PRIVATE AND CONFIDENTIAL

DATED 30th November 2017

TURNER BIDCO LIMITED (1)

And

Tom Hargreaves (2)

SERVICE AGREEMENT

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DATE OF SERVICE AGREEMENT: 30th November 2017

PARTIES

(1) **TURNER BIDCO LIMITED** (company number: 8968359) whose registered office is at The Harlequin Building, 65 Southwark Street, London, SE1 0HR (the "**Company**"); and

(2) **Tom Hargreaves** of Camerons Cottage, Hinton Hatch, Twyford, Berkshire, RG100LT. (the "**Executive**").

THE PARTIES AGREE as follows:-

1 DEFINITIONS

1.1 In this agreement the following words and expressions shall have the following meanings:-

"the Act"	means the Employment Rights Act 1996
"Associated Company"	means a company or undertaking (which is not a Subsidiary or Holding Company of the Company or of a Group Company) of which more than 20 per cent of the Equity Share Capital is for the time being owned by the Company or a Group Company or which for the time being owns more than 20 per cent of the Equity Share Capital of the Company or a Group Company
"Board"	means the Board of Directors of the Company from time to time
"Civil Partner"	means a person who has entered into a civil partnership under the Civil Partnership Act 2004
"Employment"	means the employment of the Executive under this agreement or, where the context so requires, the duration of the employment of the Executive under this agreement
"Equity Share Capital"	has the meaning given to it in section 548 of the Companies Act 2006
"Group"	means (a) the Company; (b) any Holding Company for the time being of the Company; (c) any Subsidiary for the time being of the Company or of the Company's Holding Company; (d) any Associated Company; and (e) any other company or body corporate or other form of business entity the name of which is notified in writing to the Executive by the Company as being a

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member of the Group

"Group Company"	means any member of the Group, other than the Company, from time to time
"Holding Company" and "Subsidiary"	each have the meanings given to them respectively in section 1159 of the Companies Act 2006
"Intellectual Property Rights"	means trademarks, service marks, logos, get-up, trade dress, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the World
"Invention"	means any invention, discovery or improvement including (without limitation) any know how, design, image, process, plan, drawing, formula, computer programme, software (including source code and object code), system or specification which in any way affects or relates to the business of the Company or any Group Company (including without limitation any current, potential or future product, service, process, equipment, system or activity of the Company or any Group Company) whether or not now, or at any future time, capable of being the subject of patent protection (whether in the United Kingdom or in any other territory in the World)
"Material"	means any and all written, audio and/or visual work, any know-how, show-how, information, technique, invention, design, drawing, specification, component list, manual, instruction, catalogue, image, photograph, plan, formula, computer program, software or system, record, document, compilation or database which in any way affects or relates to the business of the Company or any Group Company (including without limitation any current, potential or future product, service, process, equipment, system or activity of the Company or any Group Company)
"Minority Holder"	means a person who, whether solely or jointly, holds or is beneficially interested in the shares or securities of any company quoted on any Recognised Investment Exchange provided that such holding or interest does not exceed 3 per cent of any single class of such shares or securities. In calculating whether a person is a Minority Holder there shall be aggregated with any shares or securities held by him or to which he is beneficially entitled any shares or securities of the same class which his spouse or Civil Partner or any dependent child holds or is beneficially entitled to
"Person"	includes any natural or legal person and any unincorporated firm, undertaking or similar body

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"Remuneration Committee"	means any committee of the Board, set up to determine executive remuneration as appointed by the Board from time to time
"State Pensionable Age"	is the state pensionable age determined in accordance with the rules in paragraph 1 of Schedule 4 to the Pensions Act 1995
"Working Time"	has the meaning given to it in Regulation 2 of the Working Time Regulations 1998

1.2 The headings in this agreement are for convenience only and shall not affect its interpretation or construction.

1.3 A reference to any statutory or legislative provision includes a reference to that provision as modified, replaced, amended and/or re-enacted from time to time.

1.4 Any reference to the Executive shall, if appropriate, include his personal representatives.

1.5 Words importing one gender include the other gender.

1.6 Any reference in this agreement to a clause or sub-clause is to the relevant clause or sub-clause of this agreement.

1.7 The Schedule to this agreement form an integral part of this agreement and any reference to this agreement includes a reference to such Schedule.

1.8 This agreement includes the written statement of particulars of employment which the Company is required to give the Executive under section 1 of the Act and therefore no separate written statement will be provided.

2 EMPLOYMENT

The Company shall employ the Executive and the Executive agrees to act as Group Chief Financial Officer of the Company or in such capacity of a like status as the Board shall from time to time reasonably require on the terms set out in this agreement.

3 CONDITIONS OF THE APPOINTMENT

3.1 This employment is conditional on the satisfaction of the following conditions and, if it is begun before all or any of those conditions are satisfied, may be terminated without notice if they are not satisfied within such reasonable time thereafter as the Company may at its discretion determine:

(a) the Company obtaining references satisfactory to it; and

(b) the Executive producing upon request any documentation requested by the Company for the purposes of establishing his right to work in the UK.

3.2 The Executive acknowledges and warrants as follows:

(a) that by entering into this agreement and fulfilling his obligations under it, he is not in breach of any obligation to any third party;

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(b) that he will not bring or use in the course of his employment with the Company any trade secrets or confidential information belonging to his previous employers or to any third party without their prior written consent; and

(c) that he has, prior to entry into this agreement, disclosed to the Company in writing all previous convictions other than spent convictions.

4 TERM OF EMPLOYMENT

The Employment shall begin on 4th January 2018 and no previous employment counts as part of the Executive's period of continuous employment.

4.1 Subject to clause 15 (Termination of Employment) the Employment shall be subject to termination by either party giving to the other 6 months' prior notice in writing, except during the initial 6 months' probationary period, during this time the notice will align to 1 month either side.

4.2 **Garden Leave**

Without prejudice to the provisions of clauses 15.2 (payment in lieu of notice) and 15.1 (summary dismissal), the Company may, require the Executive to cease performing his job for such period or periods of the Employment as the Company shall in its absolute discretion determine. During any such period of garden leave:-

(a) the Company shall continue to pay the Salary and shall provide all benefits to which he is entitled under this agreement and he will continue to accrue holiday;

(b) without prejudice to the Company's rights under clause 5.3 (performance of alternative duties) the Company shall be under no obligation to provide any work for the Executive and shall be entitled to appoint any other person or persons to perform the Executive's duties under this agreement whether on a temporary or a permanent basis;

(c) the Company may forbid the Executive to enter any Group premises or to contact any employees, officers, customers, clients, agents or suppliers of the Group without its prior consent;

(d) the Executive shall, at the request of the Board, immediately deliver to the Company all or any property in his possession or control which belongs to the Company or any Group Company or which relates to the business of the Company or any Group Company save that the Executive shall not be required to return her Company car until the termination of the Employment;

(e) the Executive shall keep the Board informed of his whereabouts so that he can be called upon to perform any appropriate duties as required by the Board, except when he is on holiday; and

(f) for the avoidance of doubt the Executive shall continue to be bound by all the Executive's obligations under this agreement insofar as they are compatible with the Executive being on garden leave including, without limit, the Executive's duty of good faith and the Executive's duties under clause 5.6 (Executive not to be employed in any other business).

