

Upminster Court
133 Hall Lane
Upminster, Essex
RM14 1AL

t 01708 259400

f 01708 259170

27th September 2022

Private & Confidential

Thomas Bishop
Flat B
39 Nellfield Place
Aberdeen
AB10 6DH

Dear Thomas,

Following your recent interview, I am delighted to make you a formal offer of employment with One World Global Trade Management Limited, in the position of Frontend Software Engineer with a salary of £45,000 per annum.

You will see that your Contract of Employment is attached. Please sign and return to the Human Resources department, along with a signed copy of this letter to confirm your acceptance of our offer.

Should you wish to raise any queries on any of your terms and conditions, please phone the Human Resources team on 01708 259481.

I do hope that you accept this offer and we look forward to working with you.

Yours sincerely



Paul Stone
Group Director of Human Resources

ONE WORLD


Upminster Court
133 Hall Lane
Upminster, Essex
RM14 1AL

t 01708 259400

f 01708 259170

I have read, understood and accept the above terms and those contained in the written statement of terms and conditions.

Employee's signature:


Thomas Bishop (Sep 29, 2022 10:26 GMT+1)

Date: Sep 29, 2022

Contract of Employment

This Agreement is made between Thomas Bishop (“you”) and One World Global Trade Management Limited, Upminster Court, 133 Hall Lane, Upminster, Essex, RM14 1AL (“the Employer”).

Dated: 27th September 2022

For the purpose of this agreement “**Group**” means the Employer and its subsidiaries and any holding company of the Employer and any subsidiary of such holding company (all as defined in the Companies Act 2006) and any associated company (which expression shall mean any other company of which the Employer or its holding company or any subsidiary of the company or its holding company beneficially holds not less than 20% of the equity share capital).

Your employment with the Employer is governed by the terms and conditions contained in this agreement which is effective from the date of signature. This agreement cancels and is in substitution for all previous letters of engagement, agreements, arrangements and contracts of service (whether oral implied or in writing) between you and the Employer and or any other company in the Group and relating to your services, all of which shall be deemed to have been terminated by mutual consent as from the Commencement Date.

In the event that there is any conflict between the terms of this agreement and the provisions of the offer letter or any Employee Handbook, the terms of this agreement shall prevail. The Employer reserves the right (to be exercised reasonably) to amend the terms of this agreement.

1 JOB TITLE

You will be employed by the Employer as a Frontend Software Engineer, reporting to the Frontend Software Engineering Technical Lead.

2 COMMENCEMENT

Your employment with the Employer will begin on 12th October 2022 (the “Commencement Date”), unless mutually agreed otherwise. No employment with any previous Employer counts towards your period of continuous employment with the Company.

3 DUTIES

The Employer may (i) require you to carry out different or additional duties consistent with your status and position in the Employer, (ii) require you to perform duties for, or hold office in, any other Group Company without additional remuneration, and/or (iii) engage another person as a temporary replacement for you and/or carry out some or all of your duties on a temporary basis if you are suspended or unable properly to carry out some or all of your duties for any reason.

You undertake to work to the best of your ability and to use your best endeavours to promote, develop and extend the Employer's business and interests and that of any other company in the Group.

The Employer requires the highest standards from you in your performance at work and your general conduct and in particular you must:

- be diligent, honest and ethical in the performance of your duties and during working hours devote the whole of your time, attention and abilities to them;
- do your best to promote the interests of the Employer and any other company in the Group;
- comply with all reasonable and lawful directions given to you by the Employer;
- not do anything during your employment with the Employer in competition with the business interests of the Employer;
- render your services in a professional and competent manner in willing co-operation with others and at all times conform to the reasonable directions of your supervisor;
- conduct your personal and professional life in a way which does not risk adversely affecting the Employer's standing and reputation;
- undertake such travel as may be required for the proper performance of your duties;
- adhere to any policies and/or procedures from time to time in force;
- promptly provide to your line manager (in writing if required) all information, explanations and assistance that your line manager may reasonably require in connection with the business or affairs of the Employer or any other company in the Group and your employment;
- be polite and courteous in your behaviour at all times and dress appropriately and maintain a high standard of tidiness; and
- at all times comply with the rules and procedures of any association or professional body to which the Employer and/or you may from time to time belong.

You must not, without first obtaining the prior written consent of your line manager, take up any other employment or hold any office or directly or indirectly be interested or involved in any capacity in any other business, organisation, entity or occupation whilst working for the Employer. You must not accept gifts, money, hospitality or any other benefits from any person, firm, organisation, entity or business with whom or which you are or may be involved as a result of or in connection with your employment with the Employer without first obtaining the prior written permission of your line manager. You must not, without the prior written consent of your line manager, send any email(s) containing work related information or Confidential Information from the Employer's computer system to any personal or non-Employer email account or personal or non-Employer system or take work related information stored or presented in any form out of or away from the Employer's premises for any purposes. You must not reproduce from memory any such information outside the Employer's premises for any purposes.

You must notify your line manager immediately of:

- any circumstances which could result in the Employer incurring any liability to a third party for negligence; or
- any plan you have or action taken which could reasonably be considered to relate to activity which is in breach of a duty or lawful obligation to the Employer; or
- any circumstances where there is a reasonable suspicion that a colleague is materially breaching a duty or lawful obligation owed to the Employer or any other company in the Group (including any of the obligations which you have which are referred to in this agreement), or is not observing rules and/or procedures for the proper conduct of the Employer's business;
- any competitor (or its employees, directors or officers) approaching you or any colleague where there is any influence to breach employment obligations owed to the Employer;
- comply with any electronic communications systems policy that the Employer may issue from time to time; or

- any competitor (or its employees, directors or officers) approaching you or any colleague where this relates to any interest in the One World IT platform or functionality or any associated information, know-how, data, processes or materials.

