

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4896599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT EVIDENCING OBLIGATION TO ASSIGN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
IAN KNOWLES			01/29/2008
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IMAGINATION TECHNOLOGIES LIMITED		
<b>Street Address:</b>	IMAGINATION HOUSE		
<b>Internal Address:</b>	HOME PARK ESTATE		
<b>City:</b>	KINGS LANGLEY		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WD4 8LZ		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	14708461		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)467-8900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-467-8834		
<b>Email:</b>	vmdeluca@vorys.com		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP (IMG		
<b>Address Line 1:</b>	1909 K ST., N.W.		
<b>Address Line 2:</b>	NINTH FLOOR		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	070852.000154		
<b>NAME OF SUBMITTER:</b>	VINCENT M DELUCA		
<b>SIGNATURE:</b>	/Vincent M DeLuca/		
<b>DATE SIGNED:</b>	04/03/2018		
<b>Total Attachments: 21</b>			
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DATED

25th January 2008

(1) IMAGINATION TECHNOLOGIES LIMITED

and

(2) IAN KNOWLES

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EMPLOYMENT CONTRACT

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This AGREEMENT is made on the 25th January 2008

**BETWEEN:**

- 1) **IMAGINATION TECHNOLOGIES LIMITED** of Imagination House, Home Park Estate, Kings Langley, Hertfordshire, WD4 8LZ United Kingdom ("the Company")
- 2) **IAN KNOWLES** of 34 Oxford Avenue, Burnham, Bucks, SL1 8HR ("you")

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

In this Agreement

**1.1 The following expressions have the following meanings:-**

"Appointment" the employment of you by the Company under this Agreement

"Associated Company" any firm, company, business entity or other organisation:

- i) which is directly or indirectly controlled by the Company; or
- ii) which directly or indirectly controls the Company; or

All references in this Agreement to the Company or any Associated Companies shall include any successor in title or assign of the Company or any of the Associated Companies.

"Commencement Date" 4th February 2008

"Confidential Information" any confidential information of the Company which may be known to or come to the knowledge of you by reason of your employment whether before, during or after the signing of this Agreement, including without limitation:

- i) the business dealings or affairs or prospective business dealings or affairs of the Company or any Associated Company or any person with whom the Company or any Associated Company has business dealings;
- ii) the Materials and Intellectual Property in the Materials that are owned, licensed or used by the Company or any Associated Company;
- iii) the trade secrets, finances of the Company or any Associated Company, customer lists, trading details, price lists, details of customers and prospective customers, the terms of trading with suppliers, agents, distributors, contractors, licensors or licensees of the Company or any Associated Company;

- iv) all research activities, inventions, creative briefs, computer programmes, secret processes, designs and formulae undertaken, commissioned or produced by, or on behalf of, the Company or any Associated Company;
- v) details of marketing development, pre-selling or other exploitation of any Intellectual Property of the Company or any Associated Company which has taken place any proposed options or agreements to purchase, licence or otherwise exploit any Intellectual Property of the Company or any Associated Company; any Intellectual Property which is under consideration for development by the Company or any Associated Company and details of any advertising, marketing or promotional campaign which the Company or any Associated Company is to conduct and information relating to expansion plans, business strategy, marketing plans and sales forecasts of the Company or any Associated Company;
- vi) any information obtained by you in the course of your employment which is confidential;
- vii) any information designated by the Company as confidential;

"Customer(s)"

any person, firm, company, business partner or other business entity who during the period of 24 months prior to or at the Termination Date has done business with the Company or any Associated Company and with whom during that period you had contact or dealings;

"Employee Materials"

all and any Materials including improvements and modifications:

- i) which you may create, make, develop, write, prepare, devise or discover (alone or with others and whether or not during normal working hours, whether or not at any premises of the Company or any Associated Company during the course of your employment and whether or not before or after execution of this Agreement); or
- ii) which are otherwise owned by or vested in you by virtue of your employment,

at any time whatsoever during the period of your employment by the Company and which pertains or is useful to the business or prospective business of the Company or which results from or is suggested by any work which you have done or may do for the Company;

"Intellectual Property"	all intellectual and industrial property rights anywhere in the world, including without limitation any patents, topography rights, utility model rights, copyright, database rights, design rights, registered designs, trade mark rights, service mark rights, domain name rights, rights under licences and any other rights of a similar nature whether or not any of the same are capable of protection by registration, and applications for registration of any of the foregoing and the right to apply for any of them;
"Materials"	any and all works of authorship, products, materials, processes, systems, methodologies, algorithms, ideas, concepts, discoveries, inventions, designs, sketches, drawings, plans, specifications, lists, research, software (source code and object code), manuals, know-how, documents, notes, records, databases, photographs, images, logos, graphics, names, domain names and marks (on whatever media);
"Prospective Customer"	any person, firm, company, business partner or other business entity which was at the Termination Date involved in negotiations with the Company to becoming a Customer or who had signed an unexpired non disclosure agreement, and with whom you or any person reporting directly to you have been personally involved in such negotiations;
"Key Employee"	an employee of managerial status or above or software engineer, hardware engineer, special project engineer, salespersons, business development, and other persons employed in key parts of the business of the Company (excluding secretarial and low level support staff) with whom you have during 12 months prior to or at the Termination Date had personal dealings;
"Termination Date"	the date on which this Agreement terminates irrespective of cause or manner.