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5 DUTIES OF THE EXECUTIVE

5.1 The Executive shall, in his capacity as Group Chief Financial Officer of the Company, be responsible to the Board.

5.2 The Executive accepts that without being entitled to further remuneration:-

(a) the Company may at its reasonable discretion require him to perform duties for any Group Company whether for the whole or part of his Working Time, and whether or not by way of a formal secondment; and

(b) the Company may at its reasonable discretion require him to act as an officer of the Company or any Group Company or hold any other appointment or office as nominee or representative of the Company or any Group Company.

5.3 The Executive accepts that the Company may at its reasonable discretion require him to perform other duties or tasks not within the scope of his normal duties and the Executive agrees to perform those duties or undertake those tasks as if they were specifically required under this agreement.

5.4 During the Employment the Executive shall at all times:-

(a) use his best endeavours to promote the success, interests and reputation of the Group giving at all times the full benefit of his knowledge, experience, expertise and skill;

(b) faithfully and diligently and to the best of his ability exercise such powers and perform such duties in relation to the business of the Group as the Board may from time to time require;

(c) comply with duties under Part 10 of the Companies Act 2006;

(d) keep the Board promptly and fully informed (in writing if so required by the Board) of his conduct of the business of the Company and any Group Company and provide the Board with all information regarding the affairs of the Company and any Group Company and his conduct in relation thereto as it shall require;

(e) conform to the instructions or directions of the Board and implement and apply the policy of the Company as determined by the Board from time to time;

(f) refrain from making any false or misleading statements about the Company or any Group Company;

(g) refrain from entering into any arrangement on behalf of the Company or any Group Company which is outside its normal course of business or his normal duties or which contains unusual or onerous terms.

5.5 The Company may from time to time appoint any other person or persons to act jointly with the Executive to perform the duties of the Executive under this agreement.

5.6 The Executive shall not during the Employment without the prior written consent of the Board be directly or indirectly employed, engaged, concerned or interested, whether as a director, employee, sub-contractor, partner, consultant, proprietor, agent or otherwise, in any other business, undertaking or occupation or the setting up of any other business,

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undertaking or occupation, or accept any other engagement or public office but the Executive may nevertheless be or become a Minority Holder provided that the Executive discloses this to the Company.

5.7 The Executive shall not during the Employment knowingly or willingly do or cause or permit to be done anything which is calculated or may tend to prejudice or injure the interests of the Company or any Group Company and if during the Employment the Executive shall learn of any act or omission by any other person whether or not employed by the Company or any Group Company which is calculated or may tend to prejudice or injure the interests of the Company or any Group Company he shall promptly report it to the Board giving all necessary particulars, irrespective of whether this may involve some degree of self-incrimination. This shall include without limit any behaviour by any current or former officer or employee of the Company or any Group Company which could reasonably be construed as an attempt to entice the Executive or any other employee of the Company or any Group Company to leave the employment of the Company or any Group Company.

5.8 The Executive shall at all times comply with the Company's anti-bribery and corruption policy and shall not instruct, authorise or condone, expressly or impliedly, any corrupt activity. The Executive shall promptly report any breach or suspected breach of these policies, using the Company's whistleblowing procedures for this purpose. The Executive shall cooperate fully with the Company in its investigation of any suspected bribery or corruption of which he becomes aware and, in accordance with any existing or revised company policy, he shall take reasonable preventative measures to stop bribery or corruption for which the Company may be liable. Copies of the Company's anti-bribery and corruption policy are available on the Company's intranet.

5.9 The Executive shall hold any office in the Company and any Group Company subject to the Articles of Association as amended from time to time. If the provisions of this agreement conflict with the Articles of Association, the Articles of Association will prevail.

6 HOURS OF WORK

6.1 Subject to the performance of any activities permitted by the Board under clause 5.6 the Executive shall devote the whole of his working time and attention to the service of the Group except during holidays and any periods of absence due to illness or injury.

6.2 The normal business hours of the Company are 9:30am to 5:30pm Monday to Friday inclusive with a daily lunch break of 60 minutes and shall apply to the Executive provided that the Executive shall be obliged to work such further hours as may be necessary for the proper discharge of his duties and shall not be entitled to receive any additional remuneration for work outside normal business hours.

6.3 The Executive acknowledges that the limit in Regulation 4(1) of The Working Time Regulations 1998 shall not apply to him and accordingly agrees that his Working Time (including overtime) may exceed an average of 48 hours for each 7 day period in the Reference Period whenever necessary for the proper discharge of his duties or in any event as may be required by the Company.

6.4 The Executive agrees that he will comply with all policies or requirements of the Company from time to time in force, in relation to the recording of Working Time.

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7 PLACE OF WORK

7.1 The Executive will work at the principal office of the Company in London or anywhere else required by the Board for the proper performance of his powers and duties under this agreement. The Executive will be given reasonable notice of any change in his place of work.

7.2 For the purpose of performing his duties, the Executive shall undertake such journeys in the United Kingdom and elsewhere as the Board shall reasonably require. Travelling and other expenses shall be reimbursed in accordance with clause9.

8 SALARY AND BONUS

8.1 During the Employment the Company shall pay to the Executive a basic salary at the rate of £195,000 per year which shall accrue from day to day and be payable by equal monthly instalments in arrears on or about the last day of each month (the **"Salary"**). The Salary shall be deemed to include any fees or other remuneration receivable by the Executive as a Director of the Company or any Group Company or in respect of any other company or unincorporated body in which he holds office or any other appointment as nominee or representative of the Company or any Group Company.

8.2 The Salary shall be reviewed by the Board in October each year without any undertaking by the Company that the Executive's salary will be automatically increased.

8.3 During the Employment the Executive shall be entitled to participate in any Executive bonus scheme introduced by the Remuneration Committee, subject always to the rules of any such scheme in force from time to time as the Remuneration Committee may in its sole discretion decide. For the avoidance of doubt it is agreed that the Executive shall have no contractual right to any bonus payment under this clause.

8.4 For the purposes of sections 13 to 16 of the Act, the Executive hereby consents to the deduction from the Salary (or from any other sum due from the Company or any Group Company to the Executive which falls within the definition of **"Wages"** in section 27 of the Act) of any sums owing by the Executive to the Company or to any Group Company at any time and he also agrees to make payment to the Company or any Group Company of any sums owed by him to the Company or any Group Company upon demand by the Company at any time. This sub-clause is without prejudice to the right of the Company and any Group Company to recover any sums or balance of sums owed by the Executive to the Company and any such Group Company by legal proceedings.

