

CONTRATO DE TRABAJO

DATOS DE LA EMPRESA Y DEL EMPLEADO

Este Contrato de Empleo (este "Contrato") se realiza

Entre

Conex Universal Limited ("Compañía") de Global House, 95 Vantage Point, The Pensnett Estate, Kingswinford, West Midlands, DY6 7FT.

y

Richard Leigh ("Empleado") de

Considerando que, la Compañía acepta emplear al Empleado y el Empleado acepta servir a la Compañía según y sujeto a los términos y condiciones de este Contrato;

Por lo tanto, las Partes acuerdan lo siguiente:

13. Propiedad Intelectual

- 13.1 cualesquiera invenciones, descubrimientos, ideas, conceptos, diseños, dibujos, trabajos, resultados de investigaciones, software de computadora, mejoras, conocimientos técnicos, información de propiedad comercial y/u otros productos de trabajo realizados por el Empleado (ya sea solo o junto con otros), durante el plazo de empleo del Empleado en la Compañía, como resultado del desempeño de sus deberes o el uso de los equipos físicos y técnicos, la información comercial, el tiempo de trabajo u otras instalaciones de la Compañía, o cualquier producto de trabajo elaborado por el Empleado, dentro de un año a partir de la fecha de terminación o vencimiento del empleo del Empleado en la Compañía, que se relacionan con los deberes del Empleado o asignaciones por parte de la Compañía (en conjunto, todos esos productos de trabajo se denominarán en lo sucesivo "Productos de Trabajo"), se considerarán trabajos realizados por encargo y pertenecen únicamente a la Compañía. Sujeto únicamente a las reglas obligatorias de la ley aplicable, la Compañía tendrá todos los derechos en relación con el título y la propiedad intelectual de dichos Productos de Trabajo, incluidos, entre otros, los derechos de emplear libremente dichos Productos de Trabajo, fabricar productos relevantes, operar negocio y transferencia a terceros, y el derecho a decidir si solicitar una patente sobre una invención o mantenerla como secreto comercial.
- 13.2 El empleado deberá revelar inmediatamente a la Compañía todos y cada uno de los Productos de trabajo, ya sean patentables, con derecho de autor o registrables como marcas comerciales o diseños, durante su empleo en la Compañía y dentro de un año a partir de la fecha de terminación o vencimiento de su empleo en Compañía, y proporcionará a la Compañía toda la información, materiales escritos y objetos relevantes. El empleado deberá ayudar a la Compañía a obtener, procesar y ejercer los derechos de propiedad intelectual relevantes y todos los demás intereses en dichos Productos de Trabajo en cualquier parte del mundo, a solicitud de la Compañía,

proporcionando toda la información necesaria o deseable y tomando todas las medidas necesarias o deseables, incluidas, entre otras, ejecutar todos los documentos necesarios, realizar solicitudes de patentes y presentar registros de marcas, diseños, etc.

13.3 Por el presente, el Empleado reconoce que todas las disposiciones de esta Cláusula 13 constituyen parte de los deberes u obligaciones del Empleado, y la Compañía ha considerado dichas obligaciones y deberes al determinar las remuneraciones del Empleado en virtud de este Contrato. Sujeto a los requisitos obligatorios de las leyes aplicables, el Empleado no requerirá ninguna compensación., pago, recompensa o bonificación del presente, y no cuestionará, solo o junto con otro, ni ayudará en ningún desafío a los derechos o intereses relevantes de la Compañía.

13.4 Por el presente, el Empleado nombra irrevocable e incondicionalmente a la Compañía como abogado del Empleado en nombre del Empleado y en nombre del Empleado para firmar, ejecutar o hacer cualquier instrumento o cosa y, en general, para usar el nombre del Empleado con el fin de brindarle a la Compañía (o a su representante) todos los beneficios. de lo dispuesto en esta Cláusula 13.

24. Aceptación y Reconocimiento

24.1. Por la presente, el Empleado reconoce que ha leído, comprendido y aceptado los términos y condiciones de empleo establecidas en este Contrato, las regulaciones, reglas y procedimientos de la Compañía.

EN FE DE LO CUAL, las Partes han ejecutado este Contrato en la fecha al inicio de este Contrato.

