

Dated

24/01/2023

(1) Fiscal Technologies Ltd

- and -

(2) Name

EMPLOYMENT CONTRACT

THIS AGREEMENT is made on (Date)

BETWEEN

- (1) Fiscal Technologies Ltd incorporated and registered in England and Wales with company number 04801836 whose registered office is at 448 Basingstoke Road, Reading, Berkshire, United Kingdom, RG2 0LP (**"the Employer"**);
- (2) Name of Address, United Kingdom (**"you"**, **"your"**, or the **"Employee"**).

1. Employment

- 1.1 You shall be employed by the Employer on the terms of this Agreement.
- 1.2 The definitions and any rules of interpretation in relation to this Agreement are contained in clause 28 and Schedule 1.
- 1.3 This Agreement and the attached Schedule(s) set out your terms and conditions of employment with the Employer in accordance with Section 1 of the Employment Rights Act 1996 as amended and are together referred to as the Contract of Employment or "Contract" or "Agreement".
- 1.4 Your employment shall start on the date specified in Schedule 1 and shall continue, subject to the remaining terms of this Agreement, until terminated in accordance with this Agreement.
- 1.5 No employment with a previous employer counts towards your period of continuous employment with the Employer.
- 1.6 For the period of time specified in Schedule 1 as your probationary period, your employment may be terminated at any time on the Employer giving one week's notice. During this probationary period your performance and suitability for continued employment will be monitored.
- 1.7 At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive written confirmation, you should assume that your probationary period continues. The Employer may extend the probationary period by informing you in writing.
- 1.8 The Employer reserves the right to modify or disapply its Disciplinary or Performance Management procedures during the probationary period.
- 1.9 Your employment is made subject to:-
 - 1.9.1 The Employer receiving satisfactory references;
 - 1.9.2 You not being prohibited from working for the Employer because of any previous contractual restrictions or obligations; and
 - 1.9.3 You being entitled to work in the United Kingdom without any additional approvals.
- 1.10 If, after commencement of employment, the Employer receives references which it deems in its absolute discretion to be unsatisfactory or if the Employer becomes aware of any restrictions preventing or prohibiting you from carrying out your employment, you agree that the Employer will be entitled to terminate your

employment without notice or payment in lieu of notice. This will be the case notwithstanding the fact that you may have been allowed to commence employment before all references and information about you has been received.

2. Warranties

2.1 You represent and warrant to the Employer that, by entering into this Agreement, by performing any of your obligations under it and throughout the duration of this Agreement:

2.1.1 The information and documentation provided by you to the Employer during the process leading up to you entering into this Agreement (including but not limited to the information and documentation in relation to your professional accreditations, qualifications, skills and training) was true and accurate to the best of your knowledge and belief.

2.1.2 You will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you and undertake to indemnify the Employer against any claims, costs, damages, liabilities or expenses which the Employer may incur as a result if you are in breach of any such obligations.

2.1.3 You are entitled to work in the United Kingdom without any additional approvals and will notify the Employer immediately if you cease to be so entitled during your employment with the Employer.

2.1.4 Prior to commencing your employment you have disclosed and throughout the course of your employment you will disclose any criminal convictions, county court judgments or any other civil or criminal matters or any circumstances that may, in the reasonable opinion of the Employer, prevent, hinder, affect or undermine your ability to undertake any duties that you have been assigned by the Employer.

2.2 You shall provide the Employer with satisfactory evidence of your professional accreditations, qualifications, skills and training, as requested by the Employer from time to time.

3. Salary

3.1 Your basic annual salary is set out in Schedule 1 ("Basic Salary").

3.2 Basic Salary accrues from day to day and will be paid monthly in arrears in equal instalments to your designated bank account on the last working day of each month.

3.3 Your Basic Salary will be reviewed annually at the discretion of the Employer. The Employer is under no obligation to award an increase following a salary review, and any increase in a given year shall not provide you with an entitlement to an increase in any subsequent years. There will be no review of salary after notice to terminate your employment has been given by either party.

3.4 By signing this contract, you authorise the Employer to deduct from any and all payments due to you (including salary, any payment in lieu of notice, commission, expenses, holiday pay or sick pay) all debts owed by you to the Employer including but without limitation any overpayments, any loans, excess holiday, unauthorised absence, cost of repairing damage to Employer property or the balance outstanding

of any loans (including interest where appropriate) advanced by the Employer to you and any deductions in respect of tax or National Insurance.