All such matters will be treated in the strictest confidence.

4 PLACE OF WORK

Your normal place of work will be We Work, 2nd Floor, 8 Devonshire Square, London, EC2M 4PL.

You may be required to:

- travel both inside and outside the United Kingdom on the business of the Employer or any other company in the Group; and/or
- transfer to another place of work within or outside the United Kingdom either a temporary or indefinite basis, upon reasonable prior notice for the proper performance of your duties.

5 HOURS

Your normal working hours are from 09.00-17.30, Monday to Friday inclusive with a one-hour lunch break. You are, however, expected to work without additional pay for such additional hours as may be reasonably expected of you and as are consistent with your appointment.

The Working Time Regulations 1998 provide that the average working time including overtime must not exceed on average 48 hours for each period of 7 days. You agree to work in excess of 48 hours per week should the Employer require you to do so. If you wish to terminate this agreement to opt-out of the 48-hour working week average you are required to give the Employer not less than three months' written notice of your intention to do so.

6 SALARY

Your salary will be paid in equal monthly instalments in arrears at the rate £45,000 per annum by direct transfer to your bank/building society account subject to appropriate deductions. Your salary will be reviewed annually, with effect from 1 April each year. A salary review does not, however, guarantee that any increase to salary will be implemented and any increases to salary are entirely at the Employer's discretion.

7 BONUS

The Employer may, depending upon the Company's performance and your overall performance, pay you a bonus of up to 20% of your annual salary per annum. No bonus will be payable if either you are under notice (however given) or your employment has terminated in both cases before the date on which that bonus is paid out. Any bonus payment that may be made to you shall be purely discretionary and shall not form part of your contractual remuneration under this agreement.

8 EXPENSES

The Employer will reimburse you for all expenses wholly, properly and necessarily incurred by you in the performance of your duties, upon production of all relevant receipts.

9 BENEFITS

For the performance of your duties, the Employer may, at its sole discretion, provide you with any or all of a credit card, mobile phone or laptop computer. If you are provided with any such item you must comply with any applicable policies or procedures regarding its or their use. Any such item must be returned to the Employer on demand and you will be held personally liable for any loss of or damage to such items. If issued with a credit card, you must use it only for the legitimate business of the Employer and you will be required to provide relevant receipts for all such expenditure.

Any benefits supplied to you or your family from time to time that are not expressly referred to in this agreement are provided ex gratia, and shall not form part of your contract of employment.

10 PENSION

If eligible, the Company will auto-enrol you into a pension scheme, in accordance with its pensions auto-enrolment obligations, once you have completed 3 months' service.

Full details of the scheme are available on the Company's HR site 'myHR', which include information about the minimum level of contributions that you will be required to make during your membership and your right to opt out if you do not want to be a member of the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.

Membership of the scheme is subject to its rules as may be amended from time to time and the organisation may replace the scheme with another pension scheme at any time.

If you cease to be a member of the scheme for any reason, the organisation will re-enrol you automatically into a pension scheme as and when required by law.

11 DEDUCTIONS

For the purposes of the Employment Rights Act 1996, by signing this agreement you authorise the Employer to deduct from your remuneration (which for this purpose includes all and any salary, bonus, holiday pay, sick pay and any other payments to you) any debts or sums owed by you to the Employer or any Group Company including, without limitation, any over payment of salary and holiday pay, and the balance of any advances or loans made to you by the Employer (and interest where appropriate). In the event of such sums being due to the Employer on the termination of your employment, and if you're final remuneration payments are insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the Employer within one month of the date of the termination of your employment.

12 SICKNESS AND SICK PAY

You must notify your line manager at the earliest opportunity if you are unable to perform your duties due to sickness or injury and in any event by 10.00am on the first day of absence. Upon returning to work you must complete a self-certification form for all absences from work of up to seven calendar days. For periods of absence totalling more than 7 calendar days, you must give the

Employer one or more medical certificates from your doctor stating the reasons for your absence, covering the total duration of your period of absence. You may also be required to produce a medical certificate confirming your fitness to return to work.

Any statement made by you or on your behalf or in any document produced by you relating to your absence from work due to sickness or injury which the Employer reasonably believes to be untrue and/or misleading or to have been falsified will be treated as gross misconduct and may result in your summary dismissal.

There is no contractual right to payment for periods of sickness absence. Subject to the provisions of this clause and the Employer's right to terminate this agreement, the Employer may, at your line manager's discretion, pay you your full salary for a maximum of 30 days of incapacity in any period of 12 months (whether or not consecutive) ("Company Sick Pay") provided always that you have complied with the terms of this clause. Company Sick Pay will be inclusive of statutory sick pay or any other state sickness benefit to which you are entitled.

You will not be entitled to Company Sick Pay if:

- you have less than 12 months' continuous employment
- you refuse to agree to a request by the Employer that you attend a medical examination or test, and/or authorise any doctor (including your own doctor) to prepare a medical report on you and to disclose and discuss any such report or any medical records with the Employer as set out below;
- your incapacity has been caused by participation in dangerous sports or activities;
- you fail to comply with any notification and certification requirements imposed by the Employer from time to time including but not limited to those referred to in this clause;
- you make or produce any misleading or untrue statement or document as provided above; or
- you are the subject of current disciplinary proceedings or formal performance management proceedings.

