

Date: 4 August 2015

Amalgamated Organic Composites Ltd

and

Denise Whiteside

Employment agreement

SAMPLE

Employment agreement

This Agreement is made on 4 August 2015 between:

- (i) Amalgamated Organic Composites Ltd of Unit 6, Cavendish Trading Estate, Reading, Berkshire, RG14 6DS ('the Employer') and
- (ii) Denise Whiteside of 15 Jockey Lane, Frimley Green, Camberley, Surrey, GU12 9HG ('the Employee').

1. Overview

This document (including Schedules 1 and 2) sets out the principal terms and conditions of employment and incorporates the written particulars required by the Employment Rights Act 1996 and, together with any offer letter, constitutes the contract of employment between the parties. The employee handbook and any rules and procedures published by the Employer are non-contractual (except where parts thereof are stated to have contractual effect).

2. Definitions and interpretation

In this agreement:

- 2.1. 'Agreement' means this agreement;
- 2.2. 'Confidential Information' includes, information of a confidential nature which includes but is not limited to, trade secrets and confidential or commercial information (regardless of the form or medium in which they are disclosed or stored) relating to the Employer and its organisation, business affairs, finances, clients or customers, suppliers, processes, strategy, operations, technology, know-how, dealings, transactions, dealings and affairs of the Employer including all information in respect of which the Employer is bound by an express or implied obligation of confidence to any third party and any other matter which is notified to the Employee during the course of her Employment as being secret or confidential whether or not any of the information mentioned above is reduced to a tangible form or marked in writing as 'confidential', and any and all information which has been or may be derived or obtained from any such information;
- 2.3. 'Employee Handbook' means the employee handbook of the Employer as amended from time to time;
- 2.4. 'the Employment' means the Employee's employment under this Agreement;
- 2.5. 'Employer's Property' includes, but is not limited to, all materials, files, documents, manuals, data, information and reports (including copies) whether printed or maintained or stored on the Employer's or the Employee's computer systems or other electronic equipment and held on whatever media and all hardware and software, provided by the Employer for the Employee's use and/or belonging or relating to the business of the Employer wherever it may be located;
- 2.6. 'HR Manager' means Amanda Lawrence or such other person responsible from time to time for dealing with human resources issues within the business of the Employer;
- 2.7. 'Incapacity' means any sickness or injury which prevents the Employee from carrying out her duties;
- 2.8. 'Intellectual Property' means all rights in and to intellectual property, whether registered or unregistered, including without limitation letters patents, trade marks, service marks, utility models, copyright and related rights, moral rights, rights in design, semi-conductor topography rights, database rights and all other intellectual property and similar proprietary rights, applications for any of the foregoing and the right to apply for them in any part of the world and including (without limitation) all such rights in materials, works, prototypes, discoveries, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, domain names, the style or presentation of the goods or services, creations, inventions and improvements upon or additions to an invention, rights in Confidential Information, know-how,

trade secrets and any research effort relating to any of the above-mentioned business names whether registrable or not, and any similar rights in any country;

- 2.9. 'The Regulations' means The Working Time Regulations 1998;
- 2.10. 'Sensitive Data' means personal data consisting of information of a sensitive nature which includes without limitation Personal Data and Sensitive Personal Data (as defined by the Data Protection Act 1998), information on racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992, physical or mental health or condition, sexual life, the commission or alleged commission of any offence or any proceedings for any offence committed or alleged to have been committed including the disposal of such proceedings or the sentence of any court in such proceedings and details of all remuneration earned including salary, benefits, bonuses or commissions;
- 2.11. Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.

3. Commencement and duration

- 3.1. The Employment commences on 14 September 2015, and shall continue until terminated in accordance with the terms of this Agreement.
- 3.2. The Employment is not continuous with any previous employment.

4. Probationary period

- 4.1. The first 3 months of the Employment shall be probationary.
- 4.2. During the probationary period the performance of the Employee and her suitability for continued employment will be appraised and monitored.
- 4.3. At the end of the probationary period the Employer shall review the continued employment of the Employee and either:
 - 4.3.1. confirm that the Employment is permanent; or
 - 4.3.2. extend the probationary period for 3 months; or
 - 4.3.3. terminate the Employment.
- 4.4. During the probationary period, either the Employer or the Employee may terminate the Employment by giving the other 2 weeks' written notice.
- 4.5. The Employer may in its sole and absolute discretion terminate the Employee's probationary employment forthwith by paying the Employee a lump sum equal to 2 weeks' salary in lieu of any required notice together with any accrued holiday pay entitlement pursuant to clause 20.

5. Employee handbook

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.

6. Employee warranties

- 6.1. The Employee warrants that she is entitled to work in the United Kingdom without any additional approvals and will notify the Employer immediately if she ceases to be so entitled during the Employment.
- 6.2. The Employee represents and warrants to the Employer that, by entering into this Agreement or performing any of her obligations under it, she will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on her and undertakes to indemnify the Employer against any claims, costs, damages, liabilities or expenses which the Employer may incur as a result if she is in breach of any such obligations.