- 3.5 The Employer will reimburse you for all reasonable business expenses properly incurred in the course of carrying out your duties subject to the production of appropriate receipts.
- 3.6 You shall abide by the Employer's policies on expenses as communicated to you from time to time or contained in the Employee Handbook.

4. Performance Bonus

4.1 During the course of your employment, you may receive a non-contractual and discretionary performance bonuses.

4.2 Any and all bonuses paid by the Employer are discretionary and shall not form part of your contractual remuneration under this Agreement. If the Employer makes a bonus payment to you in respect of a particular financial year, a particular occasion or any particular activity, the Employer shall not be obliged to make subsequent bonus payments in respect of the same.

4.3 Your entitlement to any bonus is conditional upon and subject to:

4.3.1 you being employed (and not under notice whether given by you or the Employer) at the date when the payment of the bonus (if any), is due; and

4.3.2 any and all bonus scheme rules that the Employer may put in place from time to time.

5. Benefits

5.1 After successful completion of your probationary period, you may be provided with the following benefits as part of a benefits package in addition to your basic salary, subject to any rules applicable to the relevant benefit:

5.1.1 Wellbeing allowance in the form of a WPA Health Care Scheme (non-contributory);

5.1.2 Death in Service (non-contributory)

5.2 If the Employer provides you with an insured benefit and an insurance provider refuses for any reason to provide an insured benefit to you, the Employer shall not be liable to provide to you any replacement benefit of the same or similar kind or pay to you any compensation in lieu of such benefit.

6. Car Allowance

6.1 Provided that you hold a current full driving licence, you shall receive a car allowance for use of your private car in the amount set out in Schedule 1 which shall be payable together with and in the same manner as your salary. The car allowance shall not be treated as part of your basic salary for any purpose and shall not be pensionable.

6.2 You shall immediately inform us if you are disqualified from driving and shall cease to be entitled to receive the allowance under clause 6.1.

7. Pension

- 7.1 The Employer operates a pension scheme and will comply with its pension duties in respect of you in accordance with Part 1 of the Pensions Act 2008.

8. Duties

- 8.1 Your job title is set out in Schedule 1. Subject to the Employer's business requirements you may be required from time to time to undertake other work within your capacity. The Employer reserves the right to amend your job title and/or job description from time to time to reflect your own development or the Employer's business needs.

- 8.2 During your employment you shall: -

- 8.2.1 unless prevented by incapacity, devote the whole of your time, attention and abilities to the business of the Employer;
- 8.2.2 comply with all reasonable and lawful directions given to you by the Employer and faithfully serve the Employer to the best of your ability;
- 8.2.3 report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or partner or member of the Employer immediately on becoming aware of it;
- 8.2.4 comply with the Employer's policies as amended from time to time;
- 8.2.5 not do or omit to do anything which would or might cause the Employer to breach or fail to observe any relevant legislation governing the business of the Employer;
- 8.2.6 not be employed, engaged, concerned or interested in any trade, business, activity or profession (whether paid or unpaid), other than with prior written consent;
- 8.2.7 observe all health and safety rules and take all reasonable care to promote the health and safety at work for you and your colleagues;
- 8.2.8 consent to the Employer, at its request, undertaking a criminal record or disclosure barring service check of you and for the information produced by the check to be given to the Employer;
- 8.2.9 consent to the Employer monitoring and recording any use that you makes of the Employer's electronic communications systems for the purpose of ensuring that the Employer's rules are being complied with and for legitimate business purposes;
- 8.2.10 comply with our anti-corruption and bribery policy and related procedures;
- 8.2.11 diligently perform such duties as may from time to time be assigned to you by the Employer;
- 8.2.12 promptly make such reports to the Employer or your line manager in connection with the affairs of the Employer on such matters and at such times as are reasonably required;

- 8.2.13 not do or permit to be done anything to the prejudice, loss or injury of the Employer;
 - 8.2.14 not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country. You must immediately report to the Employer any request or demand from a third party to facilitate the evasion of tax or any concerns that such a request or demand may have been made; and
 - 8.2.15 use your best endeavours to promote, protect, develop and extend the business of the Employer or any Group Company.
- 8.3 You shall comply with any rules, policies and procedures set out in the Employee Handbook, a copy of which is available from your manager. The Employee Handbook does not form part of this Agreement and the Employer may amend it at any time. To the extent that there is any conflict between the terms of this Agreement and the Employee Handbook, this Agreement shall prevail.