Firmado por: [Firma ilegible]

Fecha 9 enero 2019

En nombre de la empresa

Nombre de la persona que firma: Lorraine Milder

Título: Director de Recursos Humanos del Grupo

Firmado por: [Firma ilegible]

Fecha 4. 2. 19

Nombre del empleado Richard Leigh

CONTRACT OF EMPLOYMENT

PARTICULARS OF COMPANY AND EMPLOYEE

This Contract of Employment (this "Contract") is made

between

Conex Universal Limited ("Company") of Global House, 95 Vantage Point, The Pensnett Estate, Kingswinford, West Midlands, DY6 7FT.

and

Richard Leigh ("Employee") of ~~44 Fairview Road, Penn, Wolverhampton, West Midlands~~

Whereas, Company agrees to employ Employee and Employee agrees to serve the Company upon and subject to the terms and conditions of this Contract;

Therefore the Parties hereby agree as follows:

1. Commencement and Continuity; Probation

- 1.1 Employee's employment commenced on 9th July 2012 ("Commencement Date"). With effect from 1st January 2019 will take up the position as stated in clause 2.

2. Job Title

- 2.1 Employee's job title shall be Group Deputy Technical Manager.
- 2.2 Notwithstanding job description or anything else in this Contract, Employee acknowledges and agrees that Company may vary Employee's duties or assign to Employee other duties relevant to Employee's job or Company's business, that Company may change Employee's job title or position based on Company's production, operation or working requirements, or Employee's working capacities and performance, including but not limited to adjustment made to Employee's job description, work transfer at the same level, promotion and demotion, and

that Company may assign or second Employee to a third party to work for such third party provided that any such assignment or secondment shall not affect Employee's other rights and obligations under this Contract.

- 2.3 Notwithstanding anything in this Contract, Employee hereby acknowledges that it is one of his/her duties to strictly follow all Company's regulations, rules and procedures as may be approved and amended from time to time by the board of directors of Company, and a copy of such existing regulations, rules and procedures has been made available to Employee.

3. Place of Work

- 3.1 Employee's usual place of work shall be officebased working, attending the head office as required. During the term of this Contract, Company may change Employee's work place or location based on Company's production, operation, business or working requirements, or any adjustment made to Employee's duties or responsibilities, with or without any change to Employee's job title.
- 3.2 Employee shall, if required by Company for the proper performance of Employee's duties, travel overseas from time to time but shall not be required to reside permanently overseas. If Employee is required to work outside the United Kingdom for more than one month at a time, Company shall give Employee details of the specific terms and conditions of employment whilst working abroad.

4. Hours of Work

- 4.1 Employee's normal hours of work shall be a minimum of 37 per week.
- 4.2 Employee shall be required at all times to comply with regulations, rules and procedures for offices, factories and other premises laid down by Company from time to time and notified to Employee.
- 4.3 Notwithstanding Clause 4.1, due to the senior nature of Employee's position with Company and the autonomy Employee will need in order to structure Employee's working time and deliver the performance expected of Employee, Employee shall

be required to exercise professional judgment as to the hours Employee actually needs to work. In exercising such judgment, Employee shall provide proficient time management and set good standards to reflect on to more junior personnel. In any case, Employee shall work such hours as are necessary to carry out Employee's role to the reasonable satisfaction of Company.

- 4.4 Where Clause 4.3 is applicable, as a consequence of Employee's autonomy, Employee's working hours shall not be measured and Employee shall not be allotted normal weekly working time and as such, Employee's appointment fall outside the scope of any applicable working time regulations governing normal maximum weekly working hours.
- 4.5 Employee and Company agrees that the above Clause 4.4 is applicable in the Employee's case.

5. Holidays

- 5.1 The holiday year for the purpose of this Contract runs from January to December (inclusive).
- 5.2 Employee is entitled to the usual statutory holidays, together with twenty five annual days in each complete year of Employee's employment. All holidays must be taken at times convenient to Company. Employee shall be paid at the basic rate of salary as set out in Clause 6.1 as appropriate in respect of all holidays taken.
- 5.3 Holiday entitlement for each year of employment must be taken in that year and cannot be carried forward. Any outstanding entitlement at the end of the relevant year shall be deemed to have been waived by Employee or forfeited.
- 5.4 If Employee's employment commences or terminates part of the way through the holiday year, Employee's annual entitlement to holidays during that year will be assessed on a pro rata basis. Deductions from final salary due to Employee on termination of employment will be made in respect of any holidays taken in excess of entitlement.

