

EMPLOYMENT AGREEMENT

THIS AGREEMENT is dated: 16/01/2014

PARTIES

- (1) KweekWeek Limited, incorporated and registered in England and Wales with company number 7890114 whose registered office is at Unit 2 Waterside, 44/48 Wharf Road, N1 7UX (the "Company"); and
- (2) The employee whose details are set out in the Schedule ("You").

This contract sets out the terms and conditions of your employment with the Company and supersedes all previous arrangements or agreements whether oral or in writing between you and the Company in relation to the matters dealt with in it.

1. Interpretation

1.1 In this agreement:

"Board" means the board of directors of the Company and includes any committee of such board duly authorised to act on its behalf;

"Confidential Information" means all and any information (whether or not recorded in documentary form or on computer disk or tape) of the Company, any Group Company or any of its or their customers, suppliers or agents which the Company or the relevant Group Company regards as confidential and which may include, but is not limited to, the intellectual property rights (including any object code and source code versions), business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities, business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the Company, any Group Company or any of its or their customers, suppliers or agents;

"Group Company" means together the Company, its holding company if any, and every company which is for the time being a subsidiary of the Company or such holding company and expressions "subsidiary" and "holding company" bear the same meanings in this agreement as they respectively bear in the Companies Act 2006;

"Group"

means the Company and each Group Company;

2. Commencement and continuous employment

- 2.1 Your employment with the Company commenced on the date set out in the Schedule. This is the date on which your continuous period of employment with the Company began.

3. Job title and reporting

- 3.1 Your job title (if any) is as stated in the Schedule, or as may be determined by the Board, and you will report to such person(s) as may be authorised by the Company and notified to you from time to time.

4. Job description and duties

- 4.1 You agree to perform such reasonable duties consistent with your skills and status as may be assigned to you from time to time by or with the authority of the Board.

- 4.2 The Company reserves the right to make reasonable changes to your job description or to require you to perform a different job if this is consistent with your status.

- 4.3 Your duty is to perform your job to the best of your ability and to comply with the duties implied by law.

- 4.4 You will (without further remuneration), if and for as long as the Company requires, during this agreement:

4.4.1 carry out duties for the benefit of or on behalf of any Group Company; and/or

4.4.2 hold any office and/or other appointment in or on behalf of the Group.

- 4.5 You will, at all times during the period of this agreement:

4.5.1 faithfully and diligently perform your duties and exercise only such powers as are consistent with them;

4.5.2 obey all and any lawful and reasonable directions of the Board;

4.5.3 use your reasonable endeavours to promote the interests of the Group;

4.5.4 keep the Board promptly and fully informed (in writing if so requested) of your conduct of the business or affairs of the Group and provide such explanations as they may require;

4.5.5 report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company Group Company immediately on becoming aware of it;

4.5.6 use your best endeavours to promote, protect, develop and extend the business of the Company; and

- 4.5.7 consent to the Company monitoring and recording any use that you make of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes and keep all passwords to electronic communications and computer systems secret from all other persons or entities including fellow members of staff unless otherwise directed by the Board.
- 4.6 You warrant to the Company that by entering into this agreement and performing your duties under it you shall not be in breach of any express or implied terms of any contract or other obligation binding on you, and undertake to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if you are in breach of any such obligations.
- 4.7 You warrant that you are entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if you cease to be so entitled during the term of this agreement.
- 4.8 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.

5. Location

- 5.1 Your normal place of work will be in or around central or greater London.
- 5.2 You may be required to work on a temporary basis at any other of the Company's premises within the United Kingdom or abroad, or at any other place designated by the Company within the United Kingdom or abroad (e.g. the premises of its customers, clients, suppliers or associates).

6. Salary and benefits

- 6.1 Your salary is as stated in the Schedule and is payable in equal monthly instalments by credit transfer on or around the last working day of each calendar month.
- 6.2 Your salary will be reviewed annually, but the Company is under no obligation to increase your salary at any time.
- 6.3 If you are entitled to any other benefits, these will be stated in the Schedule.
- 6.4 The Company may deduct from your salary, or any other sums owed to you, any money owed to any Group Company by you.

