

Dated 18th of May

2023

Rainbow Phi Ltd (1)

and

Mr. Williams Tobiloba James (2)

EMPLOYMENT CONTRACT



RAINBOW PHI LTD

2 Puddle Dock, 5th Floor, London, EC4V 3DB

This contract is dated 18th of May 2023

PARTIES

- (1) Rainbow Phi Ltd, a company incorporated and registered in England or Wales with company number 12969821, whose registered office is at Harrison Clark Rickerbys Limited, 62 Cornhill, London, EC3V 3NH, United Kingdom (the **Company** or **we**); and
- (2) Mr. Williams Tobiloba James, 4 Dumfries Street, Luton, LU1 5FT, United Kingdom (the **Employee/you/your**).

DEFINITIONS

“Appointment” your employment by us on the terms of this agreement dated 18th of May 2023.

“Commencement Date” The date your employment under this agreement started **22nd of May 2023**.

“Confidential Information” information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to our business, products, affairs and finances for the time being confidential to us and trade secrets including, without limitation, technical data and know-how relating to our business or any of our business contacts, including in particular (by way of illustration only and without limitation).

“Employment Inventions” any Invention which is made wholly or partially by the Employee at any time during the course of his employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form).

“Employment IPRs” Intellectual Property Rights created by the Employee in the course of his employment with the Company (whether or not during working hours or using Company premises or resources).

“Intellectual Property Rights” patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue

for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and rights to be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Invention” any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

“Restricted Business” those parts of our business with which you were involved to a material extent in the six (6) months before Termination.

“Restricted Customer” any firm, company or person who, during the six (6) months before Termination, was a customer or prospective customer of the Company with whom you had contact in the course of your employment.

“Termination” the termination of your employment with us howsoever caused.

1 COMMENCEMENT OF EMPLOYMENT

- 1.1 Your employer is Rainbow Phi Ltd. **Your employment with the Company commences on 22nd of May 2023.** No employment with a previous employer counts towards your period of continuous employment with the Company.
- 1.2 The first 2 months of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week’s notice or payment in lieu of notice. During this probationary period your performance and suitability for continued employment will be monitored.

2 JOB TITLE & YOUR ROLE RESPONSIBILITY

- 2.1 You are employed as Full Stack Software Developer Engineer and report to the CEO, Miss Madalina-Elena Proca.
- 2.2 You may be required to undertake other duties from time to time as we may reasonably require.

- 2.3 You warrant that you are entitled to work in the UK without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.
- 2.4 You shall not work for anyone else while you are employed by the Company. Should that happen your employment will cease effective immediately, without right of pay for that respective month or any additional holiday pay or benefits.
- 2.5 You are responsible to protect the company's work at all times and deliver a high quality work.
- 2.6 Support, direct and manage if necessary other team members and developers to maintain a high quality product at all times.
- 2.7 Work with the team to enhance, develop, scale and maintain the product and deliver the targets set.
- 2.8 Our Customers are the utmost priority, thus, after any code deployment you must make sure the application is not affecting our customers and everything is properly functional.
- 2.9 Goals, targets, weekly, monthly, yearly plans must be respected and you must do your best at all times to honour them.
- 2.10 If there are any Client emergencies, typically related to payment or transaction, security breach issues, you must intervene to prevent damage and alert the other team members to interfere if necessary. In these particular, rare cases, your cooperation and support is highly required. This may imply irregular working hours or weekends.

3 PLACE OF WORK

- 3.1 Your normal place of work is the Company's office or such other place within the UK as we may reasonably determine. No remote working is permitted.
- 3.2 You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.

4 PAY

- 4.1 Your salary is £ 4,200/ gross a month for a period of 6 months post probation period. During this period, including your probation period, your work, performance, achievements with the company will be closely monitored. After 8 months, if successfully passed the probation period, the company will review your performance and results and if deemed successful your salary might be subject to an increase as well as eligibility for other employee benefits that we might make available. Your salary shall accrue from day to day at a rate of 1/260 of your annual salary. This daily rate shall be used if we have to calculate a day's pay, for example, if you take any unpaid leave, which is not subject to any specific method of calculation set out elsewhere in this contract. Your salary shall be payable monthly in arrears on or about the 22nd of each month directly into your bank or building society account.
- 4.2 Your pay will be reviewed annually and may be increased from time to time at the Company's discretion without affecting the other terms of your employment. There is no obligation to award an increase. There will be no review of pay after notice has been given by either party to terminate your employment.
- 4.3 We shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the Company at any time.