This list is not exhaustive.

You agree to repay the Employer on request such sums as you may receive by way of sick pay if you recover compensation and/or damages from any third party including the Employer as a consequence of your suffering illness and/or injury in respect of which sick pay was paid by the Employer and you further agree for the purposes of this clause to disclose immediately to the Employer all details relating to the payment of such compensation and/or damages.

If you witness or are involved in an accident at work involving personal injury, whether to you, a colleague or a member of the public, however minor, you must report all relevant details to your immediate supervisor or manager as soon as possible.

You agree for the purpose of your employment on request by the Employer and at the Employer's expense to submit to medical examinations and tests by such doctor or doctors as the Employer shall nominate. You agree also to authorise the doctor or doctors responsible for such examinations to prepare one or more medical reports detailing the results of such examinations and to disclose and discuss the same with the Employer and/or its medical advisors subject to the Access to Medical Reports Act 1988 (if applicable). You will also authorise your own doctor to disclose and discuss with the Employer and/or its medical advisers any information about your health or medical record having an actual or potential bearing upon your ability to perform your duties this agreement.

13 HOLIDAY

In addition to the usual paid public and bank holidays, you will be entitled to 20 working days' paid holiday in every calendar year, to be taken at such time or times as approved by your line manager. Your holiday entitlement will increase by 1 day for every 2.5 years' completed service, up to a maximum of 25 days.

You will, if required by the Employer, work on any public holiday. Where you work on a public holiday, you will be entitled to a day's holiday in lieu. You will not, without prior written consent, be entitled to carry forward any accrued holiday entitlement from one calendar year to the next.

It is the Employer's policy to grant holiday leave at times that suit individual employees insofar as this is possible and practicable, taking into account the needs of the business. However, where an employee requests time off at a particularly busy time, at a time when other employees in the same department have already been granted leave or at a time when the employee's absence would otherwise cause difficulties for the business or department, the employer may refuse to grant time off on the dates requested.

Subject to the above, the Employer will seek, wherever possible, to allow you to use your holiday entitlement to observe special religious holidays or festivals. All employees, whatever their religion or belief, will be treated equally in this respect.

As with all annual leave, you should make an application for such leave through MYHR, the Employer's electronic HR system, specifying the dates on which you wish to take leave. You must give the required minimum notice period for all holiday leave under the Employer's policy in order to maximise the chances of securing the holiday dates of your choice.

If your employment commences or terminates part way through a holiday year, your entitlement to holiday during that year will be calculated on a pro rata basis. The Employer reserves the right to require you to take any accrued but untaken holiday during any notice period. If the Employer exercises its right to put you on Garden Leave in accordance with clause below, you will be deemed to take any outstanding holiday during that period. You will not accrue any holiday entitlement in respect of any period of notice for which you are paid in lieu.

Pay in lieu of holiday not taken will not be made except (where appropriate) on termination of employment. If on termination of your employment you have taken more or less holiday than your then accrued entitlement, a proportionate adjustment will be made by way of an addition to or a deduction from (as appropriate) your final gross pay calculated on a pro rata basis. One day's pay for these purposes is 1/260th annual basic salary.

During any continuous period of absence due to illness (of one month or more), you shall not accrue holiday under this contract over and above your entitlement under the Working Time Regulations 1998. Your entitlement under clause 15 above for the holiday year in which such absence takes place shall be reduced pro rata, but shall not fall below your entitlement under the Working Time Regulations 1998.

Any annual leave taken during a particular leave year is set off against the first 20 days of your entitlement to statutory annual leave.

14 GARDEN LEAVE

Provided that it continues to pay your salary and to provide you with all your contractual benefits (or at its option to pay a sum in lieu of such benefits) the Employer shall be entitled at its absolute discretion to require you during any period of notice (or any part of such period) and until the termination of your employment:

- not to carry out your duties and/or some or your duties and/or to exercise your powers or responsibilities under this agreement;
- not to attend your place of work or any other premises of the Employer or any other company in the Group;
- not to make contact with any employees, agents, customers, suppliers or distributors of the Employer or any other company in the Group except as directed by the Employer;
- not to have any involvement with or access to the One World IT platform or functionality or any associated information, know-how, data, processes or materials;
- to work from your home and/or to carry out exceptional duties or special projects outside the normal scope of your duties and responsibilities.

The Employer will be entitled to announce to its employees, agents, customers, suppliers or distributors or those of any other company in the Group that you have been given notice of termination or resigned.

Unless the Employer agrees otherwise, you will not, during Garden Leave:

- hold yourself out as a director or officer of the Employer or any other company in the Group;
- make any comments to any person about the change to your duties, except to confirm that you are on Garden Leave and that you have been given notice of termination or resignation as the case may be.

You acknowledge that during Garden Leave you remain employed by the Employer and that the terms of this agreement and your implied duties (including those of good faith, fidelity and exclusive service) continue to apply.

You must not work for any other person or on your own account and shall remain readily contactable and available to work for the Employer or any company in the Group. Should you work for any other person or on your own account or fail to be available work for any work at any time having been requested by the Employer to do so, your right to the salary in respect of such period of non-availability shall be forfeited notwithstanding any other provision of this agreement.