9 EXPENSES

9.1 The Company shall refund to the Executive all reasonable expenses properly incurred by him in performing his duties under this agreement, provided that these are incurred in accordance with Company policy from time to time. The Company will require the Executive to produce receipts or other documents as proof that he has incurred any expenses he claims.

9.2 If the Company provides the Executive with any credit or charge card the Executive shall use such card solely for those expenses referred to in clause 9.1 and he shall immediately return any such card to the Company whenever so required by the Board, and in any event in accordance with the provisions of clause 4.2 (garden leave), clause 15 (termination of employment) and clause 16.1(c) (suspension from employment) where applicable.

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10 PENSION AND LIFE ASSURANCE

10.1 The Company shall only pay pension contributions on behalf of the Executive to the extent they are required under statute.

10.2 There is no contracting out certificate in force in respect of the Executive's employment.

10.3 The Company maintains a life assurance scheme (the **"Life Assurance Scheme"**) and, subject to clauses 10.4 and 10.5 below, the Executive shall be entitled to become and remain throughout the Employment a member of the Life Assurance Scheme, subject to the rules of the Life Assurance Scheme from time to time in force, details of which will be provided to the Executive on request.

10.4 The Company shall be entitled at any time to amend any of the rules or benefits of the Life Assurance Scheme.

10.5 Notwithstanding the generality of clause 10.4 above, the Company may withdraw the benefits of and/or terminate the Executive's membership of the Life Assurance Scheme once the Executive has reached the age of 65 or the State Pensionable Age, if higher.

11 PRIVATE MEDICAL EXPENSES INSURANCE SCHEME

11.1 During the Employment the Executive shall be entitled to participate at the Company's expense in the Company's private medical expenses insurance scheme (the **"Private Medical Insurance Scheme"**) for the benefit of the Executive and his partner and all dependent children under the age of 18 subject always to the rules of the Private Medical Insurance Scheme for the time being in force (details of which are available on request) and to the approval of the relevant insurer.

11.2 The Company reserves the right at any time to amend any of the rules or benefits of the Private Medical Insurance Scheme (including the level of cover) provided that in doing so it acts reasonably and subject to clause 11.3 any such changes shall take effect as between the Company and the Executive upon the Executive receiving written notice of the same from the Company in accordance with clause 27.

11.3 Where the Executive is notified of any changes in accordance with clause 11.2, any entitlement to benefit which has already accrued to him at the time of the change will be dealt with in accordance with the rules of the relevant scheme immediately prior to the change provided that thereafter the Executive's entitlement under the scheme (if any) shall be subject to any changes which have been duly notified to him in accordance with clause 11.2.

11.4 Notwithstanding the generality of clause 11.2 above, the Company may withdraw the benefits of and/or terminate the Executive's membership of the Private Medical Insurance Scheme once the Executive has reached the age of 65 or the State Pensionable Age, if higher. Any entitlement to benefit which has already accrued will be dealt with in accordance with the rules of the Private Medical Insurance Scheme for the time being in force.

12 PERMANENT HEALTH INSURANCE SCHEME

12.1 During the Employment the Executive shall be entitled to participate at the Company's expense in the Company's permanent health insurance scheme (the **"PHI Scheme"**) subject always to the rules of the PHI Scheme for the time being in force (details of which

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are available on request), to the approval of the relevant insurer and to the conditions set out in clause12.2.

12.2 The Executive's participation in the PHI Scheme shall be on the basis that:

(a) if the insurer fails or refuses to provide the Executive with any benefit under the PHI Scheme, the Executive will have no right of action against the Company in respect of such a failure or refusal;

(b) the Executive's health is such that the Company is able to obtain cover or to obtain cover on terms and at a premium that the Company considers reasonable; and

(c) in the event that the Executive wishes to make a claim under the PHI Scheme the Company will use reasonable endeavours to:-

(i) obtain from its insurers any forms required to initiate the Executive's claim;

(ii) provide the Executive with such forms in order to enable him to make a claim;

(iii) liaise between the Executive and its insurers in order to assist with the processing of the Executive's claim but the Company will neither be liable to the Executive for any failure or refusal on the part of the scheme insurer to provide any benefits under the PHI Scheme nor be required to attempt to persuade the insurers to provide any such benefits to the Executive (whether by means of threatening or issuing proceedings against the insurer or otherwise).

12.3 The Company reserves the right at any time to amend any of the rules or benefits of the PHI Scheme (including the level of cover) provided that in doing so it acts reasonably and subject to clause 12.4 any such changes shall take effect as between the Executive and the Company upon the Executive receiving written notice of the same from the Company in accordance with clause 27.

12.4 Where the Executive is notified of any changes in accordance with clause12.3, any entitlement to benefit which has already accrued to him at the time of the change will be dealt with in accordance with the rules of the PHI Scheme immediately prior to the change, provided that thereafter the Executive's entitlement under the PHI Scheme (if any) shall be subject to any changes which have been duly notified to him in accordance with the clause12.3.

12.5 Notwithstanding the generality of clause 12.3 above, the Company may withdraw the benefits of and/or terminate the Executive's membership of the PHI Scheme once the Executive has reached the age of 65 or the State Pensionable Age, if higher. Any entitlement to benefit which has already accrued will be dealt with in accordance with the rules of the PHI Scheme for the time being in force.

13 HOLIDAY

13.1 The Executive is entitled to 30 working days' paid holiday in each holiday year in addition to such bank and other public holidays as are observed by the Company. The holiday year runs from January to December and, subject to the provisions of clause 13.6, holiday entitlement is to be taken at such times and on such notice as is agreed by the Board.

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13.2 The Executive will only be able to carry forward up to 5 days of his annual holiday entitlement to the succeeding holiday year, including, for the avoidance of doubt where the Executive is absent on sick leave.

13.3 Where the Employment starts or terminates during a holiday year the Executive will be entitled in that year to such proportion of his annual holiday entitlement as equals the proportion of time he is employed under this agreement in that year, rounded to the nearest half day.

13.4 The Executive shall not be entitled to payment in lieu of any unused part of his holiday entitlement, except on termination of the Employment in accordance with clause 13.5.

13.5 On termination of the Employment:-

(a) Subject to clause 13.5(b), the Executive shall be entitled to be paid in lieu of any outstanding accrued untaken holiday entitlement for the holiday year in which termination takes place or, as the case may be, shall be obliged to repay to the Company salary in respect of holiday taken in excess of his entitlement in his final holiday year and the basis for calculation in either case shall be $^{1}/_{260}$ of the Salary for each day; and

(b) Where the Executive has been summarily dismissed in accordance with clause 15.1 or where the Executive terminates the Employment in breach of the notice provisions in clause 4.1:

(i) the Executive shall be entitled to be paid in respect of any outstanding statutory holiday entitlement for the holiday year in which termination takes place but shall not be entitled to be paid in lieu of any additional outstanding contractual holiday entitlement;

(ii) the calculation of any sum owed to the Executive shall be calculated in accordance with clause 13.5(a); and

(iii) the calculation of any sum owed by the Executive in respect of excess holiday entitlement shall be carried out in accordance with clause 13.5(a).