7. Expenses

- 7.1 The Company will reimburse to you all expenses properly and reasonably incurred by you in the proper performance of your duties, provided that on request you provide the Company with such receipts, invoices or other evidence of actual payment of such expenses as the Company may reasonably require.

8. Hours of work

- 8.1 Your normal hours of work are as stated in the Schedule excluding public and bank holidays. You are entitled to a lunch break of one hour at a time to be agreed between you and the Company. You may be required to work outside these hours in the course of performing your duties without further remuneration.
- 8.2 You agree that the Working Time Regulations 1998 (or any amendment or re-enactment of it) shall not apply in respect of any hours worked in excess of the relevant weekly maximum (currently 48 hours).

9. Other employment

- 9.1 You must devote the whole of your time, attention and abilities during your hours of work to your duties for the Company, unless you have informed the Board of any other activities and they have permitted you to carry out such work.
- 9.2 You may not whether directly or indirectly, undertake any other job or carry on a business, of whatever kind, during your hours of work for the Company or outside Company hours if it is similar to or in competition with the Company or in the reasonable opinion of the Company this is likely to affect your work performance.
- 9.3 You may not under any circumstances use or allow to be used, any Confidential Information, Company Invention, Company Work or any other property, including any intellectual property, for your own benefit or that of any third party. In particular, you may not utilise the platform owned and controlled by the Company to market to any third party.

10. Holidays

- 10.1 You are entitled to that number of working days' holiday each calendar year in addition to United Kingdom public holidays as set out in the Schedule.
- 10.2 You must agree the dates of your holidays in advance with the Company. If you intend to take less than five days holiday, approval should be sought at least one week in advance. If you intend to take five days or more holiday, approval should be sought at least four weeks in advance.
- 10.3 If you join the Company during the course of the holiday year then holiday days will be calculated pro rata.
- 10.4 On termination of your employment any holiday entitlement which has accrued at that date will be paid less any holiday entitlement already taken.
- 10.5 A sum in respect of any days' holiday taken in excess of entitlement as at the date of termination will be deducted from your final salary (which you hereby authorise) and any excess will be recoverable from you direct.
- 10.6 You will not be entitled to carry over holiday from one holiday year to the next without prior written consent from the Company.
- 10.7 The Company's holiday year runs from January 1 to December 31.

11. Notification of sickness or other absence

- 11.1 If you are absent from work for any reason and your absence has not previously been authorised by a Board Member you must inform a Board Member by 9.00 am on your first day of absence.
- 11.2 Any unauthorised absence must be properly explained and in the case of an absence of uncertain duration you must keep the Company informed on a daily basis until you have provided the Company with a medical certificate.
- 11.3 If you are absent from work due to sickness or injury which continues for more than seven days (including weekends) you must provide the Company with a medical certificate on or before the eighth day of sickness or injury. Thereafter medical certificates must be provided to the Company to cover any continued absence.
- 11.4 Immediately following your return to work after a period of absence which has not previously been authorised by your manager you may be required to complete a self-certification form stating the date of and the reason for your absence.

12. Sickness requirements

- 12.1 The Company may, at any time while you are absent from work because of sickness or injury, require you to:
 - 12.1.1 undergo a medical examination (at the Company's expense) with a medical practitioner nominated by the Company; and/or
 - 12.1.2 give written permission to the Company to have access to any medical or health report in its complete form on your physical or mental condition, prepared by the medical practitioner nominated by the Company.

13. Sick pay

- 13.1 During your probationary period and provided you have complied with the Company's notification and certification procedures and general terms relating to sickness absence referred to in clauses 11 and 12 above, you will be entitled to receive statutory sick pay ("SSP") from the Company in accordance with its statutory obligations.
- 13.2 Provided you have complied with the Company's notification and certification procedures and general terms relating to sickness absence referred to in clauses 11 and 12 above, you will be entitled to be paid your normal pay for periods of sickness absence up to a maximum of 10 working days in aggregate in any calendar year. Thereafter you may be paid at the discretion of the Company.

14. Pension

- 14.1 The Company offers no occupational pension schemes and there is no contracting-out certificate in force in relation to your employment.
- 14.2 The Company will facilitate access to a stakeholder pension scheme where it is legally obliged to do so.