5 BENEFITS

- 5.1.1 During the period of 8 months of your work with the company including the probation period, we will review your performance and achievements depending on which a salary increase might be offered, as well as other Employee benefits may be determined.
- 5.1.2 Company offers 30 days paid vacation days per annum including bank holidays.
- 5.1.3 Paid Christmas Holiday leave from 24th of December until 4th of January each year. However, this is to be coordinated with other team members should a busy sales period for the company will take place and technical support might be required.
- 5.1.4 Paid sick days, 7 per annum, if unused those can be added to your paid vacation days.

- 5.2 Paid vacation days must be used within the employment year itself, they cannot be cumulated and used the year after.
- 5.3 We may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to you.

6 HOURS OF WORK AND RULES

- 6.1 Your normal hours of work are from 9.00 am to 5.00 pm or 10.00 am to 6.00 pm on Mondays to Fridays inclusive with a lunch break of one hour and these hours and days are not variable. However, you may be required to work additional hours, without extra remuneration, as may be necessary for the proper performance of your duties or to meet the needs of the Company and these hours are variable.
- 6.2 You are required at all times to comply with our rules, policies and procedures in force from time to time. Failure to comply with the company's policies and rules might result in effective termination of your employment, given one week's notice or payment in lieu of notice.

7 TRAINING

- 7.1 Onboarding Support will be provided to you during your employment.
- 7.2 Based on performance, from time to time we may offer you paid training courses.

8 HOLIDAYS

- 8.1 The Company's holiday year runs between January 1 and December 1. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.
- 8.2 You are entitled to 30 vacation days in each holiday year including the usual public holidays in England and Wales.
- 8.3 All holiday requests must be approved in writing in advance by your line manager. You must give at least one week's notice of proposed holiday. No more than 14 days holiday may be taken at any one time unless prior consent is obtained from

your line manager . We may require you to take (or not to take) holiday on particular dates, including during your notice period.

- 8.4 You cannot carry forward untaken holiday from one holiday year to the following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within twelve months of the end of the relevant holiday year will be lost.
- 8.5 Should your Employment Contract terminate during the first 6 months with the company, excluding the probation period month, we are not entitled to pay you for the vacation days. After this period should termination of employment take place, on termination we shall pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. The amount of the payment in lieu will be calculated as 1/260th of your salary for each untaken day of the entitlement.
- 8.6 However, if we have dismissed you or would be entitled to dismiss you under clause 11.3 or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
- 8.7 If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payment due to you the excess holiday pay calculated on the basis set out in clause 8.5.

9 INCAPACITY

- 9.1 If you are absent from work due to incapacity, you must notify your line manager of the reason for your absence as soon as possible but no later than [09:00] am on the first day of absence.
- 9.2 You shall certify your absence.

- 9.3 Subject to your satisfying the relevant requirements, you shall receive Statutory Sick Pay (**SSP**). Your qualifying days for SSP purposes are Monday to Friday.
- 9.4 Pension contributions will continue as normal while you are paid at the full rate in accordance with clause 9.3. If your pay during any period of incapacity is reduced or you are paid SSP only, the level of contributions in respect of your membership of the pension scheme referred to in clause 14 may continue, subject to the relevant pension scheme rules in force at the time of your absence.
- 9.5 You will retain the use of any contractual benefits during any period of paid sick leave, after which they shall be continued at the Company's discretion.
- 9.6 You agree to consent to a medical examination (at the Company's expense) by a doctor nominated by the Company should the Company so require.
- 9.7 If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Company of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. You shall, if required by the Company, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Company may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Company in respect of the period of absence.

10 OTHER PAID LEAVE

- 10.1 You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time:
- 10.1.1 statutory maternity leave;
 - 10.1.2 statutory paternity leave;
 - 10.1.3 statutory adoption leave;

- 10.1.4 shared parental leave; and
- 10.1.5 parental bereavement leave.
- 10.2 We may replace, amend or withdraw the Company's policy on any of the above types of leave at any time.

11 TERMINATION AND NOTICE PERIOD

- 11.1 After successful completion of the probationary period referred to in clause 1.2, the prior written notice required from you or the Company to terminate your employment shall be 1 month.
- 11.2 We may at our discretion terminate your employment without notice and make a payment of basic pay in lieu of notice.
- 11.3 We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if we reasonably consider that you have committed any serious breach of your obligations as an employee or committed any act of gross misconduct, or if you cease to be entitled to work in the UK .

