your notice period in clause 3.1 is 4 weeks.
3. Your position is Lead Front End Developer and services description is developing and testing user interfaces, creating markup, writing unit tests as appropriate, and any other front-end development tasks that the company may deem necessary. You will be working closely with the wider product development team on ensuring that our product performs to the highest standards..
4. You will be working remotely.
5. The area within which You can be asked to work is *Ukraine*.
6. Your normal hours of work are 09:00 to 18:00, Monday to Friday.
7. Cost of services will be £20 per hour.
8. Your monthly cost of services will be paid on or about the 7th of every month.
9. Your number of paid days' holiday is 16 in each year running from 01 January.
10. The list of paid public holidays: 1 January, 2 January, 7 January, 8 March - half a day, Easter Day, 1 May, 2 May, 24 August, 14 October half a day, 31 December.
11. The total number of weeks' incapacity in clause 11.2.which can lead to termination is 5.