15 TERMINATION

The first 6 months of your employment will be a probationary period, during which the employer may terminate your employment by giving you 1 weeks' notice. Thereafter, your notice period to be given by the Employer will be the statutory minimum, depending upon your length of service.

You are required to give at least three months' notice of termination of your employment.

During any period of notice, you must give the Employer all necessary assistance and co-operation in ensuring a smooth and orderly hand-over of your duties as the Employer may reasonably require.

The Employer reserves the right at its sole discretion to pay you salary (less tax and NI deductions) only in lieu of notice (either for the whole or any part of your notice period) upon termination of your employment (rather than you working out your notice period). This provision applies whether notice to terminate your employment is given by you or by the Employer. For the avoidance of doubt, any payment in lieu of notice shall not include any bonus, commission payments, benefits, or holiday entitlement that might otherwise have been due during the notice period.

The Employer may pay any sums due under the clause above in equal monthly instalments until the expiry of the outstanding notice period. Any payments made in this way are subject to you taking all reasonable steps to secure alternative employment during the outstanding notice period, and you are obliged to notify the Employer of any income you receive. The instalment payments shall then be reduced by the amount of such income.

The Employer will be entitled (without prejudice to the above) to terminate your employment immediately without notice or pay in lieu of notice if at any time:

- you commit any type of gross misconduct, for example dishonesty, gross negligence or breach of duty, or if you commit any serious breach of a material term of this agreement; or
- you commit any deliberate act of harassment, discrimination or victimisation on any discriminatory or other prohibited ground; or
- You repeat or continue (after warning) any breach of this agreement or refuse or neglect to comply with any reasonable and lawful directions of the Employer; or
- you are or become prohibited by law from being a director or (otherwise than at the request of the Employer) resign as a director of the Employer or any other company in the Group; or
- you are made bankrupt or make any arrangement or composition with or for the benefit of your creditors generally; or
- you are found to be taking or under the influence of non-prescribed drugs and/or unable properly to perform your duties as a result of drinking alcohol; or
- without prior authority you install or copy onto the Employer's computer system(s) or download from or delete from such system(s) any software or otherwise improperly use the Employer's computer hardware or software; or
- you are charged with any criminal offence (including in particular any offence involving dishonesty or violence) other than an offence which does not in the reasonable opinion of the MD affect your position under this agreement; or
- you are guilty of conduct tending to bring yourself or the Employer or any other company in the Group into disrepute or do or omit to do anything which is or might reasonably be expected to become materially prejudicial to the interests of the Employer or any other company in the Group; or
- you solicit or attempt to solicit or entice away any customer, distributor, supplier, employee, agent or consultant of the Employer or any other company in the Group; or
- you breach any obligation regarding Confidential Information; or
- you damage, misuse, disrupt, copy or divulge to any third party the One World IT platform and functionality or associated know-how, materials, data, information, or Confidential Information; or
- you commit any act outside your employment which is liable to bring the Employer or Group into disrepute

This list is non-exhaustive and the termination by the Employer of this agreement (whether summarily or on notice) shall be without prejudice to any claim with the Employer may have for damages or other remedies.

Any delay by the Employer in exercising such right of the termination shall not constitute a waiver of it.

The Employer does not operate with a fixed retirement age although this will be reviewed (and may change) from time to time. The Employer may have workplace discussions with you about your future plans which may include any plans you have for retirement or a request to a change to your working pattern or role. If you wish to retire you should give as much notice as possible but you should give a minimum notice of the notice period set out in this agreement.

16 RETURN OF PROPERTY

You agree that, immediately whenever requested by the Employer or upon termination or expiration, as the case may be, of this employment, you will turn over to the Employer all confidential Information and property (including the Intellectual Property) belonging to the Employer or any other company in the Group, which is in your possession or custody or under your control, including but not limited to, all documents, plans, specifications, disks or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in your possession or control that:

- may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
- is connected with or derived from your employment with the Employer.

You also agree not retain any copies, notes, extracts or other information.

Property also includes all plans, designs, specifications, price lists of customers, correspondence, papers, memoranda, notes, records, videos, tapes and all copies of the foregoing (including in electronic or magnetic media or other forms of computer storage), charge and credit cards which come into your possession and which relate to the performance of your duties or to the business of the Employer or any other company in the Group (including business methods/know-how or marketing strategy or the identity or requirements or terms of dealing of its suppliers or customers) at all times remain the property of the Employer or the relevant other company in the Group and you shall not use the same or cause or permit any party whatsoever to use the same except in the proper performance of

You will on request sign a written undertaking confirming that you have complied with this clause and the Employer may withhold any sums due to you until such undertaking is provided.

17 CONFIDENTIALITY OF INFORMATION

During and after your employment with the Employer, (unless you are required to do so by law, you are protected in doing so by a statutory right of protected disclosure or you do so in the proper course of your duties under this agreement), you must (i) not use any trade secrets or Confidential Information other than for the purposes of the Employer or any other company in the Group; or (ii) not disclose any trade secrets or Confidential Information to any individual, firm, company or other entity; and (iii) use your best endeavours to prevent the publication or disclosure of Confidential Information.