9. Place of work

- 9.1 Your normal place of work is the location specified in Schedule 1. The Employer reserves the right to alter your normal place of work provided you are given reasonable notice of any such change, and the new location is within a reasonable distance from your normal place of work.
- 9.2 You agree to travel on the Employer's business (both within the United Kingdom and abroad) as may be required for the proper performance of your duties.
- 9.3 You shall not be required to work outside the United Kingdom for any continuous period of more than one month.

10. Working Hours

- 10.1 Your normal working hours are those set out in Schedule 1 and these hours and days are not variable. However, you may be required to work such additional hours as may be necessary for the proper performance of your duties. You acknowledge that you shall not receive further remuneration in respect of such additional hours.
- 10.2 You will normally be entitled to an unpaid lunch break of one hour, which shall be taken at such times as is convenient for operational purposes.
- 10.3 You agree that the working time limit under regulation 4(1) of the Working Time Regulations 1998 will not apply to you, and that your average working time may exceed 48 hours a week. You may withdraw your agreement to this by giving to the Employer three months' notice in writing.

11. Holiday

- 11.1 The Employer's holiday year runs from 1 January to 31 December. Your annual holiday entitlement is set out in Schedule 1. If you join or leave the Employer part way through the holiday year, your holiday entitlement will be pro-rated to your length of service.
- 11.2 Any holiday you wish to take must be agreed in advance as early as possible, using the Employer's normal holiday booking procedures and no more than two weeks

holiday may be taken consecutively without authorisation from your line manager. The Employer will normally try to accommodate individual preferences for holiday dates, but the needs of the business may have to take precedence, particularly where short notice is given.

- 11.3 You may be required to reserve holiday for any closure of the business during the Christmas period.
- 11.4 A maximum of five days of holiday may be carried forward from one holiday year to the next, provided any carried over days are taken in the first quarter of the new holiday year.
- 11.5 On termination of employment your holiday entitlement will be calculated on a pro-rata basis. The Employer may require you to take outstanding holiday during any period of notice or during any period of garden leave.
- 11.6 If you are dismissed from your employment for committing gross misconduct, the Employer may reduce the amount of accrued but untaken annual leave payable to you upon the termination of your employment to the level of your 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.

12. Other paid leave

- 12.1 You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Employer's rules applicable to each type of leave in force from time to time: statutory maternity leave, statutory paternity leave, statutory adoption leave, shared parental leave and parental bereavement leave.

13. Training

- 13.1 During your employment, the Employer will not require you to undertake any specific training. However, the Employer may offer in-house and external training from time to time. The Employer will provide you with details of any such training as and when it becomes available.

14. Sickness and other absence

- 14.1 If you are unable to come to work for any reason you must inform your line manager within one hour of your normal start time on the first day of absence of the reasons and expected duration of your absence. If you do not comply with the Employer's absence reporting procedures (as published in the Employee Handbook) you may be subject to disciplinary proceedings. When notifying the Employer of your absence, you should indicate the reason for your absence and its likely duration. You must keep the Employer regularly informed of the reason for your continued absence and provide any information on the expected duration.
- 14.2 For the first seven calendar days of absence, you must complete an accurate self-certificate in relation to your absence. For illness of more than seven days, a doctor's certificate must also be produced on the eighth day and weekly thereafter. Any doctor's certificate must cover the full period of your absence. Your certificate of absence must indicate actual days of sickness even if these include days when you would not have worked (for example, weekends and public holidays). This is in order that any entitlement to SSP can be calculated.