6. Remuneration

- 6.1 Employee's basic salary is ~~£12,000~~ per annum ("Base Salary"),. Base Salary (less any appropriate deductions and withholdings) shall be paid in equal installments, by direct credit transfer to a domestic bank account in Employee's name as nominated by Employee, monthly in arrears on or about 15th day of each month.
- 6.2 Company may review Employee's Base Salary annually in January, but shall be under no obligation to increase Employee's Base Salary.
- 6.4 Employee hereby authorizes Company to make any lawful deductions or withholding including, without limitation, deductions or withholdings on account of income tax or national insurance contributions (or equivalent income tax or social security contributions under the laws of any relevant jurisdiction) to Employee's Base Salary or other payments due to Employee at any time. Employee hereby further authorizes Company to deduct from Employee's Base Salary or other payments due to Employee any money which Employee owes Company at any time.

7. Expenses

- 7.1 Company will reimburse Employee for all reasonable expenses (including any value added tax or equivalent chargeable thereon) incurred by Employee in the performance of Employee's duties under this Contract, provided that the expenses are incurred with the approval of Company or a representative of Company's shareholder, and provided further that Employee shall produce such evidence of expenditure as Company or such shareholder representative may reasonably require.

8. Car

- 8.1 Employee shall receive a monthly car Company allowance of £400.

9. Pension

- 9.1 Following completion of the probationary period the Company shall make an annual contribution equal to 5% of Employee's Base Salary paid in equal monthly installments. The pension plan will be nominated by the Employer.
- 9.2 Employee must contribute a minimum of 5% of Base Salary to the personal pension plan nominated by the Employer.

10. Sickness Absence

- 10.1 If Employee is absent from work for any reason Employee must notify the CEO or HR Director as soon as possible on the first day of absence. In the case of illness or other cause incapacitating Employee from attending to Employee's duties (such illness or other cause being hereinafter referred to as the "incapacity"), a qualified doctor's certificate must be obtained for any period of incapacity due to sickness or injury of more than seven days (including weekends) and a further certificate in respect of any further period of incapacity of seven days. In all cases a self-certification form must be completed on Employee's return to work. Employee's qualifying days for statutory sick pay purposes are Monday to Friday.
- 10.2 If Employee is absent from work due to sickness or injury and complies with the requirements in Clause 10.1 regarding notification Employee will be paid for up to a maximum period of 4 week full pay and 4 weeks half pay for service up to 1 year, 8 weeks full pay and 8 weeks half pay for service up to 2 years, 12 weeks full pay and 12 weeks half pay for service over two years and 16 weeks full pay and 16 weeks half pay for service over 5 years. Social security benefits must be claimed where appropriate and any benefits received must be declared to Company. Company reserves the right to deduct an amount equivalent to any benefits due to Employee from any salary paid to Employee while absent through illness or injury.
- 10.3 If Employee is unable to perform Employee's duties by reason of sickness or injury for a consecutive period exceeding two weeks or an accumulated period exceeding four weeks in any twelve (12) month period, Employee hereby agrees that Company may require Employee go to any independent medical examination at Company's choice and rely on such examination results.

- 10.4 If Employee is unable to perform Employee's duties by reason of sickness or injury for a consecutive period of 6 months or more or an accumulated period of 6 months or more in any twelve (12) month period, Company shall be entitled to terminate Employee's employment upon written notice of not less than 3 months.

11. Grievance and Disciplinary Procedure

- 11.1 If Employee wishes to seek redress of any grievance relating to Employee's employment Employee should, in the first instance discuss the matter with Employee's supervisor. For further details on the Company's grievance procedure, Employee shall refer to Company's Staff Handbook, a copy of which the Employee has access to via the company intranet.