Confidential Information includes, but is not limited to:

- details of the requirements of contractors (whether they be clients, suppliers, consultants or other contractors) of the Employer or of any other company in the Group including, without limitation, the fees and commissions charged to or by them and the terms of business with them;
- any information or document relating to:
 - expansion plans, business strategy and marketing plans of the Employer and of any other company in the Group;
 - the financial information, results and forecasts of the Employer and of any other company in the Group;
 - the employees and officers of the Employer and of any other company in the Group and the remuneration and other benefits paid to them;
 - any incident or investigation relating to the operations or business of the Employer and of any other company in the Group;
- information relating to pitches and tenders contemplated, offered or undertaken by the Employer and by any other company in the Group;
- confidential reports or research commissioned by or provided to the Employer and to any other company in the Group;
- any trade secrets of the Employer and any other company in the Group including know-how and confidential transactions;
- the Intellectual Property;
- details of any project on software development or any information relating to any type of replicated digital data medium including magnetic media tape, CD ROM or data designed to be circulated on the internet or any information relating to the production methods, tools and techniques used by the Employer or any company in the Group in the course of its or their business;
- information relating to the research activities, inventions, secret processes, designs, formulae and product lines undertaken by or on behalf of the Employer and any other company in the Group; and
- any information relating to the Employer or any other company in the Group or any of its or their customers which is marked “Confidential” or “Secret”, or which you are told is confidential or secret and which the Employer, other company in the Group or the customer in question reasonably considers to be confidential;
- any information which has been given to the Employer or any other company in the Group in confidence by customers, suppliers or other persons.

Confidential Information does not include information which is generally known or easily accessible by the public, unless it is generally known or easily accessible by the public because of a breach of your obligations (both express and implied) of confidentiality.

You must not, without the prior written authority of the MD, publish any literature, deliver any lecture or make contact or communicate with the media (including the press, radio, television or the internet) or anyone connected with the media relating to the Employer's business or that of any other company in the Group or to any matters to which the Employer or any other company in the Group may be concerned.

18 RESTRICTIONS

In consideration for the payments and other benefits due to you under this agreement, you agree to enter into the restrictions in Schedule 1 to protect the legitimate business interests of the Employer and any other Group Company.

You agree that if you receive any offer of employment or any other work during your employment (including any period of Garden Leave) or at any time during the Restricted Period, you will give to the person offering you the employment or engagement a copy of this agreement and draw their attention in particular to this clause 19 and Schedule 1.

You covenant with the Employer that you will not at any time make any untrue statement in relation to the Employer or any other company in the Group and will not after the termination of your employment represent yourself as still being employed by or connect with the Employer or any other company in the Group.

19 INTELLECTUAL PROPERTY

In consideration of the salary paid by the Employer you hereby assign absolutely with full guarantee all right, title interest to any discovery, model, concept, idea, know-how, method, database, computer program or software (including related preparations and design materials), invention, improvement in procedure, patent, trade mark, trade name, design, copyright and all similar rights or get-up (together the "Intellectual Property") made, discovered or created by you (whether alone or with others and whether or not in the course of your employment) during the continuance of your employment hereunder in connection with or relating to the business of the Employer or any other company in the Group or capable of being used or adapted for use therein shall belong to and shall be the absolute property of the Employer.

You warrant that any Intellectual Property you create will:

- be your own original work;
- will not infringe third party rights; and
- will not use any third party intellectual property rights, without the prior consent from such third party.

You will notify the Employer of any new Intellectual Property discovered or created by you (whether alone or with others and whether or not during the course of your employment) during your continuance of your employment hereunder in connection with or relating to the business of the Employer or any other company in the Group or capable of being used or adapted for use therein, to enable the Employer to protect such Intellectual Property.

If required so to do by the Employer (whether during or after the termination of your employment), you shall at the expense of the Employer promptly execute all instruments and do all things necessary to vest ownership of all Intellectual Property in the Employer (or its nominee) absolutely and as sole beneficial owner.

You hereby irrevocably waive all your rights pursuant to sections 77 to 83 inclusive of the Copyright Designs and Patents Act 1988 and any statutory amendment thereto and, as far as is legally possible, any broadly equivalent rights you may have in any territory of the world.

You irrevocably appoint the Employer to be your attorney to act in your name and on your behalf to complete any instrument or to do any such thing and generally to use your name for the purpose of giving to the Employer (or its nominee) the full benefit of the provisions of this clause.

20 DISCIPLINARY AND GRIEVANCE PROCEDURES

The Employer may suspend you at any time, on full pay and benefits for so long as it considers appropriate in order to investigate any disciplinary matter or for a health and safety reason. The Employer reserves the right to suspend you without pay as a disciplinary measure. During any such period of suspension you shall not attend work nor carry out any of your duties unless specifically required to do so by the Employer in writing.

The disciplinary and grievance procedures applicable to you are available from the Company Intranet. For the avoidance of any doubt, whilst the Employer's disciplinary rules form part of this agreement, the disciplinary and grievance procedures do not and as such, the Employer shall not be under any contractual obligation to apply those procedures in any particular case.

21 DATA PROTECTION

The Employer will collect and process information relating to you in accordance with the privacy notice which is on the intranet. You are required to sign and date the privacy notice, and return to a Director of the Employer. You shall comply with the Privacy standard and/or Data protection policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of ours. You will also comply with any Employer IT and communications systems policy, social media policy, or any other relevant policy from time to time. Failure to comply with the Privacy standard and/or Data protection policy or any of the policies listed above may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

22 AMALGAMATION AND RECONSTRUCTION

You shall have no claim against the Employer if this agreement is terminated by reason of the liquidation of the Employer for purposes of reconstruction or amalgamation and you are offered employment with any concern or undertaking resulting from such a reconstruction or amalgamation on terms that are substantially the same as the terms of this agreement.