12 POST-TERMINATION RESTRICTIONS

- 12.1 In order to protect the Confidential Information and business connections to which you have access as a result of the Appointment, you covenant with us that you shall not:
 - (a) for twelve (12) months after Termination, solicit or endeavour to entice away from the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;
 - (b) for twelve (12) months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business;
 - (c) for twelve (12) months after Termination, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted

Customer in the course of any business concern which is in competition with any Restricted Business; or

(d) at any time after Termination, represent yourself as connected with us in any Capacity, other than as a former employee, or use any registered names or trading names associated with us.

12.2 None of the restrictions in Clause 12.1 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 6 months before Termination.

12.3 The restrictions imposed on you by this Clause 12 apply to you acting:

(a) directly or indirectly; and

(b) on your own behalf or on behalf of, or in conjunction with, any firm, company or person.

13 DISCIPLINARY AND GRIEVANCE PROCEDURES

13.1 Your attention is drawn to the disciplinary rules and procedure, and grievance procedure, applicable to your employment. These rules and procedures do not form part of your contract of employment.

13.2 If you wish to appeal against a disciplinary decision you may apply in writing to your Supervisor in accordance with our disciplinary procedure.

13.3 We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.

- 13.4 If you wish to raise a grievance you may apply in writing to your Supervisor in accordance with our grievance procedure.

14 PENSIONS

You are eligible to be enrolled into the UK pension scheme, should you opt out, kindly, inform us.

15 DATA PROTECTION

- 15.1 You shall comply with the Data protection policy when handling personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of the Company. You will also comply with the Company's IT and communications systems policy and social media policy.
- 15.2 Failure to comply with the Data protection policy or any of the policies listed above in clause 15.1 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

16 COLLECTIVE AGREEMENT

There is no collective agreement which directly affects your employment.

17 CHANGES TO YOUR TERMS OF EMPLOYMENT

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

18 CONFIDENTIAL INFORMATION

- 18.1 You shall not use or disclose to any person either during or at any time after your employment with the Company any confidential information. For the purposes of this clause 18, confidential information means any information or matter about the business or affairs of the Company or any of its business contacts or about any other matters which may come to your knowledge in the course of your

employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement.

18.2 The restriction in clause 18.1 does not apply to:

18.2.1 prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or

18.2.2 use or disclosure that has been authorised by the Company, is required by law or by your employment.

19 INTELLECTUAL PROPERTY

19.1 The Employee acknowledges that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, the Employee holds them on trust for the Company.

19.2 The Employee acknowledges that, because of the nature of his duties and the particular responsibilities arising from the nature of those duties, he has, and shall have at all times while he is employed by the Company, a special obligation to further the Company's interests.

19.3 The Employee agrees:

19.3.1 to give the Company full written details of all Employment Inventions promptly on their creation;

19.3.2 at the Company's request and in any event on the termination of his employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;

19.3.3 not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company; and

19.3.4 to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by the Employee.

19.4 The Employee waives all his present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions

relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain or permit any claim for infringement of moral rights in such copyright works.

19.5 The Employee acknowledges 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 the Employee in respect of his compliance with this clause. This clause is without prejudice to the Employee's rights under the Patents Act 1977.

19.6 The Employee undertakes to use best endeavours to execute all documents and do all acts both during and after his employment by the Company as may, in the opinion of the Company, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the Company's name and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Company agrees to reimburse the Employee's reasonable expenses of complying with this *clause 19.6*.

19.7 The Employee agrees to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

19.8 The Employee hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute documents, the Employee's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause.

20 COMPANY PROPERTY

20.1 All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

20.2 Any Company property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to the Company at any time on request and in any event prior to the termination of your employment with the Company.

20.3 Company's assets, laptops, devices, computers and any other assets of the company shall be used responsibly, properly and carefully. Failure to do so will result in payment deduction from your salary.

21 **THIRD PARTY RIGHTS**

No one other than you and the Company shall have any right to enforce any terms of this agreement.

For and on behalf of Rainbow Phi Ltd :

Company Director

Miss Madalina-Elena Proca

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I agree to the above terms

Name of employee : Mr. Williams Tobiloba James

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Date : 18th of May 2023