

**Dated : March, 2nd 2023**

**api.video SAS (1)**  
**- and -**  
**Cassi Blesovsky (2)**

**EMPLOYMENT CONTRACT**

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This Agreement is dated February 28th, 2023

## PARTIES

- (1) api.video SAS, a company incorporated and registered in France with company number RCS 491182739, whose registered office is at 26 quai de Bacalan 33300 Bordeaux, France (**Company**); and
- (2) Cassi Blesovsky residing at Flat 5, 94 Longley Road, SW17 9LH London, United Kingdom (**Employee**).

## IT IS HEREBY AGREED

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

**“Appointment”** the employment of the Employee by the Company on the terms of this Agreement.

**“Associated Employer”** has the meaning given to it in the Employment Rights Act 1996.

**“Board”** the board of directors of the Company (including any committee of the board duly appointed by it).

**“Business Day”** A day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**“Capacity”** as agent, consultant, director, employee, worker, owner, partner or shareholder.

**“Commencement Date”** : as soon as the Employee has provided satisfactory evidence of his right to work in the UK and at the latest on 1st June 2023.

**“Confidential Information”** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of its business contacts.

**“Garden Leave”** any period during which the Company has exercised its rights under clause 19.

**“Incapacity”** any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out his duties.

**“Restricted Business”** those parts of the Company's business with which the Employee was involved to a material extent in the 12 months before Termination.

**“Restricted Customer”** any firm, company or person who, during the 12 months before Termination, was a customer or prospective customer of in the habit of dealing with the Company with whom you had contact in the course of your employment.

**“Restricted Person”** anyone employed or engaged by the Company at the level of key account holder or management or above and who could materially damage the Company's interests if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom you dealt in the 12 months before Termination in the course of your employment.

**“Termination”** the termination of your employment with us howsoever caused.

**“SSP”** statutory sick pay.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and words in the singular include the plural and in the plural include the singular.

**2. TERM OF APPOINTMENT**

- 2.1 The Appointment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this Agreement, until terminated by either party giving the other not less than three months' prior notice in writing.
- 2.2 If the Employee is absent from work due to incapacity during her probationary period for a period which exceeds one month his probationary period will be extended by the period of his absence to allow adequate monitoring of performance.
- 2.3 No employment with a previous employer counts towards the Employee's period of continuous employment with the Company.
- 2.4 The Employee consents to the transfer of his employment under this Agreement to an Associated Employer at any time during the Appointment.

**3. EMPLOYEE WARRANTIES**

- 3.1 The Employee represents and warrants to the Company that, by entering into this Agreement or performing any of his obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him.
- 3.2 The Employee warrants that he is entitled to work in the UK without any additional approvals and will notify the Company immediately if he ceases to be so entitled during the Appointment.

**4. DUTIES**

- 4.1 The Employee shall serve the Company as Finance Director or such other role as the Company considers appropriate.
- 4.2 During the Appointment the Employee shall:
  - (a) unless prevented by Incapacity, devote the whole of his time, attention and abilities to the business of the Company;
  - (b) diligently exercise such powers and perform such duties as may from time to time be assigned to him by the Company together with such person or persons as the Company appoint to act jointly with him;
  - (c) comply with all reasonable and lawful directions given to him by the Company;
  - (d) promptly make such reports to CEO in connection with the affairs of the Company on such matters and at such times as are reasonably required;

- (e) report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company to CEO immediately on becoming aware of it;
- (f) use his best endeavours to promote, protect, develop and extend the business of the Company.

4.3 The Employee shall comply with the Company's anti-corruption and bribery policy and related procedures at all times.

4.4 The Company takes a zero-tolerance approach to tax evasion. The Employee must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country. The Employee must immediately report to the President any request or demand from a third party to facilitate the evasion of tax or any concerns that such a request or demand may have been made. All documents, manuals, hardware and software provided for the Employee's use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

**5. PLACE OF WORK**

5.1 The Employee's normal place of work is his home at Flat 5, 94 Longley Road, SW17 9LH London, United Kingdom. The Employee may be required from time to time to visit and work at such other locations and for such times as may be necessary for the proper performance of his duties.

5.2 The Employee agrees to travel on the Company's business (both within the UK or abroad) as may be required for the proper performance of his duties under the Appointment.

5.3 During the Appointment the Employee shall not be required to work outside the UK for any continuous period of more than one month.