- 14.3 During any period of sickness absence, you shall be entitled to receive SSP subject to you meeting the relevant qualifying conditions. Your qualifying days for SSP are those normally worked (i.e. Monday to Friday inclusive).
- 14.4 Where there is concern for your health and ability to carry out your work, the Employer reserves the right to ask that you submit to an independent medical examination and you agree to consent to medical examinations by a doctor nominated by the Employer should it so require, the cost of which will be borne by the Employer. You are required to co-operate in ensuing prompt delivery of any relevant medical reports and authorise the medical practitioner to disclose to the Employer any medical report.
- 14.5 If your 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 Employer of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Employer may reasonably require. You shall if required by the Employer, co-operate in any related legal proceedings and refund to us that part of any damages or compensation recovered by you relating to the loss of earnings for the period of the incapacity as the Employer 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 Employer in respect of the period of incapacity.
- 14.6 The Employer's rights to terminate your employment under the terms of this Agreement apply even when such termination would or might cause you to forfeit any entitlement to sick pay or other benefits.

15. Confidentiality

- 15.1 You acknowledge that in the course of your employment you will have access to confidential information and therefore agree to accept the restrictions in this clause.
- 15.2 During or after your employment, you shall keep the Employer's Confidential Information confidential and, except with the prior written consent of the Employer, shall:
- 15.2.1 not use or exploit the Confidential Information in any way;
 - 15.2.2 not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;
 - 15.2.3 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the proper performance of your employment (and any such copies, reductions to writing and records shall be the property of the Employer);
 - 15.2.4 not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; and
 - 15.2.5 ensure so far as reasonably practical that any document or other records containing Confidential Information shall be kept at the Employer's premises from time to time and shall not remove or allow to be removed such information, document or records from its premises unless expressly

agreed in writing by the Employer or for use in the proper performance of your duties.

15.3 You may disclose Confidential Information only: -

- 15.3.1 to the extent required by law, by any governmental or other regulatory authority;
- 15.3.2 for the purpose of complying with section 43A of the Employment Rights Act 1996; and
- 15.3.3 to the extent ordered by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Employer as much notice of such disclosure as possible.

16. Intellectual Property

- 16.1 You acknowledge that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Employer to the fullest extent permitted by law. To the extent that they do not vest in us automatically, you hold them on trust for us.
- 16.2 To the extent that legal title in and to any Employment IPRs or Employment Inventions does not vest in us automatically, you agree, immediately on creation of such rights and Inventions, to offer to us in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties.
- 16.3 You agree to give the Employer full written details of all Employment Inventions which relate to or are capable of being used in the business of the Employer or any Group Company promptly on their creation.
- 16.4 You waive all your 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 agree not to support, maintain or permit any claim for infringement of moral rights in such copyright works.
- 16.5 You hereby irrevocably appoint the Employer to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for the Employer or our nominee the full benefit of this clause.

17. Lay-off and short-time working

- 17.1 If there is a reduced need for employees to perform work of a particular kind on a temporary or permanent basis, or any other occurrence which affects normal working, the Employer shall be entitled to lay you off or impose short-time working for such period as the Employer shall decide.
- 17.2 Whilst you are laid off you shall not be required to work and shall have no right to remuneration.
- 17.3 Whilst the you are on short-time working your working hours may be reduced as the Employer may see fit and your remuneration shall be correspondingly reduced.

18. Termination of employment

- 18.1 After successful completion of the probationary period, this Agreement shall be terminated by either party giving each other not less than the minimum notice specified in Schedule 1.
- 18.2 At any time, including after notice has been given to terminate the employment by either party, the Employer reserves the right to terminate your employment with immediate effect without notice and pay Basic Salary only in lieu of notice or in lieu of part of the notice period.
- 18.3 Any payment in lieu of notice made by the Employer may be paid by the Employer in instalments on a monthly basis for the duration of the notice period. If you are being paid in lieu of notice in instalments, you shall actively seek to find new employment and mitigate the difference in your salary. If, during the equivalent of your notice period, you obtain new employment, you shall notify the Employer and the Employer will not be required to make any further payments in lieu of notice and may, at its discretion, withhold any further balance of your entitlement to notice under the terms of this Agreement.
- 18.4 The Employer may terminate your employment immediately without notice and without a payment in lieu of notice if you commit a serious breach of your obligations as an employee. A serious breach of your obligations includes but is not limited to if you:-
- 18.4.1 commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom;
 - 18.4.2 commit any material or continued or repeated serious breach of this Agreement or refuse or neglect to comply with any of the Employer's reasonable and lawful directions;
 - 18.4.3 are in breach of our anti-corruption and bribery policy and related procedures;
 - 18.4.4 are guilty of serious misconduct or gross incompetence;
 - 18.4.5 adversely prejudice or do or fail to do anything which in the opinion of the Employer is likely to prejudice adversely the interests or reputation of the Employer;
 - 18.4.6 are convicted of any criminal offence (other than an offence which does not in the opinion of the Employer affect your employment);
 - 18.4.7 are, in the reasonable opinion of the Employer, negligent and incompetent in the performance of your duties or fail to achieve performance targets set by the Employer from time to time;
 - 18.4.8 commit any material breach or material non-observance of the rules, regulations and codes of practice to which the Employer is subject to or causes the Employer to be in breach or fail to observe such rules, regulations and codes of practice;
 - 18.4.9 are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984;