7. Duties

- 7.1. The Employee is employed by the Employer as Digital Marketing Manager.
- 7.2. The Employee's normal duties are set out in the job description in Schedule 1.
- 7.3. The Employee shall, in addition to her normal duties, carry out other duties as are reasonably requested of her by the Employer.
- 7.4. During the Employment the Employee shall:
 - 7.4.1. act loyally, in good faith and in the best interests of the Employer;
 - 7.4.2. unless prevented by Incapacity, devote the whole of her time, attention and abilities to the business of the Employer;
 - 7.4.3. diligently exercise such powers and perform such duties as may from time to time be assigned to her by the Employer together with such person or persons as the Employer may appoint to act jointly with her;
 - 7.4.4. comply with all reasonable and lawful directions given to her by the Employer;
 - 7.4.5. promptly make such reports to Sally Pearson or as directed by the Employer in connection with the affairs of the Employer on such matters and at such times as are reasonably required;
 - 7.4.6. comply with all applicable rules of law that affect or may have an effect upon the Employer (including, but not limited to, the Data Protection Act 1998 and the Bribery Act 2010);
 - 7.4.7. comply with any fiduciary duties and regulatory rules and regulations;
 - 7.4.8. not act in a way that may result in the Employer incurring criminal or civil liability;
 - 7.4.9. promptly disclose to the Employer any information that comes into her possession which adversely affects the Employer, which includes reporting any wrongdoing or proposed wrongdoing by her, any employee, director or partner of the Employer as soon as she is aware of it;
 - 7.4.10. immediately disclose to the Employer if she has been directly or indirectly contacted by a competitor for the express or implied purpose of recruiting her and to provide any information that the Employer may reasonably request in connection with it;
 - 7.4.11. not directly or indirectly carry on or be engaged in any activity or business that is or is intended to be in competition with the business of the Employer, but shall not be precluded from holding or being otherwise interested in any shares or other securities of any company that is for the time being quoted on any recognised stock exchange or dealt on the Alternative Investment Market, provided that the interest of the Employee in such shares or other securities does not extend to more than 5% of the total amount of such shares or securities;
 - 7.4.12. not be concerned or interested or engaged in any other business without the express consent of the Employer.

8. Acceptance of gifts

- 8.1. Without prior written consent from Sally Pearson or such other person who may be designated from time to time for this purpose, the Employee shall not accept any gift or favour of any kind from any:
 - 8.1.1. customer;
 - 8.1.2. client;
 - 8.1.3. supplier;
 - 8.1.4. prospective customer;
 - 8.1.5. prospective client; or
 - 8.1.6. prospective supplier.

9. Place of work

- 9.1. The Employee's usual place of work is Unit 6, Cavendish Trading Estate, Reading, Berkshire, RG14 6DS.
- 9.2. The Employer may change this to any place within a 20 mile radius and shall give three months' notice of any change.
- 9.3. The Employee may from time to time and at the absolute discretion of the Board be required on reasonable prior notice to work on a temporary or permanent basis at:
 - 9.3.1. Unit 12b, Euroway Industrial Estate, Bradford, West Yorkshire, BD4 6SA
- 9.4. The Employee may be required at the absolute discretion of the Employer to undertake travel within the United Kingdom and internationally from time to time for the proper performance of her duties.
- 9.5. Unless otherwise agreed with the Employer, the Employee will not be required to live and work outside the United Kingdom.

10. Hours of work

- 10.1. The Employee shall work 5 days per week.
- 10.2. The Employee's normal working hours shall be Monday to Friday each week from 08:30 to 17:30.
- 10.3. If requested by the Employer, the Employee shall work overtime in accordance with clause 11.
- 10.4. A 60 minute unpaid break may be taken each day.
- 10.5. The Employer shall not be under a duty to provide the Employee with any work.

11. Overtime

- 11.1. If instructed by the Employer, the Employee shall work overtime from time to time.
- 11.2. The Employer shall give the Employee reasonable notice of any overtime that the Employee is required to work.
- 11.3. If overtime is worked, the Employee must complete overtime sheets and return them to the HR Manager to enable the Employer to comply with its obligations under the Regulations.
- 11.4. No additional remuneration shall be paid for overtime.

12. Reductions in normal hours of work

- 12.1. The Employer:
 - 12.1.1. may lay off the Employee without pay for such period as the Employer shall decide; or
 - 12.1.2. may make temporary reductions to the normal hours of work as the Employer sees fit resulting in a corresponding reduction in pay;
 - 12.1.3. shall give not less than 10 days' notice of any lay-off;
 - 12.1.4. shall give not less than 2 weeks' notice of any reduction in the normal hours of work.

13. Remuneration

- 13.1. The Employer will pay the Employee a salary of £23,000.00 per year in monthly instalments payable in arrears by BACS less the normal statutory deductions.
- 13.2. The Employee's salary shall be reviewed annually.
- 13.3. If the Employee for any reason is indebted to the Employer for any amount, the Employee agrees that the Employer shall be entitled to make a deduction in or towards the discharge of that liability from the Employee's salary or any other money payable by the Employer to the Employee.
- 13.4. The Employer reserves the right to withhold payment of the Employee's salary and provision of her contractual benefits for any period during which she is remanded in custody or imprisoned (whether in the United Kingdom or abroad).