15. Termination of your employment

- 15.1 The period of notice required to terminate your employment is set out in the Schedule.
- 15.2 At any time after notice (including summary notice) to terminate this agreement has been served or received by the Company, the Company may require you to:
- 15.2.1 resign (without any claim for compensation) from any offices and/or appointments which you hold as a director, nominee or representative of the Company or any Group Company; and/or
 - 15.2.2 return to the Company on request any documents, computer disks and tapes and other tangible items in your possession or under your control which belong to the Company or which contain or refer to any Confidential Information; and/or
 - 15.2.3 delete all Confidential Information from any computer disks, tapes or other re-usable material in your possession or under your control and destroy all other documents and tangible items in your possession or under your control which contain or refer to any Confidential Information.

16. Summary termination

- 16.1 The Company is entitled to terminate your employment by summary notice in writing and without payment in lieu of notice if you have:
- 16.1.1 committed any serious breach or repeated or continued (after warning) any material breach of your obligations hereunder;
 - 16.1.2 been guilty of conduct tending to bring yourself or the Company into disrepute;
 - 16.1.3 failed to perform your duties to a satisfactory standard after having received a written warning from the Company relating to the same;
 - 16.1.4 committed theft;
 - 16.1.5 damaged Company property maliciously;
 - 16.1.6 falsified attendance or sickness records;
 - 16.1.7 attended work drunk or under the influence of non-prescribed drugs;
 - 16.1.8 committed any criminal or civil acts prejudicial to the Company whether or not committed in the course of your employment;
 - 16.1.9 in the reasonable opinion of the Board, been negligent and incompetent in the performance of your duties;
 - 16.1.10 been declared bankrupt or made any arrangement with or for the benefit of creditors or had a county court administration order made against you under the County Court Act 1984;

- 16.1.11 become of unsound mind (which includes lacking capacity under the Mental Capacity Act 2005), or a patient under any statute relating to mental health;
 - 16.1.12 been found guilty by internal investigation of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems;
 - 16.1.13 become unable by reason of incapacity to perform your duties under this agreement for an aggregate period of six weeks in any 52 week period; and
 - 16.1.14 committed any other offence of a similar gravity to the examples above, as these examples are neither exclusive nor exhaustive.
- 16.2 Any delay by the Company in exercising such right of termination shall not constitute a waiver of that right.

17. Grievance procedure

- 17.1 The Company has no fixed grievance procedures. All grievance matters should be discussed in the first instance with your line manager or a director of the Company.

18. Disciplinary procedure

- 18.1 The Company has no fixed disciplinary procedures. All disciplinary matters shall be handled by the Company in accordance with good practice and procedure and you may bring up any dissatisfaction you may have with any disciplinary matter with any director of the Company.

19. Collective agreements

- 19.1 There are no collective agreements affecting your terms and conditions of employment.

20. Confidentiality

- 20.1 It is a condition of your employment that you do not use divulge or disclose to any persons, firm or organisation, (except as required by your employment) any Confidential Information. This restriction extends after the termination of your employment for any reason without time limit but does not apply to information which is or comes into the public domain otherwise than through your unauthorised disclosure.

- 20.2 During your employment under this agreement, you will not:

20.2.1 directly or indirectly receive or obtain any discount, rebate, commission or other inducement (whether in cash or in kind) which is not authorised by regulations or guidelines from time to time governing dealings by executives on behalf of the Company, or, if you do, you will account immediately to the Company for the amount so received;

20.2.2 directly or indirectly disclose or make use of any Confidential Information for any purpose other than a legitimate purpose of the Company save that nothing

in this clause shall be construed as preventing you from making a "protected disclosure" within the meaning of the Public Interest Disclosure Act 1998;

20.2.3 (except in the proper course of your duties under this agreement) remove from Company premises or copy or allow others to copy the contents of any document, computer disk, tape or other tangible item which contains any Confidential Information or which belongs to the Company;

20.2.4 at any time make any untrue or misleading statement relating to the Group.