- 18.4.10 are guilty of any fraud or dishonesty or act in any manner which in the opinion of the Employer brings or is likely to bring you any Group Company into disrepute; or
- 18.4.11 are guilty of a serious breach of any rules issued by us from time to time regarding our electronic communications systems.

19. Garden leave

- 19.1 Once notice of termination has been given by either party, the Employer may require you not to perform any services (or to perform only specified services) for the Employer until the termination of your employment or a specified date ("**Garden Leave**").
- 19.2 During any period of Garden Leave, the Employer shall be under no obligation to provide any work to, or vest any powers in, you and you shall have no right to perform any services for the Employer.
- 19.3 During any period of Garden Leave you shall:
 - 19.3.1 continue to receive your Basic Salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
 - 19.3.2 remain an employee of the Employer and bound by the terms of this Agreement;
 - 19.3.3 not, without the prior written consent of the Employer attend your place of work or any other premises of the Employer or the premises of the clients, customers or suppliers of the Employer;
 - 19.3.4 not, without the prior written consent of the Employer contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Employer;
 - 19.3.5 use or be deemed to have used any and all accrued but untaken annual leave; and
 - 19.3.6 (except during any periods taken as holiday in the usual way) ensure that the Employer knows where you will be and how you can be contacted during each working day.

20. Obligations on termination, return of information and announcements

- 20.1 At the request of the Employer, you agree:
 - 20.1.1 to return all of the Employer's property, documents and copies thereof, computer hardware and software (including discs and memory sticks), and all other tangible items (including but not limited to laptops, mobile phones, credit cards, security pass or keys) in your possession or control belonging to the Employer;
 - 20.1.2 to destroy or return to the Employer all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Employer's Confidential Information or Employment Inventions or Employment IPRs;

- 20.1.3 that any Business Contacts made through your use of business social media or networking sites or made on your personal social media or networking sites during your employment are and remain the property of the Employer and you agree to delete these contacts on the termination of your employment, or on request. You further agree not to reconnect with any deleted Business Contacts within six months from the termination of your employment;
- 20.1.4 erase all the Employer's Confidential Information or Employment Inventions or Employment IPRs from your personal or home computer systems or stored on any magnetic or optical disk or memory; and
- 20.1.5 certify in writing to the Employer that you have complied with the requirements of this clause.

21. Searches

- 21.1 You agree that if the Employer may require you to submit to a search of your person and/or property whilst at work or on the Employer's premises. You may be accompanied by a work colleague during any search.

22. Post termination restrictions

- 22.1 The covenants and post-termination restrictions contained in Schedule 2 form part of your Agreement with the Employer. These covenants and post-termination restrictions are of a continuing nature and shall remain in full force and effect notwithstanding the termination of your employment.
- 22.2 You agree that such covenants and post-termination restrictions are reasonable and necessary to protect the legitimate business interests of the Employer given your role, access to Confidential Information and relationship with the Employer's clients, suppliers, employees and prospective clients and you agree to be bound by such clauses.

23. Disciplinary and grievance procedures and Employee Handbook

- 23.1 You are subject to the Employer's non-contractual disciplinary and grievance procedures, copies of which are available in the Employee Handbook.
- 23.2 The Employer may at any time suspend you during any period in which the Employer is carrying out a disciplinary investigation into any alleged acts or defaults by you.
- 23.3 The policies in the Employee Handbook are non-contractual but you are required to comply with them and any failure to do so could result in disciplinary action. The Employer may make amendments or variations to the policies or introduce new policies from time to time.