23 BRIBERY

You agree that you will not offer, promise, give, request, agree to receive, or accept any bribes:

- in the course of your employment;
- when conducting company business; or
- when representing the company in any capacity.

A bribe means a financial payment or other form of reward or advantage, whether direct or indirect, that is intended to induce or influence, or has the effect of inducing or influencing, an individual, company or public body to perform their functions, including business and public duties, improperly. For the avoidance of doubt, improper performance includes:

- not acting in good faith;
- not acting impartially; and

- not acting in accordance with a position of trust.

You agree to comply with the company's anti-bribery policy and procedures that are in force from time to time.

You agree to comply with all applicable bribery and corruption laws.

You agree that you will report any suspicious conduct that may amount to a bribe being offered, promised, given, requested or accepted (either involving you or another employee or person acting for, or on behalf of, the company) immediately to the relevant individuals within the company in accordance with the anti-bribery policy.

If the company suspects you of bribery, it is entitled to invoke its disciplinary procedures and suspend your employment while carrying out its investigations.

The company is entitled to terminate your employment in writing without notice or pay in lieu of notice, without prejudice to any rights or claims it may have against you, if it is found by the company, or any other relevant public or legal authority, that you are guilty of bribery.

24 MISCELLANEOUS

It is a condition of your contract of employment that you will immediately, if requested, allow a representative of the Employer (of the same sex) to conduct, in the presence of a witness, a search of your possessions, clothing, locker and (where relevant) your car, where the Employer has reasonable grounds for making such a request. It is agreed that the conduct of such a search does not constitute an allegation or admission of guilt of any wrongful conduct.

You represent and warrant to the Employer that in entering into and/or in performing any or all of your duties and obligations under this agreement you are not in breach of any express or implied terms of any contract or of any obligations to any third party.

The provisions of this agreement and the attached Schedule are severable. If any provision or any identifiable part of any provision is held to be invalid or unenforceable by any Court of competent jurisdiction, then such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions.

The expiry or termination of this agreement (for any reason) shall not operate to affect any of its provisions which, in accordance with their terms, are expressed to operate or have effect after such expiry or termination.

Your employment is conditional on you having and maintaining the right to work in the UK in your current role.

25 COLLECTIVE AGREEMENTS

There are no collective agreements that affect the terms and conditions of your employment.


26 LAW

This agreement is governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by Paul Stone, on behalf of the company



Signed by Thomas Bishop,


Thomas Bishop (Sep 29, 2022 10:26 GMT+1)

I agree to and will abide by the terms of this agreement and the terms of Schedule 1 attached

SCHEDULE 1

You agree and undertake with the Employer on behalf of itself and as agent for any Group Company that you will not in any Relevant Capacity at any time during the Restricted Period:

1. within or in relation to the Restricted Territory take any steps preparatory to or be engaged, employed, interested or concerned in:
 - (a) any Competing Business; and/or
 - (b) any Target Business Entity; and/or
 - (c) any Person directly or indirectly owning or controlling any such Competing Business or Target Business Entity; or
2. within or in relation to the Restricted Territory acquire a substantial or controlling interest directly or by or through any nominee or nominees in any Competing Business, Target Business Entity or in any Person owning or controlling a Competing Business or Target Business Entity; or
3. solicit or attempt to solicit, canvass, interfere with or entice away from the Employer or any Relevant Group Company the custom or any prospective custom of any Customer or any Prospective Customer with a view to providing to that Customer or Prospective Customer any products or services which are the same as or materially similar to the Restricted Business in competition with the Employer or any Relevant Group Company; or
4. provide or agree to provide any products or services which are the same as or materially similar to the Restricted Business to any Customer or any Prospective Customer in competition with the Employer or any Relevant Group Company; or
5. solicit, entice or encourage or attempt to solicit, entice or encourage any Key Person to leave the employment with the Employer or any Relevant Group Company (whether or not such person would commit any breach of his or her contract of employment by so leaving); or
6. employ, engage, appoint, enter into partnership or association with or in any way cause to be employed, engaged or appointed the services of any Key Person in relation to any Person which is or is proposing to be a Competing Business or other entity directly or indirectly owned by or controlling any Competing Business; or
7. be employed or engaged by any Customer or Prospective Customer if as a result the Customer or Prospective Customer will cease to use or materially reduce its usage of the services of the Employer or any Relevant Group Company or, in the case of a Prospective Customer, will not use the services of the Employer or any Relevant Group Company or use them to a materially lesser extent; or
8. solicit or try to solicit or place orders for the supply of products or services from any Supplier if as a result the Supplier will cease supplying, materially reduce its supply or vary detrimentally the terms on which it supplies products or services to the Employer or any Relevant Group Company; or

9. encourage, assist or procure any Person to do anything which if done by you would be a breach of paragraphs 1 to 8 above.

The parties agree that the restrictions (whether taken individually or as a whole) in paragraphs 1 to 9 above are reasonable having regard to the legitimate protectable interests of the Employer and that each such restriction is intended to be separate and severable. In the event that any of the restrictions is held to be void but would be valid if part of its wording was deleted, that restriction shall apply with whatever deletion is necessary to make it valid and effective.

It is understood and agreed by the Employer and you that damages shall be an inadequate remedy in the event of a breach by you of any of the restrictions contained in this Schedule and that any such breach by you or on your behalf will cause the Employer great and irreparable injury and damage. Accordingly, you agree that the Employer shall be entitled, without waiving any additional rights or remedies otherwise available to it at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by you of any of the restrictions contained in paragraphs 1 to 9 above.