- 13.5. After the Employee has been permanently employed under this Agreement for 12 months, the Employer may, in its absolute discretion, allocate shares to the Employee pursuant to any share option scheme it operates from time to time.

14. Bonus

- 14.1. The Employer shall pay the Employee an annual bonus of 0.50% of net profits in respect of each of the Employer's financial years during the Employment, subject to a maximum of 150% of the Employee's salary unless the Employer agrees otherwise.
- 14.2. Subject to clause 14.8, if the Employment continues for only part of the Employer's financial year, the bonus will be calculated on a pro rata basis.
- 14.3. The net profit figure is to be calculated as the net profit of the Employer before the deduction of Income and Corporation Tax shown in the audited accounts adjusted by:
- 14.3.1. Deducting an amount equivalent to the capital profits for the financial year;
 - 14.3.2. Adding the amount equivalent to the capital losses for the financial year;
 - 14.3.3. Adding the amount equivalent to the estimated bonus of the Employee calculated by the provisions of this clause in preparing the audited accounts.
- 14.4. The Employer's auditors shall calculate the net profits and shall report in writing.
- 14.5. The auditors shall act as experts and not as arbitrators.
- 14.6. The decision of the auditors is binding on the Employee and the Employer.
- 14.7. The bonus shall be paid within 30 days after the date of the auditors' report.
- 14.8. The bonus shall not be payable if prior to the date that the bonus is due to be paid:
- 14.8.1. The Employee is no longer employed by the Employer.
 - 14.8.2. Either party has served notice terminating the Employee's employment (whether or not worked).
 - 14.8.3. The Employee's conduct or capability (performance) is under investigation and she is subsequently dismissed after the date that the bonus is due to be paid.

15. Expenses

- 15.1. Upon the Employee providing vouchers, receipts and other evidence of expenditure wholly, exclusively and necessarily incurred in the proper performance of her duties, the Employer shall reimburse to the Employee the expenditure. The Employee shall not incur expenditure on a single occasion exceeding £200.00 in amount without the Employer's prior consent.
- 15.2. Any credit card supplied to the Employee by the Employer shall be used only for expenses incurred by her in the course of the Employment.
- 15.3. The Employee shall abide by any policies of the Employer on expenses as communicated to her from time to time.

16. Mobile phones

- 16.1. The Employee shall be issued with a mobile phone by the Employer. The mobile phone will be one of a series of mobile phones provided pursuant to a corporate contract negotiated and administered centrally by the Employer. The Employee shall not interfere with the arrangements made under such contract, or any of them.
- 16.2. Subject to clauses 16.4 and 16.5 below, the Employer shall pay all costs and charges in relation to the mobile phone issued to the Employee.
- 16.3. Should the mobile phone be lost or stolen, the Employee must report that fact to the Employer within 24 hours.
- 16.4. The Employee may make personal calls and may send and receive personal texts on the mobile phone provided that the personal calls shall be no longer than 5 minutes in duration and provided that no personal calls shall be made and no personal texts shall be sent during working hours.

Mobile phone accounts are monitored by the Employer and the Employee shall be obliged to provide an explanation of individual call charges if requested and may be required to reimburse to the Employer any charges for calls or texts which it reasonably considers to have been improperly incurred.

- 16.5. The Employee is not permitted to load any software or data (e.g. MP3s) onto the mobile phone unless expressly allowed so to do by the Employer. The Employee must care for and use the phone in her possession in a responsible manner. In default, the Employer may require the Employee to reimburse to it any costs incurred by the Employer in relation to repairs to or replacement of the mobile phone necessitated by damage to or loss of the same. The Employee is required to keep her mobile phone clean and in a serviceable condition to the best of her ability, and report all irregularities immediately to the Employer.
- 16.6. The Employee shall not use the mobile phone whilst driving a vehicle unless it is operating in hands-free mode.

17. Monitoring of electronic communications systems

The Employee consents to the Employer monitoring and recording any use that she makes of any electronic communications systems the Employer has for the purpose of ensuring that any rules the Employer has are being complied with and for legitimate business purposes.

18. Company car

- 18.1. To assist the Employee in carrying out her duties, the Employer shall, provided the Employee holds a current full driving licence, provide her with a motor car of an age and type (in the opinion of the Employer) appropriate to her responsibilities and position. Such motor car shall remain the absolute property of the Employer. The Employer reserves the right to require the return of the car or to substitute the car for another car at the Employer's sole discretion.
- 18.2. The Employer will pay all running costs in respect of the motor car, including insurance and maintenance costs.
- 18.3. The Employee shall take good care of the motor car and shall observe the terms and conditions of the insurance policy relating thereto. Additionally the Employee shall immediately notify the Employer if she is summonsed for or convicted of a driving-related offence.
- 18.4. The Employee shall comply with all regulations laid down by the Employer from time to time with respect to the Employer's motor cars and on the termination of her employment for any reason (and whether lawfully or unlawfully), or in the event that the Employee ceases to hold a current full driving licence by reason of disqualification or for any other reason, the Employee shall forthwith return the motor car and the keys thereto to the Employer at its registered office or any other place the Employer may reasonably nominate.
- 18.5. The Employee shall be responsible for payment of all fines incurred for traffic offences and parking fines.