**6. HOURS OF WORK AND RULES**

The Employee is required to work 40 hours each week, to be worked at such times and on such days of the week as the Employee may determine, provided that the Employee shall be available at home between such hours as the CEO may reasonably specify from time to time. The Employee may be required to work such additional hours as may be necessary for the proper performance of his duties without extra remuneration.

6.1 The Employee is entitled to a rest break of 20 minutes for every six hours that he works. It is the Employee's responsibility to ensure he takes this rest break.

6.2 The Employee agrees to comply with all health and safety guidelines and instructions which the Company may give from time to time and to complete without delay all health and safety questionnaires that may be sent to him from time to time.

6.3 The Employee agrees to comply with the Company's data protection policy, IT and Communications Systems Policy and Social Media Policy in place from time to time.

**7. SALARY**

- 7.1 The Employee shall be paid a gross annual salary of GBP 100,000 per annum (one hundred thousand GBP).
- 7.2 The Employee's salary shall accrue from day to day at a rate of 1/260 of the Employee's annual salary and be payable monthly in arrears on or about the 31st of each month directly into the Employee's bank.
- 7.3 The Employee's salary shall be reviewed by the CEO annually. The Company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.
- 7.4 The Company may deduct from the salary, or any other sums owed to the Employee, any money owed to the Company by the Employee.

**8. EQUIPMENT AND INSURANCE**

- 8.1 The Company shall provide the Employee for her sole use the following property and equipment (**Company Property**) for the purpose of carrying out her duties under this Agreement: Laptop.
- 8.2 For the avoidance of doubt, the Company shall not permit use of Company Property by any person other than the Employee and the Company's authorised representatives.
- 8.3 The Company shall install, service and maintain the Company Property, as necessary, at its own expense. The Employee shall be responsible for any damage to the Company Property which goes beyond ordinary wear and tear. The Employee is required to report any such damage or malfunction of the Company Property as soon as he becomes aware of it.
- 8.4 The Employee shall be responsible for taking out and maintaining a valid policy of insurance covering the Company Property against fire, theft, loss and damage throughout your employment.
- 8.5 The Employee shall not do, cause or permit any act or omission which will invalidate the insurance policy covering the Company Property.

**9. RIGHT TO ENTER**

The Employee consents to the Company representatives, at reasonable times and on reasonable notice, entering her home address to:

- (a) install, inspect, replace, repair, maintain or service the Company Property during her employment;
- (b) carry out health and safety risk assessments of the Company Property and her workstation during her employment; and
- (c) recover the Company Property on or after termination of her employment.

**10. CONFIDENTIALITY AND DATA PROTECTION**

The Employee is responsible for ensuring the security of confidential information in her home. In particular, he undertakes to:

- (a) encrypt and/or protect by password any confidential information held on her home computer;
- (b) lock the computer terminal whenever it is left unattended;
- (c) ensure any wireless network used is secure;
- (d) keep all papers containing confidential information in filing cabinets that are locked when not in use; and
- (e) comply with the Company's data protection policy, IT and communications policy from time to time in force regarding the retention of personal data.

**11. EXPENSES**

- 11.1 The Company shall reimburse all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.
- 11.2 The Employee shall abide by the Company's policies on expenses as communicated to him from time to time.

**12. HOLIDAYS**

- 12.1 The Company's holiday year runs between 1 June and 31 May. If the Appointment commences or terminates part way through a holiday year, the Employee's entitlement during that holiday year shall be calculated on a pro-rata basis rounded up to the nearest half day.
- 12.2 The Employee shall be entitled to 25 days' paid holiday in each holiday year. In addition, the Employee is entitled to take the usual public holidays in England and Wales.
- 12.3 All holiday requests must be approved in writing in advance by the CEO. The Company may require the Employee to take (or not to take) holiday on particular dates, including during her notice period.
- 12.4 The Employee shall not carry forward any accrued but untaken holiday entitlement from one holiday year to a subsequent holiday year unless the Employee has been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.
- 12.5 The Company shall not pay the Employee in lieu of untaken holiday except on termination of the Appointment. On termination the Company shall pay him in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. Subject to clause 13.6, the amount of the payment in lieu will be calculated as 1/260th of the Employee's salary for each untaken day of the entitlement.
- 12.6 If the Company has terminated or would be entitled to terminate the Appointment under clause 17 or if the Employee has terminated the Appointment in breach of this Agreement any payment due under clause 13.5 shall be limited to the Employee's statutory entitlement under the Working Time Regulations 1998 (*SI 1998/1833*) and

any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

- 12.7 If on termination of the Appointment the Employee has taken more holiday than her accrued holiday entitlement, the Company shall be entitled to deduct the excess holiday pay from any payments due to the Employee calculated at 1/260th of the Employee's salary for each excess day.