13.6 No holiday may be taken by the Executive during any notice period without the consent of the Board. The Company may however require the Executive to take all or part of his holiday entitlement on a particular day or days or during any notice period, including any period of notice during which the Executive is put on garden leave in accordance with clause 4.2.

13.7 For the avoidance of doubt:-

(a) Regulations 15(1) to 15(4) of the Working Time Regulations 1998 do not apply to the Employment;

(b) the Executive may take all or part of his holiday entitlement before it has accrued under Regulation 15A of the Regulations provided that the Executive has the Board's permission to do so in accordance with clause 13.1; and

(c) the Executive may take his statutory holiday entitlement or any part of it during a period of sickness absence at such times and on such notice as is agreed by the Board.

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14 SICKNESS

14.1 If during the Employment the Executive is absent from work due to illness or injury he must notify the Company Secretary as soon as possible and, if practicable, on the first working day of incapacity. The Executive shall complete any self certification forms which are required by the Company immediately upon his return to work and, if his incapacity continues for more than 7 consecutive days (whether working days or not) shall produce medical certificates to cover the duration of his absence from work. Provided the Executive complies with these requirements, undergoes any medical examination or tests required by the Company under clause 14.6, and provided the Company is satisfied that the Executive's absence is due to illness or injury, the Executive's absence will be regarded as authorised.

14.2 The Executive shall be entitled to receive the normal basic salary under this agreement during any authorised period or periods of absence due to illness or injury up to a maximum of 60 days in aggregate in any 12 month period (**"Contractual Sick Pay"**). Thereafter he will not be entitled to any further payment from the Company or any Group Company (other than by way of any Statutory Sick Pay or paid statutory holiday due to him or any pay due to him pursuant to the terms of clause 12 or the continued provision of benefits under this agreement) until the resumption of his duties, although the Company may at the Board's discretion continue to pay him his basic salary (or a proportion of his basic salary) for such periods as it considers appropriate (**"Discretionary Sick Pay"**).

14.3 Both Contractual Sick Pay and any Discretionary Sick Pay shall be subject to set off by the Company in respect of any statutory sick pay or social security benefits to which the Executive is entitled (whether or not such benefits are actually received).

14.4 Where the Company has paid any Discretionary Sick Pay and the PHI insurers subsequently pay out benefits under the PHI Scheme in respect of the same period (the **"Waiting Period"**), the Company may deduct from any sums owed to the Executive the amount by which the Discretionary Sick Pay provided during the Waiting Period exceeds the amount of benefit received by the Company from the PHI Scheme insurers in respect of the Waiting Period.

14.5 For statutory sick pay purposes the Executive's qualifying days shall be his normal working days.

14.6 The Executive may at the Company's expense be required during the course of the Employment to attend a medical practitioner or clinic nominated by the Company for the purpose of a medical examination to help determine his fitness for continued Employment and he shall undergo any tests and examinations reasonably required by the said medical practitioner or clinic and shall authorise disclosure of and co-operate in ensuring the prompt delivery of any resulting report to the Company.

14.7 Without prejudice to clause 5.5 (power to appoint joint executive) the Company shall be entitled during any period during which the Executive is absent due to illness or injury to appoint any other person or persons to perform the duties and exercise the powers of the Executive in his place on such terms and conditions as the Company shall see fit.

14.8 **Third Party Injury to Executive**

(a) If the Executive is absent from work by reason of any illness or injury caused wholly or partly by any act or omission of any third party in relation to which the Executive may be or become entitled to recover damages or compensation, then all net

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payments made to the Executive under this clause 14 in respect of the said absence shall be repaid by the Executive if and to the extent that he recovers damages or compensation for loss of earnings from the said third party and/or from the Criminal Injuries Compensation Authority or the Motor Insurers' Bureau or any other similar body (the "**Relevant Bodies**") by action or otherwise.

(b) Where the Executive receives any damages or compensation for loss of earnings as referred to in clause 14.8(a), he shall notify the Company in writing forthwith and shall repay the amount due to the Company under this clause within 28 days of receipt of the said damages or compensation.

(c) For the avoidance of doubt, where the Executive receives damages or compensation from a third party and/or the Relevant Bodies in the circumstances referred to in clause 14.8(a), and that compensation includes an unspecified sum for loss of earnings, then the amount owing to the Company under clause 14.8(a) will be such sum as is reasonable in all the circumstances.

14.9 For the avoidance of doubt:-

(a) the term "**illness or injury**" as used in this clause 14 includes any mental or psychiatric illness and any injury, whether or not this has been sustained in the course of the Executive's duties; and

(b) the provisions of this clause 14 are subject to the termination provisions set out in clause 15 and in particular the Company's right in clause 15.3 to terminate on account of illness or injury.

15 TERMINATION OF EMPLOYMENT

15.1 Summary Dismissal

Notwithstanding the provisions of clauses 4.1 (notice clause), 15.2 (payment in lieu of notice) and 15.3 (termination on account of illness or injury), the Company may by written notice to the Executive forthwith terminate the Employment (without being under any obligation to pay any further sums to the Executive whether by way of compensation, damages or otherwise in respect of or in lieu of any notice period or unexpired term of this agreement, and without prejudice to any other rights of the Company) if the Executive:-

(a) is guilty of any wilful neglect in the discharge of his duties;

(b) is guilty of any material breach of any of the material provisions of this agreement;

(c) in the performance of his duties or otherwise commits any act of gross misconduct;

(d) is guilty of any fraud or dishonesty;

(e) (other than circumstances amounting to constructive dismissal) resigns as a director of the Company without the consent or concurrence of the Board or other than as a result of the passing of a resolution of the shareholders of the Company ceases to hold office as a director of the Company or any Group Company or is disqualified from holding office as a director of the Company or any Group Company;

(f) is convicted of any criminal offence (excluding an offence under road traffic legislation in the United Kingdom and elsewhere for which a penalty of

imprisonment cannot be imposed, or any other offence which does not in the reasonable opinion of the Board affect the Executive's position under this agreement);

(g) is made the subject of a bankruptcy order or has a receiving order or an administration order made against him or makes any composition or arrangement with his creditors generally or otherwise takes advantage of any statute from time to time in force offering relief for insolvent debtors; or

(h) fails to comply with the Company's anti-bribery and corruption policy or any other obligation set out in clause 5.8.

15.2 **Payment in Lieu of Notice**

(a) The Company may at any time in its absolute discretion elect to terminate the Employment forthwith by paying to the Executive, in lieu of the notice period referred to in clause 4.1 or clause 15.3 (termination on account of illness or injury) or any part thereof, an amount equivalent to the Executive's basic salary only (at the rate then payable under this agreement) for such period or part period (the "Notice Payment"). Such a payment shall be subject to such deductions for tax and national insurance as are required by law and to any other authorised deductions.