19. Driving offences

The Employee is aware and accepts that a conviction for a driving-related offence may have an effect on her continuing to be provided with a motor car.

20. Holiday entitlement

- 20.1. The holiday year runs from 1 January to 31 December of each year.
- 20.2. In each holiday year the Employee's paid holiday entitlement will be 25 days' holiday.
- 20.3. The Employee shall be entitled to, and shall be paid for, the normal bank and public holidays, as specified in Schedule 2, in addition to her holiday entitlement.
- 20.4. In the event that the government announces one or more unique extra bank or public holidays in addition to those specified in Schedule 2 (the 'extra days'), then the Employer may, in its absolute discretion, temporarily increase the Employee's total holiday entitlement to include some or all of the extra days for the holiday year in which they fall. The Employer will confirm to the Employee

whether or not they will receive the extra days as holiday and if the extra days will be paid or unpaid. If the Employer agrees to increase the Employee's holiday entitlement in accordance with this clause, then it shall not be obliged to do the same in subsequent years where the government announces an extra bank or public holiday.

- 20.5. The Employee shall give a minimum of 2 weeks' notice prior to the commencement of her holiday which must be agreed with the Employer before the holiday is taken. Any application made at shorter notice will be considered on its merits and be subject to staffing requirements and the needs of the business and may be refused.
- 20.6. If the Employee is entitled to more than the statutory minimum holiday entitlement and has not taken all their holiday entitlement, then she shall be entitled to carry forward to the next holiday year such holiday entitlement as authorised by the Employer, that is in excess of the statutory minimum. The Employee shall not otherwise, except as required by law, be entitled to carry forward any other holiday entitlement to the next holiday year.
- 20.7. The Employee will be deemed to have used her statutory minimum holiday entitlement prior to any holiday entitlement she may be entitled to in excess of the statutory minimum.
- 20.8. No holiday may be taken whilst the Employee is on probation.
- 20.9. A maximum of two weeks may be taken at any one time (including weekends and bank and public holidays) unless the Employer has given its prior written approval.
- 20.10. Any request for an unpaid leave of absence will be considered on its merits and be subject to staffing requirements and the needs of the business and may be refused.
- 20.11. If the Employer has a shutdown period (whether at Christmas or on other days as notified by the Employer) which applies to the Employee, then the Employee shall retain a sufficient number of days from her holiday entitlement to cover the shutdown period. No later than six months after the start of the holiday year, the Employer shall notify the Employee either individually or by way of a general notice to staff of the number of days' holiday to be retained.
- 20.12. Except upon a termination of the Employment, the Employee is not entitled to pay in lieu of any part of the holiday entitlement that has not been taken as paid holiday.
- 20.13. The Employer may require that the Employee take any unused holiday entitlement during the period of any notice of termination of the Employment.
- 20.14. If the Employee starts or leaves the Employment during a holiday year as defined in clause 20.1, the Employee's holiday entitlement shall be calculated on a pro rata basis. When the Employee leaves, the Employer shall be entitled to deduct an amount from the Employee's salary in respect of any holidays taken in excess of the Employee's entitlement and/or seek to recover the same as a debt if the Employee has already been paid the said excess.

21. Pension

- 21.1. The Employment is pensionable and the Employee shall be eligible to become and remain a member of the Employer's contributory pension scheme subject to the scheme's trust deed and rules from time to time. Full details of the pension scheme can be obtained from the HR Manager. The scheme may be terminated or amended at any time in accordance with the trust deed and rules that govern it. The Employer shall not be required to provide a replacement scheme or compensation if the scheme is terminated or amended. The scheme is not a contracted-out scheme for the purposes of the Pension Schemes Act 1993.
- 21.2. The Employee shall pay into the pension scheme a contribution equal to 5.00% of her salary. The Employer shall pay into the Employee's pension scheme a sum equal to 2.00% of the Employee's salary.

22. Notification of sickness or other absence

- 22.1. If the Employee is absent from work for any reason and the absence has not previously been authorised, she shall inform, or arrange for someone else to inform, Sally Pearson by 09:00 on the first day of absence.
- 22.2. The Employee shall properly explain any unauthorised absences and, in the case of any absences of uncertain duration, she shall keep the Employer regularly informed of its expected duration.

- 22.3. If the Employee qualifies for enhanced sick pay under clause 23.5 and is absent from work due to sickness or injury for five days or less, she shall on her return to work complete the Employer's self-certification form. If she is absent from work for more than five days, she shall provide the Employer with a general medical statement on the sixth day of sickness or injury. Thereafter the Employee shall provide medical statements on a weekly basis for each week (or part week) of absence until her return to work.
- 22.4. If the Employee is yet to qualify for enhanced sick pay under clause 23.5 and is absent from work due to sickness or injury for seven days or less, she shall on her return to work complete the Employer's self-certification form. If the Employee is absent from work due to sickness or injury for more than seven days, she shall provide the Employer with a general medical statement on the eighth day of sickness or injury. Thereafter the Employee shall provide medical statements on a weekly basis for each week (or part week) of absence until her return to work.