**13. INCAPACITY**

- 13.1 If the Employee is absent from work due to Incapacity, the Employee shall notify the CEO of the reason for the absence as soon as possible but no later than 9 am on the first day of absence.

- 13.2 The Employee shall self-certify her absence for absences of up to 7 days and shall provide a doctor's note for absences of 8 days and over.

- 13.3 Subject to the Employee's compliance with the requirements of the Statutory Sick Pay Scheme (SSP), the Employee shall receive SSP under the terms of the SSP scheme. The Employee's qualifying days for SSP purposes are Mondays to Fridays. Any additional payment will be at the Company's discretion. The Employee agrees to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company should the Company so require.

- 13.4 If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the CEO of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the CEO may reasonably require. The Employee shall if required by the Company, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by him relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by him in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Company in respect of the period of Incapacity.

- 13.5 The rights of the Company to terminate the Appointment under the terms of this Agreement apply even when such termination would or might cause the Employee to forfeit any entitlement to sick pay, permanent health insurance or other benefits.

**14. CONFIDENTIAL INFORMATION**

- 14.1 The Employee acknowledges that in the course of the Appointment he will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 15.

- 14.2 The Employee shall not (except in the proper course of his duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use her best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- (a) any use or disclosure authorised by the CEO or required by law;

- (b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
- (c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

**15. INTELLECTUAL PROPERTY**

15.1 The Employee acknowledges that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, the Employee holds them on trust for the Company.

15.2 The Employee acknowledges that, because of the nature of her duties and the particular responsibilities arising from the nature of those duties, he has, and shall have at all times while employed by the Company, a special obligation to further its interests.

15.3 To the extent that legal title in and to any Employment IPRs or Employment Inventions does not vest in the Company as described in clause 16.1 the Employee agrees, immediately on creation of such rights and Inventions, to offer to the Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company shall refer the dispute for determination to an expert who shall be appointed by the President of Chartered Institut of Arbitrators. The expert's decisions shall be final and binding on the parties in the absence of manifest error, and the costs of arbitration shall be borne equally by the parties. The parties will be entitled to make submissions to the expert and will provide (or procure that others provide) the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision. The Employee agrees that the provisions of this clause 16.3 shall apply to all Employment IPRs and Employment Inventions offered to the Company under this clause 16.3 until such time as the Company has agreed in writing that the Employee may offer them for sale to a third party.

15.4 The Employee agrees:

- (a) to give the Company full written details of all Employment Inventions which relate to or are capable of being used in the business of the Company promptly on their creation;
- (b) at the Company's request and in any event on the termination of employment to give the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;
- (c) not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company; and
- (d) to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by the Employee.

15.5 The Employee waives all your present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain or permit any claim for infringement of moral rights in such copyright works.

15.6 The Employee acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this Agreement is or

may become due to you in respect of the Employee's compliance with this clause. This clause is without prejudice to the Employee's rights under the Patents Act 1977.

- 15.7 The Employee undertakes to use best endeavours to execute all documents and do all acts both during and after her employment by the Company as may, in the opinion of the Company, be necessary or desirable to vest the Employment IPRs, to register them in the Company's name and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Company agrees to reimburse the Employee's reasonable expenses of complying with this clause 16.7.
- 15.8 The Employee agrees to give all necessary assistance to enable the Company to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.
- 15.9 The Employee hereby irrevocably appoint the Company to be her attorney in her name and on her behalf to execute documents, use her name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause.