- 1.2 Words importing the singular include the plural and vice versa and words importing gender include both genders.
- 1.3 References to any provisions or any statute shall be deemed to include a reference to all and every statutory amendment, modification, re-enactment and extension in force on or after the date of this Agreement.
- 1.4 Save where otherwise appears, reference to a clause or schedule shall be deemed to be a reference to a clause or schedule of or to this Agreement.
- 1.5 Headings to clauses are for the convenience of reference only and shall not affect the meaning or construction of anything contained in this Agreement.

## 2. THE APPOINTMENT

- 2.1 Your employment with the Company as a Senior Design Manager commenced on the Commencement Date and you shall continue to serve the Company until the Appointment is terminated pursuant to and in accordance with 2.3 or Clause 13 below.
- 2.2 For statutory purposes, your period of continuous employment began on the Commencement Date.
- 2.3 Your first three months of employment will be treated as a probationary period. Your employment may be terminated by you or the Company on 1 week's notice in writing at any time during or at the end of this period. The Company reserves the right to extend the probationary period, and in such circumstances, your notice period will remain at 1 week.

## 3. RESPONSIBILITIES AND DUTIES

- 3.1 During your period of employment you shall:
  - 3.1.1 Use your best endeavours to promote the interests of the Company and devote such time as is necessary to carry out your duties in accordance with the needs of the Company and agreed from time to time. You may be required to undertake additional duties appropriate to your skill levels from time to time to meet the needs of the business, and any Associated Company.
  - 3.1.2 Comply with all reasonable directions and instructions of the Directors of the Company as may be required from time to time.
  - 3.1.3 Consent to the appointment of any other person or persons to act jointly with you under this Agreement.
  - 3.1.4 Not to do anything that is harmful to the Company or any Associated Company.

## 4. HOURS OF WORK

- 4.1 The normal business hours of the Company are 9.00 a.m. to 5.30 p.m. with one hour's break for lunch Monday to Friday. You shall devote the whole of your attention and abilities during normal business hours and at such times as the Company or your duties may reasonably require to meet the business needs and affairs of the Company. You agree that until further notice the limit on working hours specified under Regulation 4(1) of the Working Time Regulations shall not apply to you. It is agreed that you can terminate this arrangement by giving three months written notice to the Company.
- 4.2 You shall not during your employment by the Company be directly or indirectly engaged or concerned or interested in any other trade or business or the setting up of any business which is similar to or in competition with the business carried on by the Company or any Associated Company or any part of such business without the written consent of the Company.

5. **PLACE OF WORK**

- 5.1 Your place of work will be at Kings Langley or such other places as the Company may continue to operate from time to time. You may also be seconded to the Company's overseas operations.
- 5.2 The Company may require you to work from any of its premises from time to time or at the premises of a Customer depending upon the needs of the business, or at such places as the Company may from time to time require.
- 5.3 The Company may require you to travel abroad upon Company business from time to time.

6. **REMUNERATION**

- 6.1 The Company shall pay you during the continuation of the Appointment a basic salary of [REDACTED] per annum less Income Tax and National Insurance Contributions. Your basic salary shall be deemed to accrue from day to day and (unless otherwise agreed in writing) will be payable by equal monthly instalments on or before the 26<sup>th</sup> day of each month.
- 6.2 Your salary will be reviewed not less than once a year (without any commitment to increase).
- 6.3 The Company shall be entitled to deduct from any salary due to you at any time under the terms of this Agreement any monies of whichever nature which are owed by you to the Company.
- 6.4 Should the Company agree to pay any monies in relation to your training or education or health club or relocation allowance or provide any loan to you, you agree that the Company may deduct such sums from your salary as may be outstanding in accordance with the terms upon which monies were advanced to you from time to time and in any event from your final pay at the Termination Date.
- 6.5 You may be provided with a mobile telephone for business and personal use. You agree that you will not make excessive personal calls.
- 6.6 **Private Medical, Death in Service, Critical Illness and Long Term Disability Insurance**
  - 6.6.1 You are entitled to membership of such private medical insurance scheme, membership of such long-term disability insurance scheme, critical illness scheme and death in service benefit as the Company may from time to time decide to maintain for the benefit of its employees, subject to the rules of such schemes as imposed by the provider from time to time. Any benefits payable under any such scheme will be subject to the rules of the scheme and the terms of any applicable insurance policy, and are conditional on you complying with and satisfying any requirements of the insurers. Copies of these rules and policies are available to you on request.
  - 6.6.2 The Company shall not have any liability to pay any benefit to you under any scheme unless it receives payment of the benefit from the insurer under the scheme.