None of the restrictions in Clauses 1 to 9 above shall prevent you from:

- (a) holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange; or
- (b) being engaged or concerned in any business concern insofar as your duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business; or
- (c) being engaged or concerned in any business concern, provided that your duties or work shall relate solely to services or activities of a kind with which you were not concerned to a material extent in the 12 months before the Effective Date.

For the purposes of this Schedule the following additional definitions shall apply:

- **"Customer"** means any Person with whom or which the Employer or any Relevant Group Company has arrangements in place with the Employer or any Relevant Group Company in respect of the Restricted Business and with whom or which you had material involvement or for whose business you were responsible during the course of your employment at any time during the Relevant Period.
- **"Competing Business"** means any Person providing any products or services which are the same as or materially similar to and competitive with the Restricted Business.
- **"Effective Date"** means the Termination Date or (if earlier) the date on which you commence Garden Leave.
- **"Key Person"** means any person who was employed by the Employer or any Relevant Group Company to provide services personally at the Effective Date (or but for your breach of your obligations under this agreement and/or implied by law would have been employed at the Effective Date) and who during the Relevant Period had material dealings with you and:
 - (a) reported directly to you; or

- (b) had material contact with customers or suppliers of the Employer or any other Relevant Group Company in the course of his or her employment; or
 - (c) was a Director or senior employee (earning over £30,000 per annum) of the Employer or any Relevant Group Company.
- **"Person"** means any individual, firm, company or other entity.
 - **"Prospective Customer"** means any Person who was at any time during the Relevant Period negotiating or discussing (which shall include for the purpose a pitch or presentation) with the Employer or any Relevant Group Company in respect of the Restricted Business and in respect of which such negotiations or discussions you were materially involved or had responsibility for in the course of your employment at any time during the Relevant Period.
 - **"Relevant Capacity"** means either alone or jointly with another or others, whether as principal, agent, consultant, director, partner, shareholder, independent contractor, employee or in any other capacity, whether directly or indirectly, through any Person and whether for your own benefit or that of others (other than as a shareholder holding directly or indirectly by way of bona fide investment only and subject to prior disclosure to the Employer up to 1% in nominal value of the issued share capital or other securities of any class of any company listed or dealt in on any Recognised Investment Exchange).
 - **"Relevant Group Company"** means any company in the Group to which you rendered services or for which you had management or operational responsibility during the course of your employment at any time during the Relevant Period.
 - **"Relevant Period"** means the twelve-month period ending with the Effective Date.
 - **"Restricted Business"** means the provision of any products or services by the Employer or any Relevant Group Company at any time during the Relevant Period with which you had a material involvement during the course of your employment at any time during the Relevant Period.
 - **"Restricted Period"** means the six month period commencing on the Effective Date in relation to paragraphs 1 and 2 and the twelve-month period commencing on the Effective Date in relation to paragraphs 3 to 9 (inclusive).
 - **"Restricted Territory"** means England and such other countries in which the Employer or any Relevant Group Company carried on the Restricted Business at the Effective Date.
 - **"Supplier"** means any Person who at any time during the Relevant Period provided products or services to the Employer or any Relevant Group Company being a Person with whom you had material dealings or for whom you had responsibility during the course of your employment at any time during the Relevant Period.
 - **"Target Business Entity"** means any business howsoever constituted (whether or not conducting a Restricted Business) which was at the Effective Date or at any time during the Relevant Period a business which the Employer or any Relevant Group Company had entered into negotiations with had approached or had identified as:

- (a) a potential target with a view to its acquisition by the Employer or any Relevant Group Company; and/or
 - (b) a potential party to any joint venture with the Employer or any Relevant Group Company;
 - (c) and in either case where such approach or negotiations or identification were known to a material degree by you during the Relevant Period.
- **"Termination Date"** means the date of termination of this Agreement.

New Employee details Form

Please complete this form in block capitals.

Personal Details	
National Insurance Number	JT924716A
Title	Mr
First Name	Thomas
Last Name	Acton Bishop
Maiden Name (If applicable)	
Known As	Thomas
Gender	M
Email Address	tactonbishop@gmail.com
Date of Birth	27 / 07 / 1988
Marital Status	Single
Nationality	British
Ethnic Origin	White British

Address Details	
Address	Flat B 39 Nellfield Place Aberdeen
Postcode	AB10 6DH
Home Phone	NA
Mobile Phone	07411701438

Bank Details	
Bank Sort Code	60-24-06
Bank Account Number	86592106
Building Society Ref. (if applicable)	

Emergency Contacts	
Next of Kin	
Title	Ms
First Name	Mary Jo
Last Name	Bishop
Relationship	Mother
Day Telephone	07402877807
Evening Telephone	07402877807
Mobile	07402877807
Next of Kin	
Title	Ms
First Name	Martha
Last Name	Cronin
Relationship	Sister
Day Telephone	07477355163
Evening Telephone	07477355163
Mobile	07477355163

Healthcare Questionnaire <i>(Please indicate Yes or No)</i>	
Do you have any physical or mental impairment that could be classed as a disability under the Equality Act 2010?	No
Have you ever had to give up any previous job for medical reasons?	No
Have you ever been off work continuously for more than a month during the last five years?	No
Have you ever had any operations requiring hospital admission for five or more days?	No
Have you ever had any serious illness?	No
Do you regularly take any medication?	No

If you have answered yes, please indicate the medication you take below:

If you have answered yes to any of the above please give brief details below and any other information that you feel would help us to accommodate your needs and thus meet our obligations under the Equality and Diversity Act:

I am willing to undergo a medical examination if required (please circle)

Yes

No


x

I declare that the information given in this form is to the best of my knowledge complete and correct.