23. Incapacity

- 23.1. The Employer operates the Statutory Sick Pay scheme and the Employee shall co-operate in the maintenance of the necessary records of the Employer's Statutory Sick Pay Scheme.
- 23.2. For the purpose of calculating the Employee entitlement to Statutory Sick Pay, 'qualifying days' are those days on which the Employee is normally required to work.
- 23.3. The Employer may use payments made to the Employee under the Employer's sick pay provisions or other contractual obligations to discharge the Employer's liability to make payments under the Statutory Sick Pay scheme.
- 23.4. If the Employee complies with the requirements in this clause and clause 22 above regarding notification of absence and the supply of medical statements, the Employer shall pay Statutory Sick Pay where applicable.
- 23.5. If the Employee has been confirmed as being in permanent employment under clause 4 and complies with the provisions of clause 22, then the Employer shall, at the Employer's discretion, continue to pay her salary (which shall be inclusive of any Statutory Sick Pay or social security sickness benefit to which she may be entitled) for a period of 2 calendar months' continuous absence in any 12 month period.
- 23.6. The Employer reserves the right to withhold, suspend or discontinue the Employee's enhanced sick pay if the Employee is absent from work due to sickness or injury whilst she is the subject of any disciplinary action or performance management or has been suspended or is under investigation in connection with any matter with which she is involved.
- 23.7. If the Employee is absent from work for any reason (excluding annual and public holidays) for a period or periods totalling in excess of 3 working months (excluding annual and public holidays) in any period of 12 months, the Employer may terminate the Employment.
- 23.8. The Employee agrees to consent to medical examinations (at the expense of the Employer) by a doctor nominated by the Employer should the Employer so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Employer and the Employer may discuss the contents of the report with the relevant doctor.
- 23.9. If the 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, the Employee shall immediately notify the Employer of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the Employer may reasonably require. The Employee shall, if required by the Employer, refund to the Employer that part of any damages or compensation recovered by her relating to the loss of earnings for the period of Incapacity as the Employer may reasonably determine less any costs borne by her 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 the Employee by the Employer in respect of the period of Incapacity.

24. Data protection

- 24.1. The Employee shall comply with data protection legislation when processing personal or Sensitive Data relating to any employee, customer, client, supplier or agent of the Employer.

- 24.2. For the purposes of the Data Protection Act 1998, the Employee consents to the Employer processing and retaining personal data, including Sensitive Data, of which the Employee is subject, including, as appropriate:
- 24.2.1. information about the physical or mental health or condition of the Employee in order to monitor sick leave and take decisions as to the fitness for work of the Employee; or
 - 24.2.2. the racial or ethnic origin of the Employee or religious or similar information in order to monitor compliance with equal opportunities legislation; or
 - 24.2.3. information relating to any criminal proceedings in which the Employee has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
 - 24.2.4. information relating to the Employee's remuneration in order to pay and review the Employee's salary and other benefits and provide and administer any such benefits.
- 24.3. The Employer may make such information available to those who provide products or services to the Employer (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Employer or the business in which the Employee works.
- 24.4. The Employee consents to the transfer of such information to the business contacts of the Employer outside the European Economic Area in order to further its business interests even where the country or territory in question does not maintain adequate data protection standards.

25. Confidentiality

- 25.1. Either during or after the termination of the Employment, the Employee shall not divulge, shall not communicate to any person, shall not make use for herself of, and shall use her best endeavours to prevent the publication or disclosure of:
- 25.1.1. any trade secret (including without limitation technical data and know-how);
 - 25.1.2. secret or confidential operations;
 - 25.1.3. any Confidential Information concerning the organisation, business or finances of the Employer;
 - 25.1.4. any dealings, transactions or other information whether relating to the Employer or any customer of or supplier to which the Employee has come to know, have received, or obtained by reason of her employment.
- 25.2. The Employee shall not print out or copy any Confidential Information (including without limitation, creating paper copies, scanned copies and copying to an electronic storage device), or transfer Confidential Information to her personal email account or an email account of a third party, without first obtaining the Employer's prior written consent.
- 25.3. For the avoidance of doubt and without prejudice to the generality of this clause 25, the names and addresses of the Employer's customers and suppliers and details of its special processes are confidential.
- 25.4. The restrictions in this clause 25 do not apply to information or knowledge which is in the public domain other than by wrongful disclosure or of which disclosure is required by law.