(b) If subsequent to the termination of Employment, the Executive is found to have breached any of the terms of this agreement or the Executive's duties to the Company during the Employment such that the Company would have been entitled to terminate the Employment without notice or payment in lieu of notice, the Company shall be entitled to recover any payments made under clause 15.2(a). Any such payments already made shall be recoverable from the Executive as a debt.

15.3 **Termination on Account of Illness or Injury**

(a) Without prejudice to clauses 15.1 (summary dismissal) and 15.2 (payment in lieu of notice) and subject to clause 15.3(b) (restrictions on dismissals in context of the PHI Scheme), but notwithstanding any other provision of this agreement, if the Executive shall become unable to perform his duties properly by reason of illness or injury for a period or periods aggregating at least 90 days in any period of 12 consecutive calendar months (the **"Period or Periods of Incapacity"**) then the Company may, by not less than 30 days prior written notice to the Executive given at any time while the Executive is incapacitated by illness or injury from performing his duties under the agreement, terminate the Employment provided that the Company shall withdraw any such notice if during the currency of the notice the Executive returns to full time duties and provides a medical practitioner's certificate satisfactory to the Board to the effect that he has fully recovered his health and that no recurrence of his illness or injury can reasonably be anticipated.

(b) Where the Executive is receiving benefits under the Company's permanent health insurance scheme (the **"PHI Benefits"**) or where the Executive is awaiting a decision from the scheme insurers in respect of benefits under the scheme (provided that such a decision is not unreasonably delayed), the Company shall not terminate the Employment solely on grounds of the Executive's inability to perform his duties properly by reason of illness or injury. For the avoidance of doubt, in such circumstances, the situations in which the Company may terminate the Employment are the following:-

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(i) where the Company has cause in relation to the circumstances set out in clause 15.1 (summary dismissal); or

(ii) where the insurers of the Company's permanent health insurance scheme refuse or cease to provide the PHI Benefits in respect of the Executive; or

(iii) where the Executive's position is redundant;

(iv) and in such circumstances the Executive agrees with the Company that the Company would be acting reasonably in so terminating the Employment.

15.4 **Miscellaneous**

(a) Upon termination of the Employment for whatever reason the Executive shall forthwith deliver to the Company or its authorised representative such of the following as are in his possession or control:-

(i) all keys, security and computer passes, plans, statistics, documents, records, papers, magnetic disks, tapes or other software storage media including any copies thereof which belong to the Group or which relate to the business of the Group including all copies, records and memoranda (whether or not recorded in writing or on computer disk or tape) made by the Executive of any Confidential Information (as defined by clause 19.6);

(ii) all credit cards and charge cards provided for the Executive's use by the Company;

(iii) any Company car provided and all keys and documents relating to it; and

(iv) all other property of the Group not previously referred to in this clause.

15.5 Upon termination of the Executive's employment howsoever arising the Executive shall have no rights as a result of this agreement (or any alleged breach of it) to any compensation under or in respect of any share options, bonus or long-term incentive plans in which he may have participated or have received grants or allocations at or before the date the Executive's employment terminates. Any rights which he may have under such schemes shall be exclusively governed by the rules of such schemes.

16 SUSPENSION FROM EMPLOYMENT AND DISCIPLINARY MEASURES

16.1 In order to investigate a complaint of misconduct against the Executive or in which the Executive is implicated and/or during the course of any disciplinary process to which the Executive is subject, the Company shall be entitled to suspend the Executive from his duties on full pay with full entitlement to all other benefits to which he is entitled under this agreement for so long as the Board shall consider necessary in order to facilitate a proper investigation of such complaint and during such period of suspension:-

(a) without prejudice to clause 5 (duties of the Executive) the Company shall be under no obligation to provide any work for the Executive and shall be entitled to appoint any other person or persons to perform the Executive's duties under this agreement whether on a temporary or a permanent basis;

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(b) the Company may forbid the Executive to enter any Company or Group Company premises or to contact any employees, officers, customers, clients, agents or suppliers of the Company or any Group Company without its prior consent;

(c) the Executive shall, at the request of the Board, immediately deliver to the Company all or any property in his possession or control which belongs to the Company or any Group Company or which relates to the business of the Company or any Group Company; and

(d) the Executive shall continue to be bound by all the Executive's obligations under this agreement insofar as they are compatible with the Executive being suspended from duties, including without limit the Executive's duty of good faith and the Executive's duties under clause 5.6 (Executive not to be employed in any other business).

16.2 The Company's normal disciplinary (which cover decisions regarding dismissal) and grievance procedures apply to the Executive's employment with such modifications as the Company may deem to be necessary to take account of the Executive's seniority. The said disciplinary and grievance procedures shall not have contractual effect and the Company shall not therefore be obliged to follow the procedures or any part thereof in whole or in part at any stage of the Employment.

16.3 If the Executive is dissatisfied with any disciplinary decision taken against him (including a decision to dismiss him) or if the Executive seeks redress for any grievance relating to the Employment he should raise the issue in writing with the Board. Full details of how to go about this and the steps that follow such application are set out in the Company's disciplinary and grievance procedures.

17 DIRECTORSHIPS AND SHAREHOLDINGS

17.1 During the Employment the Executive will not do anything which could cause him to be disqualified from continuing to act as a director of the Company or any Group Company.

17.2 The Executive shall not resign his office as a director of the Company or any Group Company without the agreement of the Company other than in circumstances amounting to constructive dismissal.

17.3 The Executive shall, at the written request of the Board:-

(a) immediately resign (without claim for compensation) from all and any directorships and other offices held in the Company and any Group Company and from any other appointments or offices which he holds as nominee or representative of the Company and any Group Company; and

(b) transfer as the Company may direct any qualifying shares held by the Executive in accordance with the Articles of Association of the Company and/or any Group Company

and in the event of his failure to do so within 7 days of the said request the Executive hereby irrevocably authorises any director of the Company for the time being in his name and on his behalf to execute any documents or do anything else that is necessary to effect such resignations and/or transfers. For the avoidance of doubt, the Board may make a request in accordance with this clause at any time, including, but not limited to, in circumstances where the Executive is on garden leave pursuant to clause 4.2, is in receipt

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of benefits under the PHI Scheme pursuant to clause 12, has been suspended from the Employment pursuant to clause 16.1 or where the Employment has terminated for any reason.

17.4 If during the Employment the Executive shall cease to be a director of the Company or any Group Company (otherwise than for a reason justifying summary dismissal pursuant to clause 15.1(e)) the Company may by written notice terminate the Employment or alternatively, at the discretion of the Company, the Employment shall continue as if the Executive had been employed as an Executive Manager and the terms of this agreement (save those relating to the holding of the office of director) shall continue in full force and effect.