**7. PENSION**

- 7.1 The Company provides access to a Group Personal Pension scheme with Friends Provident in accordance with the rules of such scheme or such other pension provider as may be nominated by the Company from time to time for your benefit. The Company reserves the right to discontinue or replace such scheme with such other scheme it considers fit.
- 7.2 The Company will make contributions on your behalf subject to your making a minimum contribution of 2% of your basic salary as notified to you upon the joining of the Scheme.

**8. HOLIDAYS AND HOLIDAY PAY**

- 8.1 The Company's holiday year runs from 1 April to 31 March and your holiday entitlement is 20 working days in each holiday year (in addition to bank holidays). You are not entitled to take more than 10 days as consecutive holiday unless agreed by the Company. You will be entitled to one additional working day as holiday for each complete year of service up to a maximum of 5 additional working days.
- 8.2 In addition to your holiday entitlement set out at Clause 8.1 above, the Company will allocate an additional 3 days' holiday which will be taken on days to be chosen by the Company between 24 December and 4 January in each holiday year at its discretion.
- 8.3 The entitlement to holiday pay (and on the termination of your employment to holiday pay in lieu of holiday) accrues pro rata from the commencement of your employment until the end of the current holiday year and thereafter in each subsequent holiday year.
- 8.4 Upon the termination of your employment, your entitlement to accrued holiday pay shall be calculated on a pro rata basis in respect of each completed month of service in the holiday year in which your employment terminates and the appropriate amount shall be paid to you provided that if you shall have taken more days holiday than your accrued entitlement the Company is hereby authorised to make an appropriate deduction in respect thereof from your final salary payment.

**9. SICK PAY AND ABSENCE**

- 9.1 If you are unable to attend work for any reason and your absence has not previously been authorised by the Company you must inform your line manager and the reasons for it by 9.00 a.m. on each working day of absence and keep the Company informed as to the expected duration of your absence.
- 9.2 For any period of sickness of one day or more you must complete a self-certification form on returning to work.
- 9.3 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 by the eighth day of sickness or injury. Thereafter medical certificates must be provided to the Company to cover any continued absence and the Company reserves the right to require you to be examined at any time by an independent doctor at its expense. You will agree to the release of your medical records to any independent doctor appointed by the Company for the purposes of

undertaking a medical report. You also agree to authorise such doctor to report his findings and recommendations to the Company and in addition you agree to authorise your own doctor to supply details of your medical condition to the doctor appointed by the Company.

9.4 If you are incapable of working by reason of injuries sustained wholly or partly as a result of the actionable negligence, nuisance or breach of any statutory duty on the part of any third party, all payments made to you by the Company under this clause shall to the extent that compensation is recoverable from that third party constitute loans by the Company to you which should be repaid when and to the extent that you recover compensation for loss of earnings from that third party by action or otherwise.

9.5 During absence through illness (including mental disorder), injury or other incapacity, you will be paid in full for up to 3 months' absence and half pay for a further 3 months' absence in any 12-month period, subject to Clause 13 below. For the avoidance of doubt, any sickness payments will include statutory sickness payments and subject to you having completed 12 months continuous employment with the Company.

9.6 If you fail to notify the Company of your absence or attend an independent medical examination in accordance with the procedures set out above and or unable to give a satisfactory explanation for your absence, the Company reserves the right to withhold any sickness payments due to you.

#### 10. EXPENSES

10.1 The Company will reimburse all expenses necessarily incurred by you in the proper performance of your duties, provided that the Company has agreed to you incurring the expenses. You must also provide the Company with evidence of actual payment of the expenses as the Company may reasonably require.

10.2 If you are provided with a credit card for the proper performance of your duties, you warrant that you shall only use such card for bona fide business purposes.

#### 11. CONFIDENTIALITY

11.1 You shall not during your employment by the Company or after the termination of your employment without the prior written consent of the Company use for your own purposes, or divulge to any third party, or otherwise make use of any Confidential Information of which you shall become possessed, relating in any way to the business of the Company or its techniques, systems or know-how.

11.2 You shall, during your employment by the Company, use your best endeavours to prevent the publication or disclosure of Confidential Information.

11.3 You shall refrain from using and shall keep secret during and after the termination of your employment with the Company any secret or confidential information relating in any way to any business or individual having dealings with the Company.

11.4 If, during the course of your employment you make, or become possessed of, any invention, discovery or process (or any improvement of any kind) relating to, or which could be applied to,

the business of the Company, then, where appropriate, at the request and the expense of the Company, you must ensure that any Intellectual Property rights vest in the Company.