**16. PAYMENT IN LIEU OF NOTICE**

- 16.1 Notwithstanding clause 2, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Employee that the Company is exercising its right under this clause 17 and that it will make within 28 days a payment in lieu of notice (**Payment in Lieu**), or the first instalment of any Payment in Lieu, to the Employee. This Payment in Lieu will be equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this Agreement during the notice period referred to at clause 2 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:
- (a) any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
  - (b) any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and
  - (c) any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 16.2 The Company may pay any sums due under clause 17.1 in equal monthly instalments until the date on which the notice period referred to at clause 2 would have expired if notice had been given. The Employee shall be obliged to seek alternative income during this period and to notify the Company of any income so received. The instalment payments shall then be reduced by the amount of such income.
- 16.3 The Employee shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 17.1. Nothing in this clause 17 shall prevent the Company from terminating the Appointment in breach.
- 16.4 Notwithstanding clause 17.1 the Employee shall not be entitled to any Payment in Lieu if the Company would otherwise have been entitled to terminate the Appointment

without notice in accordance with clause 17. In that case the Company shall also be entitled to recover from the Employee any Payment in Lieu (or any instalments) already made.

**17. TERMINATION WITHOUT NOTICE**

17.1 The Company may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

- (a) is guilty of any gross misconduct affecting the business of the Company;
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company;
- (c) is, in the reasonable opinion of the CEO negligent and incompetent in the performance of her duties;
- (d) is declared bankrupt or makes any arrangement with or for the benefit of her creditors or has a county court administration order made against him under the County Court Act 1984;
- (e) is convicted of any criminal offence (other than an offence under any road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed);
- (f) is, in the opinion of a medical practitioner who is treating the Employee physically or mentally incapable of performing their duties and may remain so for more than three months and the medical practitioner has given a medical opinion to the Board to that effect;
- (g) ceases to be eligible to work in the UK;
- (h) is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Employee or the Company into disrepute or is materially adverse to the interests of the Company;
- (i) is in breach of the Company's anti-corruption and bribery policy and related procedures;
- (j) is in breach of their obligations under clause 3.4 or the Company's anti-facilitation of tax evasion policy;
- (k) is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems; or
- (l) is unable by reason of Incapacity to perform her duties under this Agreement for an aggregate period of 3 months in any 52 week period.

17.2 The rights of the Company under clause 17.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this Agreement by the Employee as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of these rights.

**18. GARDEN LEAVE**

18.1 Following service of notice to terminate the Appointment by either party, or if the Employee purports to terminate the Appointment in breach of contract, the Company may by written notice place the Employee on Garden Leave for the whole or part of the remainder of the Appointment.

18.2 During any period of Garden Leave:

- (a) the Company shall be under no obligation to provide any work to the Employee and may revoke any powers the Employee holds on behalf of any Group Company;
- (b) the Company may require the Employee to carry out alternative duties or to only perform such specific duties as are expressly assigned to the Employee, at such location (including the Employee's home) as the Company may decide;
- (c) the Employee shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- (d) the Employee shall remain an employee of the Company and bound by the terms of this Agreement (including any implied duties of good faith and fidelity);
- (e) the Employee shall ensure that the Head of People knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);
- (f) the Company may exclude the Employee from any premises of any Group Company; and
- (g) the Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of any Group Company.

**19. OBLIGATIONS ON TERMINATION**

19.1 On termination of the Appointment (however arising) the Employee shall:

- (a) Immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or its business contacts, any keys and any other property of the Company, which is in her possession or under her;
- (b) irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in her possession or under her control outside the Company's premises; and
- (c) provide a signed statement that he has complied fully with her obligations under this clause 20.1 together with such reasonable evidence of compliance as the Company may request.

**20. POST-TERMINATION RESTRICTIONS**

20.1 In order to protect the Confidential Information and business connections to which the Employee has access as a result of the Appointment, the Employee shall not:

- (a) for nine months after Termination, solicit or endeavour to entice away from the Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;
- (b) for nine months after Termination in the course of any business concern which is in competition with any Restricted Business, offer to employ or

engage or otherwise endeavour to entice away from the Company any Restricted Person;

- (c) for nine months after Termination in the course of any business concern which is in competition with any Restricted Business, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement;
- (d) for six months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business;
- (e) for nine months after Termination, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Restricted Business; or
- (f) at any time after Termination, represent himself as connected with the Company in any Capacity, other than as a former employee, or use any registered names or trading names associated with the Company.

20.2 None of the restrictions in clause 21.1 shall prevent you from:

- (a) holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange; or
- (b) being engaged or concerned in any business concern, provided that his duties or work shall relate solely to services or activities of a kind with which he was not concerned to a material extent in the 12 months before Termination.