18 RECONSTRUCTION

If the Employment of the Executive is terminated by reason of the liquidation, reorganisation, or other reconstruction of the Company or any Group Company or as part of any other rearrangement of the affairs of the Company or any Group Company not involving a liquidation, and the Executive is offered employment by a reconstructed Company or by another Group Company for a period not less than the term then unexpired of this agreement and on terms which (considered in their entirety) are no less favourable than the terms of this agreement then, subject to the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Executive shall be obliged to accept such offer and shall have no claim against the Company or any reconstructed or Group Company in respect of the termination of the Employment.

19 CONFIDENTIAL INFORMATION

19.1 The Executive is aware that in the course of the Employment he will have access to and be entrusted with information in respect of the business and finances of the Company and its dealings, transactions and affairs and likewise in relation to any Group Company all of which information is or may be Confidential Information. Accordingly, the Executive gives the undertakings set out in this clause 19 to the Company for itself and for the benefit of and as trustee for any Group Company.

19.2 The Executive shall not during the Employment or afterwards use, exploit (except for the benefit of the Group) or divulge to any third party by any means any Confidential Information except he shall be permitted to do so:-

(a) when necessary in the proper performance of the duties of the Employment (this includes for sales, marketing and public relations communications and industry lectures that would be for the benefit of the Group); or

(b) with the express written consent of the Board; or

(c) where this is required by law.

19.3 The Executive shall, during the Employment, use his best endeavours to prevent the unauthorised use or disclosure of any Confidential Information whether by any other officer, employee or agent of the Group or otherwise and shall be under an obligation promptly and fully to report to the Board any such unauthorised use or disclosure which comes to his knowledge.

19.4 The Executive shall not, during the Employment or at any time thereafter make, except for the benefit of the Company or any Group Company, any copy, record, or memorandum

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(whether recorded in writing, on computer disk or tape or otherwise) of any Confidential Information and any such copy record or memorandum made by the Executive during the Employment shall be and remain the property of the Company and accordingly shall be returned by the Executive to the Company at any time during the Employment at the request of the Board and in any event upon the termination of the Employment for whatever reason.

19.5 Except where it is for the benefit of the Company or any Group Company, the Executive shall not during the Employment either directly or indirectly publish any opinion, fact or material or deliver any lecture or address or participate in the making of any film, radio broadcast or television transmission or communicate with any representative of the media or any third party relating to:-

(a) the business or affairs of the Company or any Group Company or of any of their officers, employees, customers, clients, suppliers, distributors, agents or shareholders; or

(b) the development or exploitation of any Intellectual Property Rights, Inventions or Confidential Information

and for the purposes of this clause media shall include television (terrestrial, satellite and cable), radio, newspapers and other journalistic publications.

19.6 In this agreement **"Confidential Information"** means:-

(a) all information which relates to the business, finances, transactions, affairs, products, services, processes, equipment or activities of the Company and any Group Company which is designated by the Company or any Group Company as confidential; and

(b) all information relating to such matters which comes to the knowledge of the Executive in the course of the Employment and which, by reason of its character and/or the manner of its coming to his knowledge, is evidently confidential; and

(c) all information which relates to the business, finances, transactions, affairs, products, processes, equipment or activities of actual or potential clients, customers, suppliers or other persons which has been given to the Company or any Group Company in confidence

and shall include without limitation information as to any of the following subjects business plans, business methods, corporate plans, management systems, finances, maturing new business opportunities, research and development projects, concepts, ideas, new products, product formulae, source code, software, software designs, graphic designs, artwork, processes, inventions, discoveries or know-how, sales statistics, sales techniques, marketing surveys and plans, costs, profit or loss, prices and discount structures, the names, addresses and contact details of customers and suppliers or potential customers and suppliers provided that information shall not be, or shall cease to be, Confidential Information if and to the extent that it comes to be in the public domain otherwise than as a result of the unauthorised act or default of the Executive.

19.7 Nothing in this clause 19 shall prevent the Executive from disclosing information which he is entitled to disclose under the Public Interest Disclosure Act 1998 provided that the disclosure is made in the appropriate way to an appropriate person having regard to the provisions of the Act and he has first complied with the Company's procedures relating to such disclosures.

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19.8 This clause is without prejudice to the Executive's obligations under clause 24.1 (data protection).

20 POST TERMINATION COVENANTS

20.1 For the purposes of this clause the following words and expressions shall have the following meanings:-

"Key Personnel"	means any person who is at the Relevant Date or was at any time during the Relevant Period employed by or engaged as a consultant by a member of the Group in an executive, managerial, sales and/or technical capacity and in each case with whom the Executive worked or had material dealings or whose work he was responsible for or managed during the period of 12 months immediately prior to the Relevant Date
"Prospective Customer"	means any person, firm or company which has been engaged in negotiations or discussions with the Company or any Group Company with a view to purchasing goods or services from the Company or any Group Company during the Relevant Period and with whom the Executive was directly involved, concerned or connected in that respect during that period or about which he possessed Confidential Information
"Relevant Customer"	means any person, firm or company which at any time during the Relevant Period was a customer of the Company or any Group Company at any time during the Relevant Period and with whom the Executive was directly involved, concerned or connected in that respect during that period or about which he possessed Confidential Information
"Relevant Date"	the date on which the Employment shall terminate
"Relevant Goods and Services"	means any goods and services competitive with those supplied by the Company or any Group Company at any time during the Relevant Period and with which sale or supply the Executive was directly involved, concerned or connected or about which he possessed Confidential Information
"Relevant Period"	means the period of twelve months prior to the Relevant Date
"Relevant Supplier"	means any person, firm or company which at any time during the Relevant Period was a supplier of any goods or services (other than utilities and goods or services supplied for administrative purposes) to the Company or any Group Company and with whom the Executive had material dealings or for whom the Executive had responsibility in that respect at any time during the Relevant Period
"Restricted Period"	means the period of 12 months from the Relevant Date.

20.2 The Executive acknowledges that because of the nature of his duties and the particular responsibilities arising as a result of such duties he has or will have knowledge of Confidential Information and has/will have developed relationships with and have knowledge of and influence over the Group's clients and staff and is therefore in a position

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to harm the goodwill and interests of the Company and any Group Companies (the "**Interests**") if he were to make use of such Confidential Information or knowledge or influence for his own purposes or the purposes of another. Accordingly, having regard to the above and having taken independent legal advice, the Executive acknowledges that the provisions of this clause are fair, reasonable and necessary to protect the Interests. The Executive acknowledges that the provisions of this clause 20 shall constitute severable undertakings given to the Company for itself and for the benefit of and as trustee for each of the other Group Companies and the said undertakings may be enforced by the Company on its own behalf and on behalf of any of the Group Companies.