- 11.2 Employee hereby acknowledges that Company has a disciplinary procedure, as described in the said Company's Staff Handbook. Employee hereby acknowledges that Company, among others, shall have the right to dismiss Employee instantly, without notice and payment, in circumstances amounting to gross misconduct by Employee. A gross misconduct by Employee includes, without limitation, the following circumstances:

(a) where Employee is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed); or

(b) where Employee is involved in bribery, corruptive practice, money-laundering or otherwise puts Company in disrepute; or

(c) where Employee refuses duly assigned work by Company, or repeatedly breaches Company's regulations, rules and procedures; or

(d) where Employee becomes prohibited by law from being in the position Employee is holding in Company; or

(e) where Employee has seriously or repeatedly breached any material terms or conditions of this Contract; or

(f) where Employee is found guilty of any other gross default or misconduct in connection with or affecting the business of

Company or any third party to which Employee is required to render services hereunder.

12. Confidentiality

- 12.1 Confidential Information shall mean any and all information which is by its nature or considered by Company as confidential or proprietary, including without limitation, computer programs, code, algorithms, know-how, methods, processes, ideas, formulas, compositions, systems, techniques, inventions (whether patentable or not), graphics, drawings, photographs, forecasts, business strategies, product development plans, specifications, samples, training materials, models, designs, magnetic media, documents, instructions, schematic circuits, production processes, works, projects, tables, lists of customers and potential customers, price data, sources of goods supply, financial data, marketing, production or business systems or plans, and other technical, financial, business and corporate information, whether or not disclosed by Company to Employee or obtained by Employee during Employee's employment at Company, and whether or not marked with "confidential", "business proprietary", "secret", "business secrets", "limited", "proprietary" or similar categorization.
- 12.2 All Confidential Information shall remain at all times the property of Company (or a relevant third party), and Employee on no grounds will acquire any property, license or other right in any Confidential Information except a limited right to use for the purpose of performing in good faith Employee's duties at Company.
- 12.3 Unless preauthorized in writing by Company, Employee shall
- (a) strictly abide by all written or non-written Company's confidentiality practices and rules;
 - (b) refrain from accessing or acquiring Confidential Information which is not relevant to the good faith performance of Employee's duties at Company;
 - (c) not use Confidential Information for any purposes other than the purpose of performing in good faith Employee's duties at Company;

(d) not disclose Confidential Information to any third party (including any Company's employee who is not relevant to the good faith performance of Employee's duties at Company;

(e) take most prudent, stringent measures to prevent inadvertent dissemination, publication or disclosure of Confidential Information Employee receives or controls;

(f) prevent any others (including any other Company's employee who is not relevant to the good faith performance of Employee's duties at Company from accessing or using Confidential Information Employee receives or controls;

(g) not copy any Confidential Information except as necessitated for the good faith performance of Employee's duties at Company;

(h) reproduce proprietary rights notices, warnings and confidentiality marks on any such authorized copies, in the same manner in which such notices, warnings and marks were set forth in or on the original;

(i) not reverse engineer, disassemble or decompile any prototype, software or other tangible object that embodies Confidential Information;

(j) not carry any Confidential Information out of Company's premises except as necessitated by the good faith performance of Employee's duties at Company;

(k) return to Company all documents, materials, notes, photos, videos, memory devices and other media which may contain Confidential Information forthwith, at the time of termination of Employee's employment at Company (and assist Company to permanently delete or clean all Confidential Information contained in the media in case that such media are valuable personal property of Employee's); and

(l) notify Company immediately upon the occurrence of any unauthorized release, disclosure or other breach or upon presence of threat of such occurrence, and promptly take rescuing measures in accordance with Company's instructions.

12.4 Employee shall be obligated to protect Confidential Information for the term of Employee's employment at Company, and any

time after the termination of Employee's employment at Company. Employee's confidentiality obligations as set out in this Clause 12 shall survive any termination or expiration of this Contract or Employee's employment at Company. Employee hereby acknowledges that Company has taken into consideration Employee's confidentiality obligations during and after Employee's employment at Company in determining remuneration for Employee, and therefore, will not need to pay a further consideration for Employee's confidentiality obligations.