26. Intellectual property and inventions

- 26.1. The Employee shall:
- 26.1.1. promptly disclose in writing to the Employer all Intellectual Property originated, conceived, written, made or discovered by her (alone or with others) in the course of her Employment (whether or not during working hours or using the Employer's premises, resources and materials) and which relates to or is capable of being used by the business of the Employer;
 - 26.1.2. keep confidential and not disclose to any other party or exploit the Intellectual Property unless authorised by the Employer or in the proper performance of her duties;

- 26.1.3. assign to the Employer to the extent allowed by law all existing and future rights, title and interest in the Intellectual Property originated, conceived, written, made or discovered by the Employee in the course of her Employment and agrees not to attempt to register any patents or other Intellectual Property unless requested by the Employer.
- 26.1.4. at the request and cost of the Employer,
 - 26.1.4.1. give and supply (including on the termination of her Employment) all originals and copies of all correspondence, materials, files, documents, papers, drawings, manuals, data, information and reports held on any and all media;
 - 26.1.4.2. provide any assistance as may be requisite to enable the Employer to exploit the Intellectual Property to the best advantage; and
 - 26.1.4.3. do any and all things necessary or desirable to exploit the Intellectual Property and to substantiate and protect the rights of the Employer under this clause, including notifying the Employer in writing if she becomes aware of any infringement or suspected infringement of any Intellectual Property, and in the event of her failure to do any such thing within seven days of the request, the Employee hereby irrevocably authorises the Employer to appoint some person to be her attorney and in her name and on her behalf to execute any document and do all things necessary to give effect to the provisions of this clause, provided that nothing will apply to those works originated conceived, written created, made or discovered by the Employee wholly outside her normal working hours and which are wholly unconnected with the business for the time being carried on by the Employer.
- 26.2. The Employee irrevocably and unconditionally agrees that such Intellectual Property shall be the absolute property of the Employer.
- 26.3. All notes, memoranda, documents and Confidential Information (in whatever form) and all copies thereof concerning the business of the Employer or any of its suppliers, agents, distributors or customers which shall be acquired, received or made by the Employee during the course of her Employment shall be the property of the Employer and shall be surrendered by the Employee to the Employer at the termination of her Employment or at the request of the Employer at any time during the course of her Employment.
- 26.4. The Employee hereby irrevocably and unconditionally waives any and all moral rights relating to the Intellectual Property which the Employee is now or may in the future be entitled to pursuant to the provisions of the Copyright, Designs and Patents Act 1988 and any other such moral rights to which the Employee may become entitled to under any legislation existing now or in the future or in any part of the world.
- 26.5. The Employee accepts and agrees that, except as provided by law, no further payment, remuneration or compensation other than that provided for in this Agreement is or may become due to her in respect of her compliance with this clause. This clause is without prejudice to the Employee's rights under the Patents Act 1977.
- 26.6. The provisions of this clause will continue in force after the termination of this Agreement in respect of all Intellectual Property originated conceived, written created, made or discovered by the Employee (alone or with others) in the course of her Employment (whether or not during working hours or using the Employer's premises, resources and materials) and will be binding on the personal representatives of the Employee. However, it is provided that the provisions of this clause will not apply to those works originated conceived, written created, made or discovered by him/her wholly outside his/her normal working hours and which are wholly unconnected with the business for the time being carried on by the Employer.

27. Grievance, disciplinary and dismissal procedures

- 27.1. A copy of the grievance policies and procedures of the Employer can be obtained from Sally Pearson. They do not form part of the Employee's contract of employment.

- 27.2. The Employee can apply, in accordance with the grievance policies and procedures of the Employer, to George Parr for the purpose of seeking redress of any grievance in relation to the Employment.
- 27.3. A copy of the disciplinary and dismissal policies and procedures of the Employer can be obtained from Sally Pearson. They do not form part of the Employee's contract of employment unless the policies or procedures or sections of them expressly state that they do.
- 27.4. The Employee can apply, in accordance with the disciplinary and dismissal policies and procedures of the Employer, to George Parr if dissatisfied with any disciplinary decision taken in relation to her.

28. Suspension

- 28.1. The Employer reserves the right at any time to suspend the Employee from the performance of some or all of her duties under this Agreement in connection with any investigation or matter with which she is involved, including, without limitation, if the Employer reasonably believes that the Employee is in breach of this Agreement, for such period as the Employer in its absolute discretion shall decide.
- 28.2. During any period of suspension:
 - 28.2.1. the Employee shall, if requested by the Employer, refrain from contacting or communicating with employees, customers, clients and professional contacts of the Employer;
 - 28.2.2. the Employer shall be entitled to make such announcements or statements to employees, customers, clients and professional contacts of the Employer or any other third parties concerning the Employee as the Employer in its absolute discretion shall decide; and
 - 28.2.3. the Employer shall be under no obligation to provide any work for the Employee and the Employee shall continue to be bound by the express and implied duties of the Employment.