20.3 for the period of 12 months following the Relevant Date, the Executive shall not (on his own behalf or in conjunction with or on behalf of any person) directly or indirectly in competition with the business carried on by a member or members of the Group as at the Relevant Date as carried on from time to time during the Relevant Period:

(a) solicit the custom of; or

(b) facilitate the solicitation of the custom of; or

(c) deal with; or

(d) facilitate the dealing with,

any Relevant Customer in respect of any Relevant Goods and Services; or

(e) solicit the custom of the custom of; or

(f) facilitate the solicitation of; or

(g) deal with; or

(h) facilitate the dealing with,

any Prospective Customer in respect of any Relevant Goods and Services; or

(i) interfere; or

(j) endeavour to interfere,

with the continuance of supplies to the Company and/or any Group Company (or the terms relating to those supplies) by any Relevant Supplier;

20.4 for the Restricted Period, the Executive shall not (on his own behalf or in conjunction with or on behalf of any person) directly or indirectly in competition with the business carried on by a member or members of the Group as at the Relevant Date as carried on from time to time during the Relevant Period or

(a) entice away from the Company or any Group Company; or

(b) endeavour to entice away from the Company or any Group Company,

any Key Personnel; or

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(c) employ or engage; or

(d) endeavour to employ or engage,

any Key Personnel;

20.5 for the period of 12 months following the Relevant Date, the Executive shall not within any territory in which the Group carries on business during the Relevant Period (on his own behalf or in conjunction with or on behalf of any person) directly or indirectly carry on or be engaged, concerned or interested in or assist a business which competes with the business of any member of the Group as operated at the Relevant Date, do or say anything which is harmful to the goodwill of any member of the Group (as subsisting at the Relevant Date) or which may lead a person who has dealt with any member of the Group at any time during the Relevant Period to cease to deal with any member of the Group on substantially equivalent terms to those previously offered or at all; and

20.6 after the Relevant Date, the Executive shall not either on his own behalf or in conjunction with or on behalf of any person directly or indirectly carry on or be engaged, concerned or interested in or assist any person to use in connection with any business, a name which is intended or is likely to be confused with any such words or any other name used by a member of the Group at the Relevant Date.

20.7 Nothing in clauses 20.3, 20.5 or 20.6 shall prohibit the Executive from being interested for bona fide investment purposes only in securities which are for the time being quoted, listed or dealt on any Recognised Investment Exchange if the securities in which the Executive is interested do not exceed 3 per cent. of the total amount of the securities in issue for the time being in that class.

20.8 The Executive, having obtained independent legal advice, acknowledges and agrees that the covenants contained in this clause 20 are no more extensive than is reasonable to protect the legitimate interests of the Company and the Group.

20.9 Each of the obligations in this clause 20 is an entire separate and independent restriction on the Executive. If any part is found to be invalid or unenforceable the remainder will remain valid and enforceable.

20.10 Whilst the restrictions in this clause 20 are considered by the parties to be reasonable in all the circumstances, if any of the restrictions or obligations contained in this cause 20 is held not to be valid on the basis that it exceeds what is reasonable for the protection of the goodwill and interests of the Company or any Group Company but would be valid if part of the wording were deleted then it is agreed that such restrictions or obligations shall apply with such deletions as may be necessary to make it enforceable.

20.11 The period for which the restrictions in this clause 20 apply shall be reduced by any period that the Executive spends on garden leave in accordance with clause 4.2 immediately prior to the termination of this employment.

20.12 The Executive acknowledges and agrees that he shall be obliged to draw the provisions of this clause 20 to the attention of any third party who may at any time before or after the termination of the Employment offer to employ or engage the Executive in any capacity and for whom or with whom the Executive intends to work during the Restricted Period.

20.13 The Executive shall, at the request and cost of the Company, enter into a direct agreement or undertaking with any Group Company to which the Executive provides services whereby he will accept restrictions corresponding to the restrictions in this clause (or such of them as

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may be appropriate in the circumstances) as the Company may require in the circumstances.

20.14 The Executive agrees that if the Company transfers all or any part of its business to a third party (the **"Transferee"**), the restrictions contained in this clause 20 shall, with effect from the date that the Executive becomes an employee of the Transferee, apply to the Executive as if references to the Company include the Transferee and references to any Group Company include any Group Company of the Transferee.

21 INTELLECTUAL PROPERTY

21.1 It shall be a duty of the Executive during the Employment to consider and keep under review the ways if any in which the products, services, processes, equipment, systems and activities of the Company and any Group Company might be improved, enhanced and/or developed.

21.2 If during the course of his Employment the Executive alone or with others (including without limitation those others who are under his direction) makes, discovers, develops, or directs the discovery of any Invention he shall promptly disclose it to the Board giving full particulars of it including all necessary drawings, know how, models, specifications or other material related to the Invention, and the Executive agrees and acknowledges that:-

(a) because of the nature of his duties and the responsibilities arising from them he has a special obligation to further the interests of the Company so that all Inventions made, discovered, developed, or directed by the Executive in the performance of his duties or as a result of any special project for the Company outside the scope of his normal duties and all rights in such Inventions shall belong to the Company; and

(b) the provisions of this sub-clause:-

(i) shall not entitle the Executive to any compensation beyond the Salary to which he is entitled under clause 8 of this agreement except that nothing in this agreement excludes or restricts any rights which the Executive may have to claim additional compensation by virtue of section 40 of the Patents Act 1977, in the case of any Invention in relation to which a British patent has been granted, and in relation to which the Company has derived outstanding benefit from such Invention and/or the patent for it; and

(ii) shall not restrict the Executive's rights under sections 39 to 43 of the Patents Act 1977.

21.3 The Executive shall promptly disclose to the Board (and hand over on demand) any and all Material written, originated, produced, devised, conceived, created, developed or directed by the Executive during the course of the Employment (whether alone or with others (including without limitation those others who are under his direction) and whether in the performance of his duties or as a result of any special project for the Company outside the scope of his normal duties) and hereby acknowledges that by virtue of the Employment and his position in the Company the Intellectual Property Rights in such Material vest automatically and forthwith in the Company.

21.4 The Executive hereby waives all and any moral rights (as defined in Chapter IV of the Copyright Designs and Patents Act 1988).

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21.5 The Executive shall, at the cost of the Company and on demand, execute all such documents and do all such other acts as the Company shall require to enable the Company or its nominee to obtain the full benefit of any Invention (and all the rights therein) or Intellectual Property Rights in any Material to which the Company is entitled and to secure (in the case of all registered Intellectual Property Rights) such registration or similar protection in any part of the world as the Company may consider appropriate.

21.6 The Executive shall, to the Company, or any successor in title there from, such assistance as the Company may require (in its absolute discretion) in connection with any dispute or threatened dispute directly or indirectly relating to any Invention or Intellectual Property Right in any Material or any associated right or registration or other protection in respect thereof (including but not limited to the execution of documents, the swearing of any declarations or oaths, the providing of information and the participation in any proceedings before any Court or tribunal).

21.7 The Executive shall not disclose to any other Person without the consent of the Company being previously obtained (which if given may be subject to conditions) the details of any Invention or Material.