- 11.5 Except to the extent necessary in the proper course of your employment or as required by law, you shall not at any time during or after your employment by the Company reproduce in any form or on any media or device or permit anyone to reproduce any Confidential Information.
- 11.6 You shall not except to the extent necessary in the proper course of your employment or as required by law:
  - 11.6.1 remove any computer disks, tapes or Materials containing any Confidential Information from the Company's premises; or
  - 11.6.2 send by electronic means any Confidential Information.
- 11.7 Confidential Information which is made or received by you during your employment by the Company and all disks, tapes and Materials and any copies containing any Confidential Information shall be the property of the Company.
- 11.8 You shall abide by all directions of the Company from time to time and the Company's standard operating practices concerning the use, disclosure and supply of Confidential Information.
- 11.9 Due to the nature of the Company's business and its association with a Publicly Quoted Company you will be deemed to have privileged (insider) information which makes you subject to the restrictions imposed by the London Stock Exchange in respect of all share dealings the Company or any Associated Company, particularly during "Close" periods. You will seek advice and authorisation from a Group Board Director or Company Secretary before any dealing takes place.
- 11.10 You shall not without the prior authority of the Company make any announcement, publicity or statement about the Company.
- 11.11 On or before termination of your employment by the Company (howsoever occasioned), you shall deliver up to the Company or, at the Company's option, destroy or delete:
  - 11.11.1 all disks, tapes, Materials and tangible items and all copies containing any Confidential Information; and
  - 11.11.2 all other documents and property of the Company (including but not limited to access cards, security passes and keys) in your possession or under your control.
- 11.12 The rights and obligations under this clause shall continue in force after termination of this Agreement and shall be binding upon your representatives, but shall cease to apply to any information ordered to be disclosed by a Court of Competent jurisdiction or otherwise as required to be disclosed by law.

## 12. INTELLECTUAL PROPERTY

- 12.1 To the extent not otherwise vested in the Company, you hereby assign to the Company absolutely with full title guarantee all Intellectual Property in the Employee Materials for the full term of such rights and all renewals and extensions, together with all accrued causes of action.
- 12.2 You shall:
- 12.2.1 keep proper notes and records of all Employee Materials;
  - 12.2.2 fully and promptly disclose and deliver to the Company for the exclusive use and benefit of the Company and its nominees all Employee Materials upon their creation, making, development, writing, preparation, devising or discovery; and
  - 12.2.3 irrespective of the termination of your employment with the Company give full information, data and drawings as to the exact mode of working, producing and using the Employee Materials and such other explanation, instruction and assistance as the Company may request to enable the full and effective working, production and use of the Employee Materials.
- 12.3 You hereby irrevocably waive any and all of your moral rights which you may have anywhere in the world in the Employee Materials, so that the Company and any third party may use and adapt all Employee Materials in whatsoever way the Company or such third party determines without infringing such moral rights including (without limitation) the right to be identified, the right of integrity and the right against false attribution.
- 12.4 During the term of your employment and at all times thereafter, you shall not do or omit to do any act, matter or thing in consequence of which the Intellectual Property protection that might (but for such act or omission) otherwise have been available to the Company is or might be lost, forfeited or cease to be available.
- 12.5 You shall mark all Employee Materials with such patent, copyright and trade mark notices as the Company may require from time to time.
- 12.6 You shall not during your employment by the Company or at any time after it has been terminated (howsoever arising) use, register, apply for registration or assist or induce any third party to use, register or apply for registration of any trade mark, service mark or domain name in any jurisdiction which is identical or materially similar to:
- 12.6.1 any trade mark or service mark used or registered by the Company in any jurisdiction
  - 12.6.2 any domain name used or registered by the Company; or
  - 12.6.3 any brand, service or product developed, used or provided by the Company.
- 12.7 Upon request, you shall, at the Company's expense but without receiving payment, promptly execute all documents and instruments and do all acts, deeds and things as may from time to time be required by the Company.

12.7.1 to vest absolute legal and beneficial ownership of the Intellectual Property in the Employee Materials in the Company or its nominee; and

12.7.2 to protect the Company's or its nominee's titles to its Intellectual Property anywhere in the world; and

12.7.3 to enable the Company and its nominee to protect and enforce its Intellectual Property including (if requested) assisting in legal proceedings.

12.8 You warrant and undertake that nothing in your Employee Materials contains or will contain any viruses, or other computer programming routines that are intended to damage, detrimentally interfere with, any system, data or personal information.

12.9 The rights and obligations under this Clause 12 shall continue in force after termination of this Agreement and shall be binding upon your representatives.

### 13. TERMINATION

13.1 Your employment under this Agreement will continue subject to the terms of this Agreement and be terminable by either party giving to the other the following notice:

13.1.1 You must give three months' notice in writing to the Company to terminate your employment.

13.1.2 The Company will give you three months' in writing to terminate your employment.

13.2 The Company reserves the right to pay salary in lieu of notice given by it or you pursuant to Clause 13.1. Any pay in lieu of notice shall consist of a sum equivalent to your base salary at the applicable rate at the date notice is given for the notice period required by Clause 13.1 or any unexpired period of notice and shall be subject to deduction as the Company is required to make.