24. Equal opportunities

- 24.1 The Employer regards harassment or any form of discrimination as unacceptable conduct, which will be subject to disciplinary proceedings and may lead to dismissal. You are expected to comply with the Employer's policies relating to equal opportunities and harassment.

25. Gifts and hospitality

25.1 You may not accept any gift and/or favour or hospitality from any customer or client or third party except in accordance with the Employer's Anti-Bribery Policy or with your line manager's permission.

25.2 You are expected to comply with the Employer's Anti-Bribery Policy and to report any breach you may become aware of. Failure to adhere to this policy may result in disciplinary action, which could result in dismissal for gross misconduct.

26. Data protection

26.1 The Employer complies with its obligations under UK data protection laws. The Employer's lawful basis for the processing, holding and use of personal data and special categories of data about its employees are set out in its Privacy Notice for Employees and Workers. A copy of the Privacy Notice is available from your manager.

26.2 The Employer also has a Data Protection Policy which sets out your obligations with regards to data protection and data security. Any breach of the Data Protection Policy or other privacy policy will be considered a disciplinary offence which could lead to summary dismissal.

26.3 You will comply with the Employer's IT and Communications Policy, a copy of which can be found in the Employee Handbook.

26.4 Failure to comply with the policies contained in the Employee Handbook, in particular the Data Protection Policy and the IT and Communications Policy, may be dealt with under the Employer's disciplinary procedure, and in serious cases, be treated as gross misconduct leading to summary dismissal.

27. Use and monitoring of equipment

27.1 The Employer may provide you with equipment, which includes email, access to the internet, telephones and a mobile phone, to enable you to do your jobs. The Employer recognises that there will be times when there is a pressing need for that equipment to be used for personal matters. That use should be the exception rather than the norm and confined to matters which cannot wait or be done until after work. It should also not interfere with your work. Apart from this, the Employer's equipment may only be used in connection with its business and in properly performing your duties or official responsibilities, and only the Employer's equipment may be so used. The Employer equipment should never be used to send or receive obscene, indecent, racist, sexist, illegal, offensive material or other inappropriate remarks. Civil and criminal liability for both the Employer and you can arise if this policy is not followed. You should therefore comply with the spirit as well as the letter of this policy.

27.2 You acknowledge that the Employer may monitor, intercept or record the use of its equipment to ensure not only that this policy is observed, but also that there is no improper behaviour by its users, and that this may occur even though they are on leave or otherwise away from work. Disciplinary action (including dismissal) may be taken if this policy and any relevant policy in the Employee Handbook is not followed.

28. Definitions

28.1 The following definitions apply to the terms of this Agreement: -

“Business Contacts” means any customers, prospective customers, suppliers, prospective suppliers and other business contacts of the Employer.

“Confidential Information” means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Employer or any Group Company for the time being confidential to the Employer or any Group Company and trade secrets including, without limitation: -

- 28.1.1 technical data, formulae, processes, designs, photographs, drawings, specifications, samples and know-how given to you by the Employer or any Group Company and related to the work undertaken by you in relation to any of the Employer’s or any Group Company’s clients, customers or prospective clients or customers;
- 28.1.2 technical data, formulae, processes, designs, photographs, drawings, specifications, samples and know-how relating to any and all of the Employer or Group Company’s products and developments;
- 28.1.3 information, data or other documentation relating to the finances or performance of the Employer or any Group Company;
- 28.1.4 information, data or other documentation relating to the business development or marketing of the Employer or any Group Company;
- 28.1.5 information, data or other documentation relating to the business or marketing strategy, sales reports, pricing policies, budgets, management accounts, trading statements, financial reports or compiled research of the Employer or any Group Company;
- 28.1.6 information data or other documentation relating to the employees, contractors or consultants of the Employer and any Group Company, including skills, experience and areas of expertise and their terms and conditions of employment or engagement;
- 28.1.7 business methods, processes, manuals and operating procedures of the Employer; and
- 28.1.8 any document or information marked as confidential or any document which is not in the public domain, but not including any information that is or becomes generally available to the public (other than as a result of its disclosure by you or your representatives in breach of this Agreement), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or the parties agree in writing is not confidential or may be disclosed.