Note: Any false, incomplete or misleading statements may lead to dismissal.

Print name: Thomas Bishop

Signature:



Thomas Bishop (Sep 29, 2022 10:26 GMT+1)



Instructions for employers

This Starter Checklist can be used to gather information about your new employee. You can use this information to help fill in your first Full Payment Submission (FPS) for this employee. You need to keep the information recorded on the Starter Checklist record for the current and previous 3 tax years. Do not send this form to HM Revenue and Customs (HMRC).

Instructions for employees

As a new employee your employer needs the information on this form before your first payday to tell HMRC about you and help them use the correct tax code. Fill in this form then give it to your employer. Do not send this form to HMRC.

It's important that you choose the correct statement. If you do not choose the correct statement you may pay too much or too little tax. For help filling in this form watch our short youtube video, go to www.youtube.com/hmrcgovuk

Employee's personal details

<p>1 Last name</p> <div>ACTON BISHOP</div>	<p>5 Home address</p> <div>FLAT B</div> <div>39 NELLFIELD PLACE</div> <div>ABERDEEN</div> <div>Postcode AB10 6DH</div> <div>Country UK</div>
<p>2 First names Do not enter initials or shortened names such as Jim for James or Liz for Elizabeth</p> <div>THOMAS</div>	<p>6 National Insurance number if known</p> <div>J T 9 2 4 7 1 6 A</div>
<p>3 Are you male or female?</p> <p>Male <input checked="" type="checkbox"/> Female <input type="checkbox"/></p>	<p>7 Employment start date DD MM YYYY</p> <div>1 2 1 0 2 0 2 2</div>
<p>4 Date of birth DD MM YYYY</p> <div>2 7 0 7 1 9 8 8</div>	

Employee statement

8 Choose the statement that applies to you, either A, B or C, and tick the appropriate box.

Statement A	Statement B	Statement C
Do not choose this statement if you're in receipt of a State, Works or Private Pension. Choose this statement if the following applies. This is my first job since 6 April and since the 6 April I've not received payments from any of the following: <ul style="list-style-type: none">Jobseeker's AllowanceEmployment and Support AllowanceIncapacity Benefit	Do not choose this statement if you're in receipt of a State, Works or Private Pension. Choose this statement if the following applies. Since 6 April I have had another job but I do not have a P45. And/or since the 6 April I have received payments from any of the following: <ul style="list-style-type: none">Jobseeker's AllowanceEmployment and Support AllowanceIncapacity Benefit	Choose this statement if: <ul style="list-style-type: none">you have another job and/oryou're in receipt of a State, Works or Private Pension
Statement A applies to me <input type="checkbox"/>	Statement B applies to me <input checked="" type="checkbox"/>	Statement C applies to me <input type="checkbox"/>

Student loans

- 9 Tell us if any of the following statements apply to you:
- you do not have any Student or Postgraduate Loans
 - you're still studying full-time on a course that your Student Loan relates to
 - you completed or left your full-time course after the start of the current tax year, which started on 6 April
 - you're already making regular direct debit repayments from your bank, as agreed with the Student Loans Company

If No, tick this box and go to question 10

☒

If Yes, tick this box and go straight to the Declaration

☐

- 10 To avoid repaying more than you need to, tick the correct Student Loans that you have - use the guidance on the right to help you.

Please tick all that apply

Plan 1

☒

Plan 2

☐

Plan 4

☐

Postgraduate Loan (England and Wales only)

☐

Types of Student Loan

You have Plan 1 if any of the following apply:

- you lived in Northern Ireland when you started your course
- you lived in England or Wales and started your course before 1 September 2012

You have a Plan 2 if:

You lived in England or Wales and started your course on or after 1 September 2012.

You have a Plan 4 if:

You lived in Scotland and applied through the Students Award Agency Scotland (SAAS) when you started your course.

You have a Postgraduate Loan if any of the following apply:

- you lived in England and started your Postgraduate Master's course on or after 1 August 2016
- you lived in Wales and started your Postgraduate Master's course on or after 1 August 2017
- you lived in England or Wales and started your Postgraduate Doctoral course on or after 1 August 2018

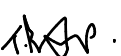
Employees, for more information about the type of loan you have, go to www.gov.uk/sign-in-to-manage-your-student-loan-balance

Employers, for guidance go to www.gov.uk/guidance/special-rules-for-student-loans

Declaration

I confirm that the information I've given on this form is correct.

Signature


Thomas Bishop (Sep 29, 2022 10:26 GMT+1)

Full name

THOMAS ACTON BISHOP

Date DD MM YYYY

Sep 29, 2022







One World - Offer of Employment

Final Audit Report

2022-09-29

Created:	2022-09-28
By:	Human Resources (hr@ugroup.co.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf6M0ARBzk0fHham6-N8rj52_DLMRWriO

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-  Document created by Human Resources (hr@ugroup.co.uk)
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-  Document emailed to tactonbishop@gmail.com for signature
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-  Signer tactonbishop@gmail.com entered name at signing as Thomas Bishop
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-  Document e-signed by Thomas Bishop (tactonbishop@gmail.com)
Signature Date: 2022-09-29 - 09:26:48 GMT - Time Source: server- IP address: 95.144.4.5
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