13.3 Notwithstanding Clause 13.1 the Company may terminate the Appointment forthwith without notice if:

13.3.1 you commit any repeated or continued breaches of your obligations to the Company;

13.3.2 you are convicted of any criminal offence other than an offence under the Road Traffic Acts for which imprisonment is not a sanction;

13.3.3 you become of unsound mind or a patient within the meaning of the Mental Health Act 1983;

13.3.4 you are found by the Company to have committed an act of gross negligence or gross misconduct;

13.3.5 you act in any manner which in the opinion of the Company brings or is likely to bring yourself or the Company into disrepute;

- 13.3.6 you commit any other offence of a similar nature and gravity to the examples above, or lose your driving licence if driving forms part of your duties.

These examples are neither exclusive nor exhaustive.

- 13.4 The rights of the Company under Clauses 13.1 and 13.3 are without prejudice to any other rights it might have at law to terminate the Appointment or to accept any breach of the Agreement on the part of you having brought the Agreement to an end.

- 13.5 After notice of termination has been given (either by you or the Company) and provided you continue to receive your full contractual pay and benefits until the employment terminates, the Company has the right, at its discretion to take any of the following steps during any part of your notice period. This includes:

13.5.1 Excluding you from the Company's premises;

13.5.2 Requiring you to carry out specified duties for the Company other than your normal duties;

13.5.3 Withdrawing any powers vested in you or suspend or vary any duties or responsibilities assigned to you, and you shall have no right in such circumstances to perform any services for the Company or any Associated Company;

13.5.4 Instructing you not to communicate with Customers, business contacts, employees, consultants or directors of the Company until the employment has terminated;

13.5.5 Requiring you to remain at home, provided always that this clause shall not affect your implied and express duties of fidelity by reason of the Company exercising its rights pursuant to Clause 13.5. This clause shall not affect the general right of the Company to suspend for good cause nor affect the rights and obligations of the parties prior to the invoking of Clause 13.5.

13.5.6 It shall be a condition of participation in any incentive scheme, including any share option scheme or restricted share plan from time to time operated by any Group Company in which you participate, or shall be entitled to participate, that in the event of the termination of your employment with the Company due to any fault of yours or your voluntary resignation, you shall not by virtue of such termination become entitled to any damages or any additional damages in respect of any rights or expectations of any nature you may have as a holder of share options or shares under any such schemes.

#### 14. PROTECTIVE COVENANTS

- 14.1 You acknowledge that during the course of your employment with the Company you will receive and have access to Confidential Information belonging to the Company and you will also receive and have access to detailed Customer and Prospective Customer data and information relating to the operations and requirements of those Customers and Prospective Customers. Accordingly you are willing to enter into the covenants set out in Sub-Clause 14.2 hereof in order to provide the Company with what you agree and consider be reasonable protection of that information and its trading relationships.
- 14.2 You hereby covenant with the Company that you will not for a period of 12 months (less any period whereby you remain at home pursuant to Clause 13.5.5) after the Termination Date without the prior written consent of the Company (such consent to be given at the absolute discretion of the Company) either alone or jointly with or on behalf of any person, firm or company directly or indirectly:
- 14.2.1 in relation to a business the same as or in competition with the Company canvass, solicit, interfere with, or endeavour to entice away any person, firm, business partner or company, who was at the Termination Date a Customer of the Company or Associated Company;
- 14.2.2 in relation to a business the same as or in competition with the Company deal with or accept instructions from any person, firm, business partner or company who was at the Termination Date a Customer of the Company or Associated Company.
- 14.2.3 in relation to a business the same as or in competition with the Company canvass, solicit, interfere with, or endeavour to entice away any person, firm, business partner or company, who was at the Termination Date a Prospective Customer of the Company or Associated Company;
- 14.2.4 in relation to a business the same as or in competition with the Company deal with or accept instructions from any person, firm, business partner or company who was at the Termination Date a Prospective Customer of the Company or Associated Company;
- 14.2.5 in relation to a business the same as or in competition with the Company canvass, solicit, entice away or endeavour to canvass, solicit or entice away any person who was at the Termination Date engaged or employed by the Company as a Key Employee.
- 14.3 The covenants contained in Clauses 14.2.1 to 14.2.5 are separate and severable and enforceable as such and in the event of any such restrictions being rendered or adjudged invalid or unenforceable in whole or in part for any reason then such covenant or covenants or part of a covenant shall be deemed to be severed from this Agreement and such invalidity or unenforceability shall not affect the validity or enforceability of the remaining covenant or covenants or part of a covenant contained in Sub-Clause 14.2.

- 14.4 You shall on receipt of any offer of employment or any other offer of an engagement or arrangement made with you by any third party which may give rise to a breach of any of your obligations under Clause 11 or Clause 14.2 provide a copy of this Agreement to the relevant third party.