- 12.5 By signing this Contract Employee agrees that Company may use information about Employee which Employee may provide to Company or which Company may acquire during the course of Employee's employment provided such use is in accordance with the applicable law the Data Protection Act 1998, UK. Employee also agrees that information held by Company about Employee may be transferred to any third party located within or outside the United Kingdom.
- 12.6 Employee acknowledges that during Employee's employment at Company, Employee may have access to confidential information received by Company from a third party under a non-disclosure agreement ("Third Party Confidential Information"). Employee agrees that all Employees' confidentiality obligations in this Clause 12 shall apply to such Third Party Confidential Information. If Employee discloses any Third Party Confidential Information and exposes Company to any liability, Employee shall hold harmless and fully indemnify Company.
- 12.7 Employee undertakes that during Employee's employment at Company, Employee will not use or disclose any Confidential Information of any former employer or any other person to whom Employee has an obligation of confidentiality, and will not bring onto the premises of Company any such information. Employee shall use in the performance of Employee's duties only information which is publicly available, his/her own professional training and experience, and information provided or developed by Company, and shall not perform his/her duties in a way which could infringe any intellectual property right of any third party. If Employee is in breach of this clause and causes any third party to allege infringement by Company, Employee must hold harmless and fully indemnify Company for any liability or loss Company may suffer (including without

limitation reasonable attorney fees and litigation costs). In such event, Company shall have a right to offset any loss it suffered by deducting an equivalent amount from any monies payable to Employee.

- 12.8 Employee acknowledges and agrees that due to the unique nature of Company's Confidential Information, there will be no adequate remedy at law for any breach of Employee's confidentiality obligations, and any such breach will cause imminent, irreparable harm to Company by allowing Employee or a third party to unfairly or unlawfully compete with or benefit from Company. Employee hereby agrees that upon any such breach or any threat thereof, Company shall be entitled to seek appropriate equitable reliefs, including but not limited to injunctive reliefs, at any court of competent jurisdiction, in addition to whatever remedies it may have at law. Employee hereby further agrees that Company shall be entitled to seek temporary and permanent injunctive reliefs preventing Employee from entering into an employment which will inevitably involve actual or threatened disclosure, use or misappropriation of Confidential Information defined in this Clause 12.

13. Intellectual Property

- 13.1 Any inventions, discoveries, ideas, concepts, designs, drawings, works, research results, computer software, improvements, know-how, business proprietary information, and/or other work products made by Employee (whether solely or together with others), during the term of Employee's employment at Company, as a result of the performance of Employee's duties or the use of Company's physical, technical equipments, business information, work time or other facilities, or any work products made by Employee, within one year from the date of termination or expiration of Employee's employment at Company, which relate to Employee's duties at or assignments by Company (together all such work products are hereinafter called "Work Products"), shall be deemed to be works made for hire and belong solely to Company. Subject only to the mandatory rules of the applicable law, Company shall have all rights in relation to the title to and the intellectual property in such Work Products, including without limitation to the rights to freely employ such Work Products, manufacture relevant products, operate relevant business and transfer to any third party(ies), and the

rights to decide on whether to apply for patent on an invention or keep it as a trade secret.

- 13.2 Employee shall immediately disclose to Company any and all Work Products, whether or not patentable, copyrightable, or registerable as trademarks or designs, during his/her employment at Company and within one year from the date of termination or expiration of his/her employment at Company, and shall provide Company with all relevant information, written materials and objects. Employee shall assist Company in obtaining, prosecuting and exercising relevant intellectual property rights and all other interests in such Work Products anywhere in the world, at Company's request, by providing all necessary or desirable information and taking all necessary or desirable measures, including without limitation, executing all necessary documents, making applications for patents and filing registrations for trademarks, designs etc.
- 13.3 Employee hereby acknowledges that all provisions in this Clause 13 constitute part of Employee's duties or obligations, and Company has considered such obligations and duties in determining remunerations for Employee under this Contract. Subject to any mandatory requirements of the applicable laws, Employee shall not require any compensation, payment, reward or bonus hereof, and shall not challenge, alone or jointly with another, or assist in any challenge to relevant Company's rights or interests.
- 13.4 Employee hereby irrevocably and unconditionally appoints Company to be Employee's attorney in Employee's name and on Employee's behalf to sign, execute or do any such instrument or thing and generally to use Employee's name for the purpose of giving to Company (or its nominee) the full benefits of the provisions of this Clause 13.