29. Termination of employment

- 29.1. The Employer shall have the right to terminate the Employment immediately without notice or (in our sole discretion) payment in lieu of notice if the Employee:
 - 29.1.1. is guilty of any gross default or misconduct in connection with or affecting the business of the Employer;
 - 29.1.2. ceases to be entitled to work in the United Kingdom;
 - 29.1.3. commits a serious or persistent breach or non-observance of her obligations under this Agreement or fails to perform her duties to the standard required by the Employer;
 - 29.1.4. is in breach of the Employer's anti-corruption and bribery policy and related procedures (if any);
 - 29.1.5. conducts herself dishonestly or in a way which is detrimental to the Employer (whether in connection with the Employment or otherwise);
 - 29.1.6. by her actions or omissions brings the name or reputation of the Employer into disrepute or prejudices the interests of the business of the Employer;
 - 29.1.7. is convicted of any offence (other than a motoring offence not resulting in imprisonment);
 - 29.1.8. becomes of unsound mind or a patient under the Mental Health Act 1983.
- 29.2. Subject to clauses 4.4 and 4.5 the period of notice that the Employer shall give to terminate the Employment is:
 - 29.2.1. one week where the Employee has completed the first month of the Employment and has been in continuous employment for less than two years;

- 29.2.2. one week for every complete year of continuous employment where the Employee has been continuously employed for two years but less than twelve years;
- 29.2.3. twelve weeks where the Employee has been in continuous employment for twelve years or more.
- 29.3. The Employee may terminate the Employment on one week's notice.
- 29.4. Notice of termination of the Employment given by either the Employer or the Employee shall be in writing.
- 29.5. If the Employee breaches this Agreement by failing to give or work their full contractual notice then she will not be paid for the unworked period of notice.
- 29.6. The Employer reserves its right to claim damages against the Employee for any loss suffered by the Employer as a result of the Employee's failure to work their full contractual notice period.
- 29.7. The Employer may, in its sole and absolute discretion, terminate the Employment at any time and with immediate effect by notifying the Employee that the Employer is exercising its right under this clause and that the Employer will pay a sum in lieu of notice equal to the salary (as at the date of termination) which the Employee would have been entitled to receive under this Agreement between the date of termination and the earliest date the Employment could otherwise have been lawfully terminated, less income tax and National Insurance contributions. The payment in lieu of notice will be made within 28 days after termination.
- 29.8. If, within 6 months after the termination of this Agreement, the Employer learns that the Employee had committed a previously undiscovered act of gross misconduct that would have resulted in the Employee's summary dismissal during the Employment, then the payment in lieu of notice referred to in clause 29.7 that has already been paid, or that has been agreed to be paid by the Employer in contemplation of termination of the Employment shall (as the case may be):
 - 29.8.1. Be repayable by the Employee on demand as a debt;
 - 29.8.2. Not become a debt payable to or enforceable by the Employee and the Employee shall forfeit all entitlement to any payments due from the Employer.
- 29.9. With the exception of statutory family-related leave or accrued holiday entitlement due to sickness, any unused holiday entitlement on termination of the Employment will be calculated at the rate of pay that applied to the Employee during the period in which it accrued, which may not necessarily be the rate of pay applicable on the date of termination.
- 29.10. Upon termination of the Employment for whatever reason or at the request of the Employer, the Employee shall immediately hand over the Employer's Property to the Employer, including without limitation all Confidential Information, and any keys, security cards, credit cards and other property of the Employer (including in particular any computer equipment, car or mobile phone provided to the Employee) which may be in her possession, custody, care or control and shall provide a signed statement that she has complied fully with the terms of this clause. The Employee must not retain any copies or extracts of such property.
- 29.11. At no time after the termination of the Employment shall the Employee directly or indirectly represent herself as being interested in or employed by or in any way connected with the Employer, other than as a former employee of the Employer.

30. Garden leave

Once notice to terminate the Employment has been given by either party in accordance with this Agreement or if the Employee resigns without giving the required period of notice and the Employer does not accept that resignation, the following provisions will apply for such period as the Employer in its absolute discretion may decide:

- 30.1. the Employer will not be obliged to provide the Employee with any work or require her to perform any duties or may require her to perform such specific duties as are expressly assigned to her by the Employer for such period as the Employer in its absolute discretion may decide;
- 30.2. the Employer may exclude the Employee from its premises and may require her not to be involved in the business of the Employer;
- 30.3. the Employee's salary and all contractual benefits will continue to be paid or provided;

- 30.4. the Employee will remain bound by her obligations under this Agreement, save as varied by the Employer in its exercise of the discretions conferred by this clause;
- 30.5. the Employee will return all of the Employer's property including without limitation all Confidential Information;
- 30.6. the Employer may require the Employee not to have any contact or communication with any of its employees, customers, clients or professional contacts in relation to the business of the Employer;
- 30.7. the Employer may make such announcements or statements to any of the employees, customers, clients or professional contacts of the Employer or any other third parties concerning the Employee as it in its absolute discretion may decide;
- 30.8. the Employer may require the Employee immediately to resign without claim for compensation from any office which she holds in the Employer. If she fails to do so, the Employee hereby irrevocably appoints the Employer to be her attorney to execute any document or do anything in her name necessary to effect her resignation;
- 30.9. the Employer reserves the right to require the Employee to take holiday which has accrued up to the commencement of garden leave and which will accrue to the date the Employment terminates during the period of garden leave on such day or days as the Employer may specify. No contractual holiday entitlement shall accrue during such period, save that the Employee's entitlement to holiday pursuant to the Regulations shall continue to accrue during such period;
- 30.10. at the end of any period of garden leave imposed, the Employer may make a payment in lieu of the balance of any required period of notice (whether given by the Employee or the Employer), less any deductions the Employer is required to make by law.