**15. DISCIPLINARY AND GRIEVANCE PROCEDURE**

- 15.1 If you have a grievance relating to your employment, you should proceed in accordance with the Company's grievance procedure at Appendix 1.
- 15.2 The Company deals with disciplinary matters in accordance with its disciplinary procedures at Appendix 2.
- 15.3 The Company's disciplinary and grievance procedures are for guidance only and do not form part of your terms of employment.

**16. HEALTH AND SAFETY**

- 16.1 The Company is under a duty to ensure so far as possible the health and safety and welfare at work of all employees and customers. You are expected to take reasonable care for the health and safety of yourself and all other people who may be affected by your acts or omissions at work and to co-operate with the Company, so far as is necessary, to perform any duty or comply with any requirement imposed by any relevant law.
- 16.2 It is your duty to co-operate fully with the health and safety policy by all means including:
- 16.2.1 performing your duties safely and efficiently;
- 16.2.2 not doing anything which does, or might, injure any other person, or expose any other person to risk.

**17. AMALGAMATION**

If before the expiration or termination of this Agreement the employment hereunder shall be terminated by reason of the winding-up of the Company for the purpose of amalgamation or reconstruction or as part of any arrangement for amalgamation not involving winding up and if you shall be offered employment in a similar capacity with the amalgamated or reconstructed Company any person or firm which acquires the whole or substantially the whole of the undertaking of the Company on terms no less favourable than the terms of this Agreement you shall (without prejudice to any pre-existing claim) have no claims against the Company in respect of the termination of this Agreement for that reason.

**18. NORMAL RETIREMENT AGE**

The Company's normal retirement age is 65 for both men and women. The Company will notify you of your proposed retirement at least 6 months, and no more than 12 months, before your 65<sup>th</sup> birthday. You will be fully informed of your rights and entitlements at that time, including the right to request to continue working beyond this date.



19. **COLLECTIVE AGREEMENT**

There are no Collective Agreements which directly affect the terms and conditions of your employment.

20. **DATA PROTECTION**

For the purposes of the Data Protection Act 1988 you consent to the Company procuring and/or processing of personal data including sensitive data of which you are the subject.

21. **CHANGES TO TERMS OF EMPLOYMENT**

The Company reserves the right to make reasonable changes to any of the terms and conditions of employment, and in that event you will be given not less than one month's written notice of any significant changes by individual notice. Such changes will be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period.

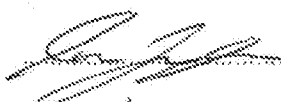


SIGNED on behalf of the COMPANY

DATED 25th January 2008

SIGNED BY YOU

DATED

  
29/01/08

## APPENDIX 1

### GRIEVANCE PROCEDURE

We will try to resolve, as quickly as possible, any grievance/complaint you may have about your employment. ('Grievance' in this context includes incidents of harassment). Outlined in this section is the action you should take to make your grievance heard. These procedures may be amended in exceptional circumstances, for example if you are absent due to sickness or to enable us to accommodate any disabilities. It is hoped that most grievances can be dealt with on an informal basis by your line manager.

If you wish to raise a grievance the following stages should be followed:

#### Stage One

You should put your grievance to your Line Manager in writing, or, if the grievance lies with your Line Manager, to a Director or his authorised deputy.

#### Stage Two

Thereafter, the Company shall arrange a meeting as soon as reasonably practicable. You are entitled to be accompanied to grievance meetings by a companion who will be able to address the hearing on your behalf. This companion should be a work colleague or trade union representative.

#### Stage Three

If you are dissatisfied with the outcome of Stage Two you should appeal the issue to a Director or his authorised deputy. He will arrange to see you to discuss the matter fully and to try to reach a satisfactory solution. You will be informed of the proposed action and a record of the grievance will be made. The decision at this level will be final.

#### Grievance with other members of staff

If you suspect another member of staff of misconduct, e.g. perhaps they have committed a criminal offence or failed to comply with a legal obligation, then please approach your Line Manager. Your concerns will be treated in the strictest of confidence and you will be advised as appropriate.

## APPENDIX 2

### DISCIPLINARY PROCEDURE

#### 1.1 GENERAL

The purpose of these disciplinary procedures is to ensure that the Company behaves fairly in investigating and dealing with allegations of unacceptable conduct or performance. You do not have a contractual right to be treated in accordance with these procedures which may be varied from time to time and the Company may depart from the precise requirements of its disciplinary procedure specified below.

All cases of disciplinary action under these procedures will be recorded and placed in the Company's records. A copy of the Company's disciplinary records concerning you will be supplied to you at your request.