14. Restrictions; Restrictive Covenants

- 14.1 Employee undertakes that, during Employee's employment at Company, Employee will not be directly or indirectly employed, engaged, concerned or interested in any other business or undertaking, or in any activity which Company considers may be, or that may become harmful to the interests of Company or of any company in the Company's group or which might

reasonably be considered to interfere with Employee's performance or duties under this Contract. Employee further undertakes that, during his/her employment at Company, Employee will refrain from any business or conduct that would contradict the purpose of Company in hiring Employee for the work, and unless preauthorized by Company in writing, will refrain from any work or conduct that would likely affect his/her work at Company or result in conflict of interests, including without limitation, holding a position, providing a service or starting work at any other person, firm, company or organization.

- 14.2 Employee hereby covenants that during the period of his/her employment at Company and for a period of three (3) months from the date of termination of his/her employment at Company, without a prior written consent of Company signed by a director duly authorized by a resolution of the board of directors of Company, Employee will not, directly or indirectly, work at, consult with, provide services for or hold a position at any profit-making organization which produces like products or provides like services or otherwise competes with Company or any company in the Company's group in business, and will not, directly or indirectly, carry on any business which is competitive with the business of Company or any company in the Company's group on his/her own behalf or by his/her agent or in conjunction with or on behalf of any person, firm, company or organization.
- 14.3 Employee hereby covenants that during the period of his/her employment at Company and for a period of six (6) months from the date of termination of his/her employment at Company, Employee will not, directly or indirectly, solicit, persuade, threaten, direct, induce, entice away, hire, employ, offer to employ, procure employment for or otherwise cause any employee or any person of Company or a company in the Company's group to cease working for or leave Company or a company in the Company's group, whether or not such person or employee would commit any breach of his/her contract of employment or engagement by reason of leaving the services or ceasing to provide services to Company or the Company's group.
- 14.4 Employee hereby covenants that during the period of his/her employment at Company and for a period of six (6) months from

the date of termination of his/her employment at Company, Employee will not, directly or indirectly:

(a) solicit, snatch or thwart any customer, supplier or business of Company or a company in the Company's group; or

(b) persuade, direct, induce, entice away, or otherwise cause any such customer or supplier to cease dealing with or leave Company or any company in the Company's group whether or not such customer or supplier would commit any breach of its contract or engagement by reason of such ceasing or leaving; or

(c) seek or procure orders from or do business with any person, firm, company or organization who was at anytime during the six (6) months immediately preceding such cessation a customer of Company or any company in the Company's group; or

(d) deal or contract for a relevant business with any person, firm, company or organization who was at any time during such preceding period an employee in a senior position, a customer or a supplier of Company or any company in the Company's group, whether or not such person, firm, company or organization would commit any breach of his/her/its contract by reason of leaving or ceasing to deal with Company or any company in the Company's group; or

(e) endeavour to influence in any way the relationship between Company or any company in the Company's group and any such person, firm, company or organization, with whom Employee was during such preceding period directly concerned or connected or of whom or which Employee had personal knowledge.

14.5 Any benefit given or deemed to be given by Employee to Company or any company in the Company's group under the terms of this Clause 14 is received or held on trust by Company for the relevant entity. Employee will enter into appropriate restrictions or restrictive covenants directly with other companies in the Company's group forthwith if asked to do so by Company.

14.6 If Employee receives an offer to be involved in a business concerned in any capacity during Employee's employment with Company, or prior to the expiry of the last of the covenants in

this Clause 14, Employee shall give the person making the offer a copy of this Clause 14 and inform Company of the identity of that person or entity as soon as possible and before accepting the offer.

- 14.7 Employee hereby acknowledges and agrees that Company has considered all the restrictions and restrictive covenants provided for in this Clause 14 when determining remunerations for Employee, and Company will not need to pay any further consideration for Employee's performance of all such restrictions and restrictive covenants. Employee hereby acknowledges that Employee has had the opportunity to obtain independent legal advice on all such restrictions or restrictive covenants. Employee further acknowledges and agrees that all such restrictions and restrictive covenants are separate and severable, and are considered by both Parties to be reasonable in all circumstances. If any restriction or restrictive covenant is found to be illegal, invalid or unenforceable, such finding shall not affect or impair the legality, validity and enforceability of any of the other restrictions and restrictive covenants.