20.3 The restrictions imposed on the Employee by this clause 21 apply to him acting:

- (a) directly or indirectly; and
- (b) on her own behalf or on behalf of, or in conjunction with, any firm, company or person.

20.4 The periods for which the restrictions in clause 21.1 apply shall be reduced by any period spent on Garden Leave immediately before Termination.

20.5 If, during the Appointment or before the expiry of the last of the covenants in this clause 21, the Employee receives an approach or offer to be involved in any Capacity in a business which competes with any part or parts of the Company's business with which he is or has been involved to a material extent during the Appointment, he shall:

- (a) notify the CEO in writing of the fact of the approach or offer and the identity of the person making the approach or offer as soon as possible; and
- (b) give the person making the offer a copy of this clause 21 within seven days of the offer being made.

The obligations contained in this clause 21.5 are continuing obligations and shall also apply if, at any time subsequent to the relevant approach or offer being made but before the expiry of the last of the covenants in this clause 21, the business making the offer or approach so competes with the Company's business.

- 20.6 If, at any time during her employment, two or more Restricted Persons have left their employment, appointment or engagement with the Company to carry out services for a business concern which competes with, or is intended to compete with any Restricted Business, the Employee will not at any time during the six months following the last date on which any of those Restricted Persons were employed or engaged by us, be employed or engaged in any way with that business concern.
- 20.7 Each of the restrictions in this clause 21 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.
- 20.8 If the Employee's employment is transferred to any firm, company, person or entity other than a Group Company (the "New Employer") pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Employee will, if required, enter into an agreement with the New Employer containing post-termination restrictions corresponding to those restrictions in this clause 21, protecting the confidential information, trade secrets and business connections of the New Employer.
- 20.9 The Employee will, at the Company's request and expense, enter into a separate agreement with any Group Company in which you agree to be bound by restrictions corresponding to those restrictions in this clause 21 (or such of those restrictions as may be appropriate) in relation to that Group Company.

**21. DISCIPLINARY PROCEDURES**

- 21.1 The Company may suspend the Employee from any or all of his duties for no longer than is necessary to investigate any disciplinary matter involving the Employee or so long as is otherwise reasonable while any disciplinary procedure against the Employee is outstanding.
- 21.2 During any period of suspension:
- (a) the Employee shall continue to receive her basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
  - (b) the Employee shall remain an employee of the Company and bound by the terms of this Agreement;
  - (c) the Employee shall ensure that the CEO knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);
  - (d) the Company may exclude the Employee from her place of work or any other premises of any Group Company; and
  - (e) the Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of any Group Company.

**22. PENSIONS**

The Employee is eligible to be enrolled into the Company's auto enrolment pension scheme. Further details of the pension scheme are available from the Head of People.

**23. DATA PROTECTION**

- 23.1 The Company will collect and process information relating to the Employee in accordance with the privacy notice, which is attached to this Agreement. The Employee is required to sign and date the privacy notice and return it to the Head of People.
- 23.2 The Employee shall comply with the Data protection policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Company. The Employee will also comply with the Company's IT and communications systems policy and social media policy.
- 23.3 Failure to comply with the Data protection policy or any of the policies listed above in clause 24.2 may be dealt with under the Company's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

**24. COLLECTIVE AGREEMENTS**

There is no collective agreement which directly affects the Appointment.

**25. RECONSTRUCTION AND AMALGAMATION**

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of any Group Company, whether by winding up or otherwise, and the Employee is offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

**26. NOTICES**

- 26.1 A notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or DocuSign or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other party ;
  - (b) with a copy by email to the CEO
- 26.2 Unless proved otherwise, any such notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the address given in this Agreement or given to the addressee; or
  - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 26.3 If deemed receipt under clause 27.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 27.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 26.4 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

26.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**27. ENTIRE AGREEMENT**

27.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

27.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

27.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on this any statement in agreement.

27.4 Nothing in this clause shall limit or exclude any liability for fraud.

**28. VARIATION**

No variation or agreed termination of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**29. COUNTERPARTS**

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

29.2 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

**30. THIRD PARTY RIGHTS**

No one other than a party to this Agreement shall have any right to enforce any of its terms.

**31. GOVERNING LAW**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**32. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by Cedric Montet

DocuSigned by:  
*Cédric MONTET*  
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CEO

Signed Cassi Blesovsky

DocuSigned by:  
*[Signature]*  
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