21. Intellectual property

21.1 In relation to each and every improvement, invention or discovery which relates either directly or indirectly to the business of the Company which you (jointly or alone) make at any time during your employment, you will:

21.1.1 promptly disclose full details, including any documents, drawings models, or other embodiments of the Company Invention to enable the Company to determine whether or not, applying the provisions of section 39 of the Patents Act 1977, it is the property of the Company (a "Company Invention");

21.1.2 hold any Company Invention in trust for the Company and, at its request and expense, do all things necessary or desirable to enable the Company or its nominee to exploit the Company Invention for commercial purposes and to secure patent or other appropriate forms of protection for it anywhere in the world. Decisions as to the patenting and exploitation of any Company Invention are at the sole discretion of the Company.

21.2 In relation to each and every copyright work, database or design which relates either directly or indirectly to the business of the Company (a "Company Work") which you (jointly or alone) originate, conceive, write or make at any time during the period of your employment:

21.2.1 you will promptly disclose such Company Work to the Company. Company Works made wholly outside your normal working hours which are wholly unconnected with your employment are excluded from the ambit of clause 21, including any documents, drawings, models or other embodiments of the Company Work;

21.2.2 to the extent that you own or will own such rights you hereby assign to the Company by way of future assignment all copyright, database rights, design rights and other proprietary rights (if any) throughout the world in Company Works including the right to register, at the Company's absolute discretion, any rights in Company Works;

21.2.3 you hereby irrevocably and unconditionally waive in favour of the Company any and all moral rights conferred on you by Chapter IV of Part I of the Copyright Designs and Patents Act 1988 in relation to any such Company Works.

- 21.3 You acknowledge that all the Company's intellectual property rights in each Company Work at the date of this agreement (including all object code and source code versions) shall vest in the Company without limitation, and that you shall endeavor to protect such rights and shall treat as Confidential Information in accordance with the terms herein or as otherwise directed by the Company.
- 21.4 You shall use all reasonable endeavours to prevent any infringement of the Company's intellectual property rights including those in any Company Invention or Company Work and you shall promptly report to the Company any infringement that comes to your attention.
- 21.5 You agree that (at the request and expense of the Company) you will do all things necessary or desirable to substantiate the rights of the Company to each and every Company Invention or Company Work and that you will permit the Company (whom you hereby irrevocably appoint as your attorney for this purpose) to execute documents, to use your name and to do all things which may be necessary or desirable for the Company to obtain for itself or its nominee the full benefit of each and every Company Invention or Company Work. A certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority hereby conferred will be conclusive evidence to that effect so far as any third party is concerned.

22. Restrictive covenants

- 22.1 You accept that the restrictions in this clause 22 are in the interests of the parties and afford reasonable protection to legitimate business interests of the Company.
- 22.2 For the period of 12 months' after the termination of your employment (the "Termination Date") under this agreement, you will not directly or indirectly:
- 22.2.1 carry on or be concerned, engaged or interested (directly or indirectly), in any capacity whatsoever, in any trade or business competing with the trade or business of the Company as carried on at the time or, in relation to any trade or business of the Company that he has been engaged or involved in, at any time during the previous 18 months; or
- 22.2.2 either on his own behalf or on behalf of any person, firm or company (including as an employee) directly or indirectly:
- (a) carry on or be concerned, engaged or interested in any capacity in any trade or business competing with the trade or business of the Company in which he has been actively engaged or involved at any time during the 18 months preceding the Termination Date; or
 - (b) do or say anything which may lead to any person ceasing to do business with the Company on substantially the same terms as previously (or at all); or
 - (c) employ, engage or induce, or seek to induce, to leave the service of the Company any person who, at the Termination Date or at any time during the 18 months before the Termination Date, shall have been

employed in a senior capacity by the Company with whom he shall have had dealings during the 18 months prior to the Termination Date.