21.8 The Executive hereby irrevocably authorises any director of the Company for the time being in his name and on his behalf to execute any documents and to do everything necessary to give effect to this clause 21.

21.9 Decisions as to the patenting and exploitation of any Invention shall be at the sole discretion of the Company and the Company shall not be under any obligation to take any step or register any patent or other right in respect of, or to develop or exploit, any Invention or Material discovered, written, originated, produced, devised, conceived, created, developed or directed by the Executive.

21.10 Nothing in this clause shall be taken to limit or derogate from the obligations of the Executive under clause 19 (confidential information).

22 MISREPRESENTATION

The Executive shall not, after termination of the Employment, wrongfully represent himself as being employed by, or connected with or interested in the Company or any Group Company.

23 REFERENCES

The Company is under no obligation to provide a reference in respect of the Executive either during or after the Employment. However, if it agrees to do so it will use reasonable efforts to ensure that any such reference is accurate. The Company shall not, in the absence of malice, be liable to the Executive for any error in or omission from any such reference.

24 DATA PROTECTION

24.1 The Executive shall at all times during the Employment act in accordance with the Data Protection Act 1998 (the **"1998 Act"**) and shall comply with any policy introduced by the Company from time to time to comply with the 1998 Act or any other such legislation. Breach of this undertaking will constitute a serious disciplinary offence.

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24.2 The Executive agrees to provide the Company in its capacity as Data Controller with all Personal Data relating to him which is necessary or reasonably required for the proper performance of this agreement, the administration of the employment relationship (both during and after the Employment) or the conduct of the Company's business or where such provision is required by law (the **"Authorised Purposes"**).

24.3 The Executive explicitly consents to the Company or any Group Company processing his Personal Data, including his Sensitive Personal Data, where this is necessary or reasonably required to achieve one or more of the Authorised Purposes (including without limitation any self-certification forms or medical certificates supplied to the Company to explain the Executive's absence by reason of illness or injury, any records of sickness absence, any medical reports or health assessments, any details of his trade union membership and any information relating to any criminal convictions or any criminal charges secured or brought against him.

24.4 The Executive acknowledges that the Company may, from time to time collect or disclose his Personal Data (including his Sensitive Personal Data) from and to third parties (including without limitation the Executive's referees, any management consultants or computer maintenance companies engaged by the Company, the Company's professional advisers, other Group Companies and any potential purchasers of the business). The Executive consents to such collection and disclosure even where this involves the transfer of such data outside the European Economic Area where this is necessary or reasonably required to achieve one or more of the Authorised Purposes or is in the interests of the Company and/or its shareholders.

24.5 The Company agrees to process any Personal Data made available to it by the Executive in accordance with the provisions of the 1998 Act.

24.6 In this clause **"Data Controller"** **"Personal Data"** **"processing"** and **"Sensitive Personal Data"** shall have the meaning set out in sections 1 and 2 of the 1998 Act.

25 THIRD PARTY RIGHTS

25.1 The Company and the Executive agree that no term of this agreement (including the terms of any documents incorporated either expressly or by implication into this agreement) shall be enforceable by a Third Party in his own right by virtue of section 1(1) of the Contracts (Rights of Third Parties) Act 1999 and for the avoidance of doubt this agreement may be rescinded or varied in whole or in part by agreement between the Company and the Executive without the consent of any such Third Party.

25.2 For the purposes of this clause a **"Third Party"** means any person who is not named as a party to this agreement.

26 PREVIOUS AGREEMENTS

26.1 This agreement including any documents incorporated into this agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all previous agreements and undertakings (if any) relating to the employment of the Executive by the Company or any Group Company.

26.2 The Executive acknowledges that he has not been induced to enter into this agreement by any representation, warranty or undertaking not expressly incorporated into it. The Executive agrees and acknowledges that his only rights and remedies in relation to any representation, warranty or undertaking made or given in connection with this Agreement

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(unless such representation, warranty or undertaking was made fraudulently) will be for breach of the terms of this agreement, to the exclusion of all other rights and remedies (including those in tort or arising under statute).

27 NOTICES

27.1 Any notice to be given under this agreement by either party shall be in writing and if given by the Company shall be signed by a Director (other than the Executive) or some other duly authorised officer or agent of the Company and if given by the Executive shall be signed by him.

27.2 Any notice to the Company shall be served and may be delivered by hand or sent by first class recorded delivery post.

27.3 Any notice to the Executive shall be served on him in person or at his last known private address in the United Kingdom and may be delivered by hand to that address or sent by first class recorded delivery post.

28 LAW AND JURISDICTION

28.1 This agreement is governed by and shall be construed in accordance with English law.

28.2 The parties submit to the exclusive jurisdiction of the English courts with regard to any dispute or claim arising under this agreement except to the extent that it is provided elsewhere in this agreement that such dispute or claim should be resolved by any person acting as an expert.

29 GENERAL PROVISIONS

29.1 Any amendment to this agreement must be recorded in writing and signed by the parties to be effective.

29.2 The complete or partial invalidity or unenforceability of any provision of this agreement for any purpose shall in no way affect:-

(a) the validity or enforceability of such provision for any other purpose;

(b) the remainder of such provisions; or

(c) the remaining provisions of this agreement.

29.3 No waiver by the Company other than one made in writing by resolution of the Board of any breach by the Executive of any provision of this agreement and no failure, delay or forbearance by the Company in exercising any of its rights shall be taken to be a waiver of such breach or right or shall prevent the Company from later taking any action or making any claim in respect of such breach or right.

29.4 This agreement may be executed in counterparts which together shall constitute one agreement. Either party may enter into this agreement by executing a counterpart and this agreement shall not take effect until it has been executed by both parties. Delivery of an executed counterpart of a signature page by facsimile shall take effect as delivery of an executed counterpart of this agreement provided that the relevant party shall give the other the original counterpart (including such signature page) as soon as reasonably practicable thereafter.

EXECUTED AS A DEED by the parties on the date which first appears in this agreement.

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Schedule

STATEMENT OF TERMS AND CONDITIONS

(clause 1.8)

The following information is given to supplement the information given in the body of the agreement and to comply with the requirements of section 1 of the Employment Rights Act 1996:-

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

2 The Executive is not required to work outside the UK for a period in excess of one month and accordingly there are no particulars in this regard relevant to the Employment.

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SIGNED as a deed (but not delivered until dated) by **Tom Hargreaves** in the presence of:-

T. Hargreaves 20/11/17

Signature of witness:

Name of witness: TRACY TAYLOR

Address: 31 SLAIBURN GREEN
BRACKNELL
RG12 0GG

Occupation: NANNY.

EXECUTED as a deed (but not delivered until dated) by **TURNER BIDCO LIMITED** acting by a Director in the presence of:-

Signature of witness:

Name of witness: Phoebe Armstrong

Address: 36 Cotleigh Road
ROMFORD
RM7 9AS

Occupation: Executive Assistant