The following steps will be taken, as appropriate, in all cases of disciplinary action:

#### 1.2 INVESTIGATIONS

No action will be taken before a proper investigation has been undertaken by the Company into the matter complained of. If appropriate, the Company may, by written notice, suspend you while the investigation takes place. If you are so suspended your Terms and Conditions of employment will continue, together with all your rights under your Terms and Conditions, including the payment of salary, but during the period of suspension you will not be entitled to access to any of the Company's premises except at the prior written consent of the Company and subject to such conditions as the Company may impose. The decision to suspend you will be notified to you by your Line Manager or a Director and conveyed in writing. You are required to co-operate with any disciplinary investigation.

#### 1.3 DISCIPLINARY HEARINGS

##### Step One

If the Company decides to hold a disciplinary hearing relating to the matter complained of, you will be given details of the complaint in writing against you at least three working days before the hearing.

##### Step Two

At the hearing, you will be given an opportunity to state your case. You may be accompanied by a fellow employee of your choice or trade union official (who is appropriately certified in writing by their union). No disciplinary penalty will be imposed without a disciplinary hearing, but a hearing may proceed in your absence if you fail to turn up.

##### Those with less than twelve months' service

Following an investigation and disciplinary interview the disciplinary stage for those with less than 12 months' service are final written warning and/or dismissal.

##### Those with more than twelve months' service

Following an investigation and disciplinary interview, the disciplinary stages for those with more than 12 months' service are first warning, final warning and dismissal. Note that, in case of gross misconduct, summary dismissal will apply.

#### 1.4 APPEALS

##### Step Three

You have a right to appeal against a disciplinary decision. The details of the person you can appeal to will be given to you at the disciplinary meeting, or as soon as possible thereafter. You should inform that person in writing of your wish to appeal within five working days of the date of the decision which forms the subject of your appeal.

The appeal must set out the grounds on which you are making the appeal. Arrangements to hear the

appeal will be made as soon as reasonably practical. You will have the right to be accompanied to an appeal by a fellow employee or Trade Union Official of your choice.

The appeal will take the form of a re-hearing by a person who, where possible, was not involved in the initial disciplinary hearing or investigation who will consider matters afresh.

If you have been dismissed, your employment will be terminated whether or not you appeal; however, if your appeal is successful you will be re-instated and there will normally be no break in your continuity of employment.

After the outcome of the appeal is known, no further right of appeal is possible and such decision will be final and binding.

An appeal meeting may be adjourned to enable all facts to be considered or to obtain further clarification from others.

## **1.5 GROSS MISCONDUCT**

Certain acts of misconduct, breach of duty or acts which bring the Company into disrepute are treated so seriously by the Company that cases of this type can warrant summary dismissal without prior warning or notice.

Matters which justify summary dismissal include, but are not limited to:

- failure to obey a lawful order;
- unauthorised disclosure of the affairs of a client or the Company to a third party;
- failure to observe the provisions of the Health and Safety at Work Act 1974; negligence or deliberate actions likely to cause injury to people or damage to equipment; actions leading to the loss or damage of the Company's or client's property or equipment;
- being under the influence of alcohol or drugs which impact on your performance whilst working on the Company's business. This includes any event, whether social, marketing or otherwise, at the Company's premises or elsewhere;
- failure to follow the Company's procedures with regard to IT security, including:- accessing, amending, copying or replicating computer information to which you have no right or authority; improper use of the Company's or client's systems or equipment; accessing, downloading, storing or forwarding inappropriate material from the internet, e.g. chain letters, junk email, or similar correspondence, indecent material or pornography; sending racially or sexually threatening or harassing messages or any form of indecent material or pornography;
- soliciting money for personal gain, or in the operation of a personal business;
- gaining unauthorised access to any computer system of the Company or any other organisation or hacking into another web site;
- sending material that contains language which is offensive or that would upset others
- communicating material in a manner that would reflect poorly on the Company;
- use of any data stored in the Company's systems other than in connection with related assignments;
- excessive use of the Company's systems for personal matters;
- failure to account properly and promptly for all funds received, whether on account of customers of the Company;
- unauthorised expenditure or commitment of Company funds;
- conviction of any criminal offence which in the reasonable opinion of the Company is likely to reflect adversely on the Company;

- fraud, theft, deception or dishonesty;
- theft or unauthorised possession of property belonging to the Company or any employee or any of the Company's Customers;
- serious damage to the Company or the Company's Customers' property;
- refusal to carry out duties or reasonable instructions;
- intoxication by drink or drugs;
- having alcoholic drink or illegal drugs in your possession, custody or control on the Company's or clients premises;
- serious breach of the Company's rules;
- violent, dangerous or intimidatory conduct;
- sexual, racial or other harassment of a fellow employee;
- offering or receiving gratuities without first seeking authorisation from the Company;
- improper use of internet or email facilities or other equipment of the Company (please note the Company reserves the right to examine any correspondence (electronic or otherwise) received or sent out from your work address and/or with any equipment provided to you by the Company);
- tampering, changing or otherwise interfering with the Company's software and hardware or other computer equipment or related data records;
- serious or willful neglect of your duties;
- failure to follow the Company's documented procedures and regulations or refusal to comply with the policies of the Company, for example, relating to expenses;
- unauthorised release of data to clients and/or third parties.