15. Notice of Termination

- 15.1 Both parties will be entitled to 3 months prior written notice to terminate the contract.
- 15.2 Company reserves the right to make a payment to Employee upon termination of Employee's employment in lieu of notice. Such payment shall be calculated by Employee's Base Salary and shall be subject to all appropriate deductions and withholdings.
- 15.3 Company may terminate Employee's employment by notice in writing, but with immediate effect, if Employee shall have committed a serious breach or (after a warning in writing) any repeated or any continued material breach of Employee's obligations to Company or shall have been guilty of any act of dishonesty or any serious or gross misconduct.
- 15.4 All payments made pursuant to this Clause 15 shall be subject to deductions or withholdings for income tax and national

insurance contributions, and other deductions Company may make, as appropriate.

16. Summary Termination

Employee's employment and this Contract shall be subject to immediate termination by Company without notice and/or payment in lieu of notice:

- (a) If Employee is guilty of any gross default or misconduct in connection with or affecting the business of Company or any third party to which Employee is required to render services hereunder; or
- (b) In the event of any serious or repeated breach or non-observance by Employee of any of the terms of this Contract; or
- (c) If Employee becomes bankrupt or insolvent or make any composition or enter into any deed of arrangement with Employee's creditors; or
- (d) If Employee is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed); or
- (e) If Employee is involved in bribery, corruptive practice, money-laundering or otherwise puts Company in disrepute; or
- (f) If Employee refuses duly assigned work by Company, or repeatedly breaches Company's regulations, rules and procedures; or
- (g) If Employee becomes of unsound mind or a patient within the meaning of any statute relating to mental health; or
- (h) If Employee resigns otherwise than at the request of the Company; or
- (i) If Employee becomes prohibited by law from being in a position Employee is holding in Company.

17. Garden Leave

17.1 At any time during the whole or any part of Employee's notice period as stated in Clauses 15, following service of notice of termination by either Party, for whatever reason, Company may require Employee to comply with any or all of the following provisions (the "Garden Leave Period"):

(a) not to enter or attend the premises of Company or any company in the Company's group;

(b) not to contact or have any communication with clients, directors, employees, customers, agents or representatives of Company or any company in the Company's group;

(c) not to carry out Employee's duties under this Contract, or be employed or engaged in the conduct of any activity for Company or any company in the Company's group or any third party of a business nature;

(d) remain an employee of Company and bound by the terms of this Contract;

(e) (except during any periods taken as holidays in the usual way) ensure that Company knows how Employee can be contacted during each working day.

17.2 During any Garden Leave Period Company shall be under no obligation to provide any work to, or vest any powers in Employee and Employee shall have no right to perform any services or duties for Company or a company in the Company's group or any third party.

17.3 Save as otherwise stated in this Contract, Employee will be entitled to receive Employee's Base Salary and all contractual benefits during any Garden Leave Period. All duties of Employee's employment (express and implied) will continue, including without limitation Employee's obligations of confidentiality, duties of fidelity, good faith and exclusive services.

17.4 At the end of the Garden Leave Period Company may at its sole and absolute discretion pay Employee Base Salary only in lieu of any unexpired period of notice, if any.

18. Effect of Termination

18.1 Upon the termination howsoever of his/her employment or this Contract Employee shall:

(a) at any time or from time to time thereafter upon the request of Company resign without claim for compensation from office as a director, officer, and/or employee of Company and such offices held by him/her in any companies in the Company's group as may be so requested and in the event of his/her failure to do so forthwith upon request Company is hereby irrevocably authorized to appoint any person in his/her name and on his/her behalf to sign and deliver such resignation or resignations to Company and to each of the companies in the Company's group of which Employee is at the material time a director, officer and/or employee;

(b) without the prior written consent of Company not at any time thereafter represent himself/herself still to be connected with Company or any of the companies in the Company's group or any of their businesses; and

(c) deliver to Company all correspondences, documents, drawings, papers, documents, materials and all other property (tangible such as cell phones and laptops, if any, or intangibles such as information stored in electronic form) belonging to Company or any of the companies in the Company's group which may be in Employee's possession or under his/her control and may relate in any way to the business or affairs of Company or any of the companies in the Company's group or of any supplier, agent, distributor or customer of Company or any of the companies in the Company's group, and Employee shall not without the prior consent of Company retain any copies or any portion thereof. Employee acknowledges that Company also has the right to request Employee deliver all such Company property forthwith at any time during the employment of Employee at Company.