“Employee Handbook” means the staff handbook applicable to employees and workers of the Employer from time to time.

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

“Employment IPRs” means Intellectual Property Rights created by you in the course of your employment with the Employer (whether or not during working hours or using the Employer’s premises or resources).

“Group Company” means in relation to the Employer, each and any Subsidiary or Holding Company from time to time of the Employer, and each and any subsidiary from time to time of a holding company or subsidiary of the Employer.

“Intellectual Property Rights” means any patents, rights to Inventions, copyright and related rights, trademarks, 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.

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

“SSP” means statutory sick pay.

“Subsidiary and Holding Company” means a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006.

29. Miscellaneous

- 29.1 The Employer reserves the right to review, revise, replace or amend any term of this Contract and any Schedule(s) which may form part of your Contract from time to time to reflect your career development, the Employer’s business requirements or legislative changes.
- 29.2 Notices to be given under this Agreement by you should be addressed to the Employer Secretary and left at the Employer’s office or sent by post or first class recorded delivery post.
- 29.3 Notices to be given under this Agreement by the Employer will be handed to you personally or sent by post or first class recorded delivery post to your usual or last known place of residence.
- 29.4 Each party on behalf of itself acknowledges and agrees with the other party that:
 - 29.4.1 this Agreement constitutes the entire agreement and understanding between you and the Employer and supersedes any previous agreement between them relating to your employment with the Employer (which shall be deemed to have been terminated by mutual consent);
 - 29.4.2 in entering into this Agreement neither party has relied on any pre-contractual statement;
 - 29.4.3 no party shall have any right of action against any other party in respect of any pre-contractual statement.

- 29.4.4 nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud.
- 29.5 There are no collective agreements which apply to your employment.
- 29.6 The Contracts (Rights of Third Parties) Act 1999 will not create any rights in your favour in relation to any benefits granted now or at any time in connection with your employment.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by Fiscal Technologies Ltd by

Signature to be added

Witness signature

Name

Sian Davies
HR Manager

Address

FISCAL Technologies

Signed as a deed by (Name) in the presence of:

Signature to be added

Witness signature
Name

Signature to be added

Address

Details to be added

Occupation

Schedule 1

Principal Terms

This Schedule sets out the principal terms of your employment with the Employer and forms part of the Agreement. Both parties acknowledge that this Schedule shall be read in conjunction with the main terms of the Agreement.

1. Job title

You shall serve the Employer in the role of (Role Title). As such, your duties shall include:

- As per attached job description

2. Commencement of employment

Monday 30th January 2023.

3. Salary

Your salary shall be £00,000 per annum.

4. Car allowance

Your car allowance shall be £4,800 per annum (paid monthly).

5. Mobile phone allowance

Your mobile phone allowance shall be £36 per month

6. Commission

Commissions shall be paid in line with your supporting Comp plan

7. Probationary period

The first three months of your employment shall be a probationary period.

8. Place of work

Your normal place of work shall be 448 Basingstoke Road, Reading, Berkshire, RG2 0LP or such other place within the United Kingdom which the Employer may reasonably require for the proper performance and exercise of your duties.

9. Working hours

Your normal working hours shall be 8:30am to 5:00pm, Monday to Friday.

10. Holiday

Your annual holiday entitlement shall be 25 days plus the usual public bank holidays in England and Wales.

11. Notice

Following completion of the probationary period both parties are required to give **1 months** notice in writing to terminate your employment under this Agreement.

Schedule 2

Post Termination Restrictions

1. The Employer and you agree and acknowledge that it is reasonable and necessary for the protection of the goodwill and trade connections, trade secrets or confidential information or other legitimate proprietary interest of the Employer and any Group Company that you should be restrained in the terms of the restrictions set out below.
2. In relation to the restrictions set out in this clause, the following definitions will apply in addition to the definitions in the main agreement:

"Capacity" means as agent, consultant, director, employee, owner, partner or shareholder holding an investment by way of shares or other securities of 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.

"Directly or Indirectly" means acting either alone or jointly whether on behalf of any person, firm or company.

"Relevant Business" means the business carried on by the Employer or Group Company with which you were involved to a material extent in the Relevant Period.

