

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made on 1 July 2025 between:

Orion Tech Solutions Ltd, a private company limited by shares incorporated in England and Wales under company number 09876543 and having its registered office at 45■47 Clerkenwell Green, London, EC1R 0EB (the "Employer"); and

Jane Elizabeth Carter of 12 Redcliffe Gardens, London, SW10 9BG (the "Employee").

WHEREAS the Employer wishes to employ the Employee and the Employee wishes to accept such employment on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. COMMENCEMENT AND TERM

1.1 Employment shall commence on 15 July 2025 (the "Commencement Date") and, subject to earlier termination in accordance with this Agreement, shall continue until terminated by either party giving not less than three (3) months' written notice.

1.2 No employment with a previous employer counts as part of the Employee's continuous employment with the Employer.

2. POSITION AND DUTIES

2.1 The Employee is employed as Senior Software Engineer and shall report to the Chief Technology Officer.

2.2 The Employee shall devote the whole of their working time, attention, and abilities to the duties assigned to them and shall faithfully and diligently perform such duties as may be assigned, including but not limited to designing, developing, and maintaining software systems.

2.3 The Employee shall comply with all lawful and reasonable directions of the Employer.

3. PLACE OF WORK

3.1 The normal place of work shall be the Employer's premises at 45■47 Clerkenwell Green, London, EC1R 0EB. The Employee may be required to work at any other premises within the United Kingdom, subject to reasonable notice.

3.2 The Employee agrees that they may be required to undertake occasional travel within and outside the UK as is reasonably necessary for the proper performance of their duties.

4. PROBATIONARY PERIOD

4.1 The first six (6) months of employment shall constitute a probationary period during which the Employer may terminate employment on one (1) week's notice.

4.2 During the probationary period, performance will be reviewed regularly. The probationary period may be extended at the Employer's discretion, but shall not exceed a total of nine (9) months.

5. HOURS OF WORK

5.1 Normal working hours shall be 37.5 hours per week, Monday to Friday, 09:00 to 17:30 with a one hour unpaid lunch break.

5.2 The Employee may be required to work additional hours without extra remuneration where necessary to perform their duties, in accordance with the Working Time Regulations 1998. The Employee agrees to opt out of the 48 hour weekly limit and may withdraw such opt out on three (3) months' written notice.

6. REMUNERATION

6.1 The Employee shall receive a gross annual salary of £78,000, payable monthly in arrears on or about the 25th day of each month directly into a nominated bank account.

6.2 The Employer will review salary annually; however, an increase is discretionary and not guaranteed.

7. ANNUAL BONUS

7.1 The Employee shall be eligible to participate in the Employer's discretionary bonus scheme with a target of up to 15% of base salary, subject to individual and company performance and the terms of the scheme as amended from time to time.

7.2 Payment of any bonus is conditional upon the Employee being in employment and not under notice of termination (whether given or received) on the bonus payment date.

8. HOLIDAYS

8.1 The Employee is entitled to 28 days of paid annual leave per holiday year, inclusive of the usual public holidays in England and Wales.

8.2 Holiday requests must be approved in advance by the Employee's line manager, taking into account business needs.

9. SICKNESS ABSENCE

9.1 In the event of incapacity due to sickness or injury, the Employee must notify their line manager as soon as reasonably practicable and no later than 09:30 on the first day of absence.

9.2 Statutory Sick Pay (SSP) will be payable in accordance with applicable legislation. The Employer may, at its discretion, provide enhanced sick pay in line with its sickness absence policy.

10. PENSION

10.1 The Employer will comply with its obligations under the Pensions Act 2008 to auto enrol eligible employees into a qualifying workplace pension scheme.

10.2 The Employer will contribute 4% of pensionable earnings, and the Employee will contribute a minimum of 5%, or such other rates as required by law.

11. CONFIDENTIALITY

11.1 The Employee shall not, during employment or at any time thereafter, disclose to any person any trade secrets or confidential information concerning the business affairs of the Employer or any Group Company.

11.2 This clause does not apply to information required to be disclosed by law or to a regulatory authority.

12. INTELLECTUAL PROPERTY

12.1 All inventions, designs, discoveries, or works created by the Employee in the course of employment shall belong to the Employer absolutely.

12.2 The Employee hereby assigns to the Employer, by way of future assignment, all intellectual property rights in such works to the fullest extent permitted by law.

13. DATA PROTECTION

13.1 The Employer will process personal data relating to the Employee in accordance with its privacy notice and the UK GDPR.

13.2 The Employee shall comply with the Employer's data protection policies and procedures at all times.

14. RESTRICTIVE COVENANTS

14.1 For a period of six (6) months after the Termination Date, the Employee shall not, without the prior written consent of the Employer, directly or indirectly:

- (a) Solicit or entice away, or attempt to solicit or entice away, any senior employee or key client of the Employer with whom the Employee had material dealings in the twelve (12) months prior to termination; or
- (b) Engage in any business which is in competition with the Employer within the United Kingdom in which the Employee was materially involved during the twelve (12) months prior to termination.

15. TERMINATION

15.1 The Employer may terminate employment immediately without notice or payment in lieu of notice for cause, including gross misconduct.

15.2 On termination of employment for any reason, the Employee shall immediately return all property belonging to the Employer.

16. DISCIPLINARY AND GRIEVANCE PROCEDURES

16.1 The Employee is subject to the Employer's disciplinary and grievance procedures, copies of which are available on request. These procedures do not form part of the contract.

17. NOTICE

17.1 Any notice required or permitted to be given under this Agreement shall be in writing and delivered by hand, email, or prepaid first-class post to the usual place of business (for the Employer) or the last known address (for the Employee).

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings relating to its subject matter.

20. SEVERABILITY

20.1 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

21. VARIATION

21.1 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.

22. COUNTERPARTS

22.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

IN WITNESS whereof this Agreement has been executed on the date first above written.

Signed for and on behalf of Orion Tech Solutions Ltd

Authorised Signatory

Signed by the Employee, Jane Elizabeth Carter

Employee