18.2 If Employee terminates this Contract or resigns from his/her employment within nine months from the Commencement Date, Company shall have the right to recover from Employee any training costs incurred for Employee, whether or not Employee actually attended the relevant training courses. This Clause

18.2 shall be deemed to be a separate, severable agreement between the Parties and shall be enforceable independently from this Contract.

- 18.3 On termination of Employee's employment or this Contract howsoever arising Employee shall not be entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long-term incentive plan or other profit sharing scheme operated by Company or any company in the Company's group in which Employee may have participated save as otherwise expressly provided in the relevant scheme.
- 18.4 If before the expiration of this Contract the employment of Employee hereunder shall be terminated by reason of the liquidation of Company for the purpose of restructuring, reorganization or amalgamation and Employee shall be offered employment with any business or undertaking resulting from such restructuring, reorganization or amalgamation for a period not less than the unexpired term of this Contract, then Employee shall have no claim against Company in respect of the termination of his/her employment hereunder by reason of such liquidation.
- 18.5 Clauses 12, 13, 14, 15, 18, 19, 20, 22, 23, and 24 shall survive the termination of this Contract or the employment of Employee.

19. Conditions Precedent

- 19.1 Employee warrants that Employee is legally entitled to work for Company in the United Kingdom and will throughout Employee's employment continue to hold a valid UK work permit/sponsorship licence if appropriate.
- 19.2 Should Company discover that Employee does not have permission to live and work in the UK or if any such permission is invalid or revoked, Company reserves the right to terminate Employee's employment immediately and without notice and/or pay in lieu of notice and without referring any warnings or other disciplinary procedures.

20 Collective Agreements

There are no collective agreements in force which directly affect the terms and conditions of employment under this Contract.

21 Notices

Any notice hereunder shall be given by either Party to the other by personal delivery or by recorded delivery first class mail at (in the case of Company) its registered office for the time being and (in the case of Employee) his/her address in the United Kingdom last known to Company. Any such notice shall in the case of personal delivery be deemed to have been served at the time of the delivery and in the case of posting at the expiration of 17:00 hours after it has been placed in the post and in proving such service by post it shall be sufficient to prove that the envelope containing the same was properly addressed and mailed as a pre-paid recorded delivery first class letter.

22 Governing Law and Dispute Settlement

This Contract is governed by and shall be construed in accordance with the laws of England and Wales. Company and Employee hereby submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising in connection with this Contract.

23 General

- 23.1 This Contract (including all its exhibits), together with the offer letter accompanying this Contract, the Staff Handbook that is delivered to Employee pursuant hereto and may be changed from time to time, and all Company regulations, rules and procedures referred to in this Contract, constitute the entire agreement between the Parties with respect to Employee's employment at Company, and supersede all prior or contemporaneous agreements and understandings, oral or written, between the Parties with respect to the subject matter hereof. In case of inconsistency between this Contract, the accompanying offer letter and other documents, this Contract shall prevail.
- 23.2 This Contract may be amended only by written agreement executed by the Parties hereto. Failure or delay of either Party at any time to require performance by the other Party of any provision hereof shall not be deemed to be a waiver or continuing waiver of that provision, or a waiver of its rights

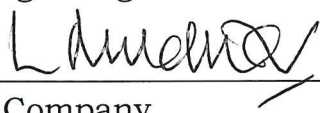
under any other provision of this Contract, regardless of whether such provision is of the same or a similar nature.

- 23.3 If any provision of this Contract is illegal, invalid or unenforceable, the legality, validity, or enforceability of the remaining provisions of this Agreement shall not be impaired or affected. If the provision found to be illegal, invalid or unenforceable for violation of a value or time mandatorily required by the applicable law, such value or time shall be deemed to have been automatically modified to the lowest standard mandatorily required by the applicable law in order to make the provision effective.

24 Acceptance and Acknowledgement

- 24.1 Employee hereby acknowledges that Employee has read, understand and accept the terms and conditions of employment as stated in this Contract, the Company's regulations, rules and procedures.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date at the beginning of this Contract.

Signed by:  Date 9th January 2019
On behalf of Company
Name of the Signing Person: Lorraine Mildner
Title: Group HR Director

Signed by:  Date 4.2.19
Name of Employee: Richard Leigh