"Relevant Customer" means any person, company or other organisation who or which at any time in the Relevant Period, was a customer of or in the habit of dealing with the Employer or any Group Company and with which the Employee was materially involved in the Relevant Period.

"Relevant Prospective Customer" means any person, company or other organisation: -

- (i) who or which at any time in the Relevant Period, was a prospective customer of the Employer or any Group Company, to whom or which the Employer or any Group Company made a proposal to provide services directly to the prospective customer in the Relevant Period; and
- (ii) with whom you have or had dealings in preparing or submitting the proposal to provide services at any time in the Relevant Period, or about to whom or which you obtained confidential information as a result of your employment.

"Relevant Employee" means any person employed in a development, technical, marketing, sales-related or consultant capacity or any person employed in any other capacity by the Employer or any Group Company at the Termination Date who could cause material loss or damage to the Employer or any Group Company if they were to be employed in any business competing or seeking to compete with any Relevant Business and with whom you had material dealings in the Relevant Period.

"Relevant Period" means the period of 12 months preceding the Termination Date.

“Relevant Supplier” means any person, company or other organisation who or which at any time in the Relevant Period was a supplier of or in the habit of dealing with the Employer or any Group Company and with which the Employee was materially involved in the Relevant Period.

“Restriction Period” means the period of six months from the Termination Date.

“Termination Date” means the date of termination of your employment.

3. For three months from the Termination Date, you will not Directly or Indirectly be involved or engaged in any Capacity in any business which is or which intends to be in competition with the Relevant Business.
4. You will not Directly or Indirectly for the Restriction Period, solicit or seek to entice away from the Employer or any Group Company, the business or trade of a Relevant Customer or Relevant Prospective Customer with the intention of supplying or providing services to that Relevant Customer or Relevant Prospective Customer so as to compete or seek to compete with any Relevant Business.
5. You will not Directly or Indirectly, for the Restriction Period, in competition with any Relevant Business deal with or supply or provide services or accept business from any Relevant Customer or Relevant Prospective Customer.
6. You will not Directly or Indirectly, for the Restriction Period, for your benefit or on behalf of any business which is in competition with any Relevant Business, offer employment or engagement to a Relevant Employee of the Employer or any Group Company.
7. You will not Directly or Indirectly, for the Restriction Period, for your benefit or on behalf of any business which is in competition with any Relevant Business, persuade or encourage or attempt to persuade or encourage a Relevant Employee to leave the employment of the Employer or any Group Company.
8. You will not Directly or Indirectly, for the Restriction Period, accept employment or work with or for any Relevant Customer or Relevant Prospective Customer in competition with any Relevant Business.
9. You will not Directly or Indirectly, for the Restriction Period, interfere with, undermine, attempt to affect or damage any supply agreement or other arrangement between the Employer or any Group Company and any Relevant Supplier so as to seek to compete with any Relevant Business.

10. The time period referred to in clause 3 and the Restriction Period will be reduced by any period of Garden Leave served prior to the Termination Date.
11. Following termination of your employment, you shall not in any way hold yourself out or permit yourself to be held out as continuing to be connected with the business of the Employer or any Group Company.
12. You hereby acknowledge and agree that each of the restrictions contained in the above sub clauses are intended to be separate and severable. If any of the restrictions are held to be void, this will not affect the enforceability of the remaining restrictions, and if any restriction is held to be void but would be valid if part of the wording in the restriction was deleted such restriction will apply with such deletion as may be necessary to make it valid and effective.
13. In the event that you leave the employment of the Employer or any Group Company, you agree to provide a copy of these post-termination restrictions to any prospective employer where you may compete against the Employer or any Group Company before accepting any employment or engagement with them.
14. None of the restrictions in this Schedule shall prevent you from:
 - a. 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
 - b. 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 the Employee was not concerned to a material extent in the Relevant Period.
15. If your employment is transferred to any firm, company, person, entity or another Group Company (the "New Employer") pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, you will, if required, enter into an agreement with the New Employer containing post-termination restrictions corresponding to those restrictions in this Schedule, protecting the confidential information, trade secrets and business connections of the New Employer.
16. You will, at the Employer's request and expense, enter into a separate agreement with any Group Company in which you agree to be bound by restrictions corresponding to those restrictions in this Schedule (or such of those restrictions as may be appropriate) in relation to that Group Company.