31. Post-termination restrictive covenants

- 31.1. During the Employment, the Employee is likely to obtain confidential information and personal knowledge of and influence over the Employer's clients, customers and employees. As a result, and in order to protect the Employer's legitimate business interests including the Confidential Information, the Employee agrees to observe the following restrictive covenants after the termination of her employment (the Termination Date):
 - 31.1.1. The Employee covenants that she shall not, for a period of 3 months from the Termination Date and within a radius of 10 miles of the principal place of business of the Employer, on her own account or for or with any other person (whether natural or legal), directly or indirectly carry on or be engaged in any activity or business that is or is intended to be in competition with the business of the Employer that was carried on by the Employer at the Termination Date and with which the Employee was concerned or connected at any time during the 3 months prior to the Termination Date.
 - 31.1.2. The Employee covenants that she shall not for a period of 6 months from the Termination Date, whether on her own behalf or for or with any other natural or legal person, directly or indirectly seek orders from or solicit the custom of, or deal or otherwise do business with the clients or customers whom the Employee directly or indirectly dealt or had regular contact with or became aware of in the course of the Employment prior to the Termination Date.
- 31.2. If the Employee receives an offer to be directly or indirectly involved in any capacity with another business she must within two weeks give the person (whether natural or legal) making the offer a copy of this clause and inform the Employer of their identity within two weeks of accepting the offer.
- 31.3. Each of the covenants in this clause is entirely separate and independent of the others and is considered and accepted by the parties to be reasonable and necessary for the protection of the legitimate interests of the Employer. If any covenant or part thereof shall be found void, invalid or unenforceable by any court of competent jurisdiction, but would be valid if some words were deleted, such covenant shall apply with such modification as may be necessary to make it valid and effective and all other covenants or parts thereof shall remain in full force and effect and shall not be affected.
- 31.4. If a breach of this clause occurs, the Employee agrees that damages alone are likely to be insufficient compensation and that injunctive relief (including interim injunctive relief) is reasonable

and is likely to be essential to safeguard the interests of the Employer and that injunctive relief (in addition to any other equitable remedies) may (subject to the discretion of the courts) be sought.

31.5. If the Employer exercises its rights under clause 30 of this Agreement to suspend and/or exclude the Employee from all or any of its premises during all or part of the notice period referred to in clause 29 of this Agreement, the restricted periods stated in this clause will be shortened by the number of calendar days for which the Employee was so suspended or excluded.

31.6. The Employee confirms that she has taken independent legal advice regarding the meaning and effect of this clause.

32. Collective agreements

There are no collective agreements that directly affect the terms and conditions of the Employment.

33. Variations

The Employer reserves the right to make reasonable changes to any of the Employee's terms and conditions of employment from time to time. Such changes may be made by way of a general notice applicable to all employees or by way of specific notice to the Employee.

34. Entire agreement

This Agreement contains the entire understanding between the parties and supersedes all previous agreements and arrangements (if any) relating to the employment of the Employee by the Employer.

35. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

36. Notices

Notices may be given by either party by letter addressed to the other party at (in the case of the Employer) its business address for the time being and (in the case of the Employee) her last known address, and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery, and in proving service by post, it shall be sufficient to prove that the notice was properly addressed and posted.

37. Severance and invalidity

If any provision of this Agreement is prohibited by law or adjudged by a court to be unlawful, void or unenforceable, it shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and it shall not affect any other circumstance of, the validity or enforcement of this Agreement.

38. Proper law and jurisdiction

38.1. This Agreement is governed by and construed in all respects in accordance with the Law of England and Wales.

38.2. The Employer and the Employee irrevocably agree that the courts or Employment Tribunals of England and Wales have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings which arise out of or in connection with this Agreement.

This Agreement has been executed as a Deed on the date stated above.

Executed as a Deed by: _____

Denise Whiteside, in the presence of:

Name of witness: _____

Address of witness: _____

Occupation of witness: _____

Signature of witness: _____

Executed as a Deed by: _____

Jason Davies (a director), on behalf of the Employer, in the presence of:

Name of witness: George Parr

Address of witness: Unit 6, Cavendish Trading Estate, Reading, Berkshire, RG14 6DS

Occupation of witness: HR Manager

Signature of witness: _____

Schedule 1

Job description

- Write and publish press releases and other articles to generate positive media coverage.
- Create and implement digital campaigns across various channels (Google Ads, E-marketing, online media PPC campaigns and Social Media).
- Responsibility for analytics reporting and SEO of company websites.
- Mass mailing campaigns.

SAMPLE

Schedule 2

Public and bank holidays

1. New Year's day
2. Good Friday
3. Easter Monday
4. Early May bank holiday
5. Late May (Spring) bank holiday
6. Summer bank holiday
7. Christmas day
8. Boxing day

SAMPLE