These examples are not exhaustive or exclusive and offences of a similar nature will be dealt with under this procedure.

Gross misconduct will result in immediate dismissal without notice or pay in lieu of notice. The decision to dismiss will not be taken without reference to a Director of the Company. Dismissal will be notified to you in writing.

## 1.6 MISCONDUCT

The following offences are examples of misconduct:

- Bad time-keeping;
- Unauthorised absence;
- Minor damage to the Company's property;
- Minor breach of the Company's rules;
- Failure to observe the Company's procedures;
- Abusive behaviour;
- Non-performance of your duties in the opinion of the Company;
- Any conduct which, in the opinion of the Directors, brings you or the Company into disrepute;

- A minor failure to comply with any duties expressly set out in your job description

These offences are not exclusive or exhaustive and offences of a similar nature will be dealt with under this procedure.

If the investigation and disciplinary hearing stages indicate that there are grounds for action, then the following steps will be taken. The stages will normally occur sequentially but we reserve the right to advance the procedures where appropriate. These procedures may also be amended in exceptional circumstances, for example if you are absent due to sickness or to accommodate any disabilities you may have.

You will be given notice in writing of the complaints being made against you and details of the disciplinary hearing.

If at a disciplinary hearing a complaint against you is upheld any one of the following disciplinary penalties will be available to the Company provided you have been employed for 12 months:

#### **1.7 FIRST WARNING**

This may be oral or written according to the circumstances. In either event, you will be advised that the warning constitutes the first formal stage of this procedure. If the warning is verbal, a note that such a warning has been given will be placed in the Company's records.

#### **1.8 FINAL WARNING**

This will be confirmed to you in writing. This warning will state that, if you commit a further offence of misconduct during the period specified in it, your employment will be terminated.

#### **1.9 DISMISSAL**

The decision to dismiss you will not be taken without reference to a Director of the Company and will be notified to you in writing.

#### **1.10 INCAPABILITY**

The following are examples of incapability:

- Poor performance
- Incompetence
- Unsuitability
- Lack of application

These examples are not exhaustive or exclusive and instances of a similar nature will be dealt with under this procedure.

Any one of the following penalties will be available to the Company in cases of incapability, which are upheld following a disciplinary interview provided you have been employed for 12 months:

#### **1.11 FIRST WARNING**

This will be confirmed in writing. This warning will specify the improvement required and will state that your work will be reviewed at the end of a specific time period after the date of the warning.

#### **1.12 FINAL WARNING**

This will be confirmed to you in writing. This warning will state that unless your work improves within a specific time period after the date of the warning, your employment will be terminated.

#### **1.13 DISMISSAL**

The decision to dismiss you will not be taken without reference to a Director of the Company. Dismissal will be notified to you in writing.

#### **1.14 UNSATISFACTORY SICKNESS RECORD**

The following are examples of unsatisfactory attendance:

- long-term absence due to injury or sickness
- frequent short-term absence due to minor ailments.
- In appropriate circumstances, the Company may require you to be:
- examined by an independent medical practitioner of its choosing. In this event, you agree to co-operate with such a request and to permit the medical practitioner to discuss with the Company, the findings of the examination and their prognosis for your future recovery; and/or
- interviewed by a Company representative (at your home, if necessary) if there is a possibility, in the Company's opinion, that your absence is wholly or partly due to a personal or domestic difficulty or there are other circumstances with which the Company might be able to assist you.

The findings of the medical practitioner and/or Company representative will be taken into account when the Company considers the kind of action, if any, which it will take against you in respect of your absence from work.

If appropriate, after such examination/interview, you may be given a first warning which will be confirmed to you in writing. This warning will specify a period, the length of which (usually, between 1 and 6 months) will depend upon your particular health or welfare difficulties over which your attendance will be monitored by the Company and a specified measure of improvement will be required of you at the end of which you will be expected to have returned to work.

If appropriate at the end of such period, you may be required to undergo another examination and/or interview the result of which the Company will take into account when it considers the kind of action, if any, which it is appropriate to take against you. Such action may include:

- the issue of a final warning which will be confirmed to you in writing and will specify a further period over which your attendance will be monitored and the level of improvement expected of you during such period. This warning will state that failure to show the necessary improvement within the specified period will result in your dismissal; or
- your dismissal on notice if the Company concludes, following your medical examination, that you are not likely to be fit to return to work in the foreseeable future and that, in all the circumstances, the needs of its business render it impracticable to await further your return to health or fitness; or

The decision to dismiss you will not be taken without reference to a Director of the Company and will be notified to you in writing. Subject to satisfactory performance and conduct any warning under these procedures will be removed from the Company's records after twelve months.