- 22.3 Each covenant in clause 22.2 is considered fair and reasonable by the parties. If any restriction is found to be unenforceable but would be valid if any part of it were deleted, or the period or area of application reduced, the restriction shall apply with such modification as may be necessary to make it valid and effective.
- 22.4 Since you may obtain in the course of your employment by reason of services rendered or offices held in any Group Company (not being the Company) knowledge of the trade secrets, designs, design improvements, know-how, business information, methods, lists, clients or other confidential information of such Group Company you agree that any reference to the Company in clauses 21 and 22 shall be deemed to include any Group Company and/or to apply to it or them as if the words were repeated by reference to such company and you will at the request and cost of the Company enter into a direct agreement or undertaking with any such other Group Company whereby you will accept restrictions and provisions corresponding to the restrictions and provisions contained in clauses 21 and 22 (or such of them as may be determined by the Company as appropriate in the circumstances) in relation to such products, services and such area and for such period as such other Group Company may reasonably require for the protection of its legitimate interests.
- 22.5 Each restriction in this clause 22 (whether drafted separately or together with another) is independent and severable from the other restrictions and enforceable accordingly. If any restriction is unenforceable for any reason but would be enforceable if part of the wording were deleted, it will apply with such deletions as may be necessary to make it valid and enforceable.
- 22.6 The Company may transfer or assign its rights under this clause 22 to its successors in title.
- 22.7 If, during your employment or the period in which any of the restrictions in this clause operate after the termination of your employment, any third party makes you an offer of employment or a contract for services or any other contract which would or might involve you being in breach of any of the said restrictions, you shall promptly, and before accepting any such offer, bring the terms of this agreement to that third party's attention.

23. Data protection

- 23.1 For the purposes of the Data Protection Act 1998 you consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to your employment, by the Company and/or any group company and/or any agent or third party nominated by the Company and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the European Union.

24. Rights of third parties

- 24.1 Nothing in this agreement is intended to confer on any person any right to enforce any terms of this agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

25. Reconstruction and amalgamation

- 25.1 If this agreement is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Group Company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

26. Counterparts

- 26.1 This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

27. Variation

- 27.1 No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

28. Consequences of termination

- 28.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect, including, but not limited to, clauses 9.3, 20, 21, 22 and 29.

29. Governing law and jurisdiction

- 29.1 The contract shall be interpreted and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

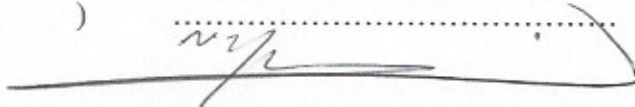
This agreement is dated as at the date first set forth above.

Signed for and on behalf of
KWEEKWEEK LIMITED

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MEHDI NAYEBI

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Signed by

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SCHEDULE

Employee's Name:

Employee's Address:

Job Description and Responsibilities: Senior Back-End Developer.

Key responsibilities include but are not limited to:

- taking an active role in the development of the Company's web applications ;
- liaising between management and design departments and other members of the development team, both within the Company and with third party suppliers;
- developing new functionalities on an on-going basis and improving the overall performance of the applications;
- participating actively in the training and management of new team members.

Commencement of Employment: Wednesday 29th January 2014

Salary: £4,000.00 gross per calendar month, payable in arrears on the 25th day of the month (equivalent to £48,000 per annum).

Holiday Days: 28 days holiday, inclusive of public and bank holidays.

Bonus Entitlement: The Board may in its absolute discretion pay you a bonus of such amount, at such intervals and subject to such conditions as the Board may in its absolute discretion determine from time to time.

Any bonus payment to you shall be purely discretionary and shall not form part of your contractual remuneration under this agreement. If the Company makes a bonus payment to you in respect of a particular financial year of the Company it shall not be obliged to make subsequent bonus payments in respect of subsequent financial years of the Company.

Employee Share Scheme: Any entitlement to participate in any employee share scheme arranged by the Company shall be subject to the execution of a separate agreement with the Company and you shall have no right to receive any form of equity remuneration absent of such agreement.

Notice Period:

Your notice period shall be two weeks either side during your probationary period. Thereafter, your notice period is one month in the first year, and thereafter, an additional one week's notice for each complete year's service up to a maximum of 12 weeks for 12 or more years' service.

Probationary Period:

Your employment with the Company shall be subject to a probationary period of three calendar months in duration. Your probationary period shall commence on the date of this agreement and shall end of the day that is three months thereafter, being Tuesday 29th April 2014. At any time before the end of your probationary period, the Company shall notify you in writing: (i) whether or not your employment will be extended beyond the probationary period; or (ii) whether your probationary period will be extended for any reason.