(1[redacted]>

(2[redacted]>

THIS CONTRACT is made the << [redacted] and Year >>

BETWEEN:

(1) <<Name of Company>> a [redacted] <Country of Registration>> under number <<Company Re [redacted] whose registered office is at <<Registered office>> (her [redacted] e", "us" or the "Company"); and

(2) <<Name of Director>> o [redacted] fter referred to as "you" or the "Executive").

IT IS AGREED as follows:

1. **Definitions and Interpreta** [redacted]

1.1 In this Agreement [redacted] les, unless the context otherwise requires, the followi [redacted] following meanings:

"the Board" [redacted] of directors of the Company for the time

"the Commenceme [redacted] **Date"** [redacted] f this Contract;

"Contract" [redacted] e contract including the attached

"the Group" [redacted] any and any other company (wherever [redacted] ich, at the relevant time, is a holding [redacted] sidiary (other than the Company) of a [redacted] of the Company, and "member of the [redacted] onstrued accordingly;

"Termination Date [redacted] n which the employment of the Executive [redacted] ever it arises; and

"Working Day" [redacted] y other than Saturdays, Sundays and [redacted] the United Kingdom.

1.2 Any reference to a [redacted] ference to that provision as for the time being re-enact [redacted] r extended.

1.3 The headings in thi [redacted] ed Schedules are for convenience only and shall not a [redacted]

1.4 This Contract inclu [redacted] ich the Company is required to provide in accordan [redacted] Rights Act 1996, Employment Act 2002 and Working [redacted]

2. **Appointment of the Exec** [redacted]

2.1 The Company will [redacted] and the Executive will serve the Company as <<Title [redacted]

2.2 The Executive is re [redacted] Company's rules, regulations and policies for its emplo [redacted] n force.

2.3 The employment [redacted] this Contract shall begin on the Commencement Da[redacted] hereinafter provided) continue for <<One Year>> fr[redacted]ial Period") and thereafter until terminated in accor[redacted] of this Contract.

2.4 In accepting his a[redacted] deemed that the Executive has accepted all the ter[redacted] in this Contract.

3. **Duties of the Executive**

3.1 In the capacity sp[redacted]1 the Executive shall during the continuance of this [redacted]

3.1.1 faithfully an[redacted] carry out all such powers and duties in rel[redacted]d the Group and its business and the respecti[redacted]mbers of the Group, as may from time to time [redacted]ested in him by the Board;

3.1.2 at the reque[redacted] director of the Company and any member of [redacted]ith the consent of the Board not resign from [redacted]

3.1.3 obey all law[redacted]ons of the Board;

3.1.4 use his best[redacted] the interests of the Company or any member[redacted]

3.1.5 keep the Bo[redacted]formed (in writing if so requested) of his cond[redacted] affairs of the Company or any member of t[redacted]ch explanations as the Board may require;

3.1.6 not at any ti[redacted]isleading statement relating to the Company or[redacted]p;

3.1.7 unless preve[redacted]ss or injury, devote the whole of his working [redacted] his duties and to the furtherance of the busine[redacted] Company and the Group;

3.1.8 conform to s[redacted]y from time to time be reasonably required of h[redacted] that the performance of his duties may require[redacted] outside the Company's normal business ho[redacted] to << 6.00 >> pm. There is no entitlement [redacted]eration for any additional hours worked in ex[redacted]urs, as this obligation has already been taken [redacted] Company in determining salary levels;

3.1.9 in pursuan[redacted]nder perform such services for members of [redacted] Company as the Board may from time to time [redacted]

3.1.10 undertake s[redacted] United Kingdom and abroad as may be reas[redacted] proper performance of his duties; and

3.1.11 serve the C[redacted] of the Group at its principal place of business [redacted]m or on a temporary basis at such other place [redacted]s or hereafter acquires a place of business as[redacted]nably determine. [The Executive shall not be [redacted] Kingdom for a continuous period of more tha[redacted]casion or for a total of more than <<Number [redacted] 365 day period without his prior consent.]

3.1.12 [You may b[redacted]in the UK [and overseas] on the Company's [redacted]

3.1.13 [You are re[redacted]e details e.g. state country and duration>>.][redacted]

3.1.14 [You will be [redacted]

3.1.15 [You will als[redacted] <<state additional payments and benefits>>.][redacted]

3.2 The Executive shal[redacted]he continuance of this Contract do anything which may[redacted]n of the Board bring the Company or any member of[redacted]ute or harm the goodwill or the reputation of the Co[redacted]f the Group.

3.3 The Executive sha[redacted] the continuance of this Contract without the previous[redacted]Board engage or be concerned or interested, either di[redacted] other trade, profession, business or occupation whic[redacted]ion of the Board would materially interfere with the pr[redacted] duties or hold any directorship in any company other[redacted]roup without prior written approval from the Board.

3.4 Nothing contained [redacted]reclude the Executive from being interested in no mo[redacted]ent of the issued shares or other securities of any c[redacted]which are listed or dealt in on a recognised Stock E[redacted]

4. **Remuneration and Benef[redacted]**

4.1 During the continu[redacted] the Company shall pay to the Executive as remu[redacted]hereunder a salary at the rate of £<< amount >> per[redacted]mencement Date.

4.2 The Executive's sal[redacted] above shall be:

4.2.1 payable by [redacted]ts in arrears on the << day e.g. 25th >> day[redacted]

4.2.2 deemed to a[redacted]nd

4.2.3 subject to re[redacted]cretion of the Board on <<Date>> in each year[redacted]of this Contract[, provided that the salary of the[redacted]sed by at least << >> per cent in each calend[redacted]

4.3 The Executive will [redacted]ate in the Group's [share option scheme] in accord[redacted]nd conditions from time to time governing the same[redacted]

4.4 The Executive sha[redacted] a bonus in accordance with the terms and condition[redacted] this Contract.

4.5 The Executive's sa[redacted] shall be inclusive of any fees to which the Executive[redacted]director of the Company or of any other member of the[redacted]

4.6 The Company shall [redacted] for all reasonable travelling, hotel and other out of po[redacted] may properly incur in carrying out his duties, other t[redacted]penses of travelling between his normal place of res[redacted] which he normally carries out his duties. The Execu[redacted] the Company receipts for such expenses or other [redacted]vidence thereof to the satisfaction of the Board.

4.7 The Company shall [redacted]uring the Executive's employment to deduct from the [redacted] or expenses any monies due to the Company.

4.8 The Company sha[redacted] any of its obligations under this Clause 4 either by i[redacted] member of the Group.

4.9 [You will be entit[redacted]alth insurance/permanent health insurance/details of[redacted]>.]

4.10 Your entitlement to [redacted]ence <<state e.g. on your first day OR after the satisfa[redacted]probationary period>>.]

4.11 [The organisation [redacted]move your entitlement to these benefits at any time[redacted]

5. Pension and Benefits

5.1 [The designated [redacted]name>>. Details can be found in <<State where [redacted] or obtained from <<specify job title>>.][The Compa[redacted]ion of <<state %>> of your salary. You may contribute[redacted]ur salary.]

OR

[If you are eligible, [redacted]rol you into a pension scheme, in accordance with the[redacted]uto-enrolment obligations.

Full details of the s[redacted]hen you are enrolled, including the minimum contri[redacted]be required to make and your right to opt out if you do [redacted]me. While participating in the scheme, you agree [redacted]butions being deducted from your salary.

The scheme is subj[redacted] amended from time to time, and the Company may [redacted]another pension scheme at any time.**]**

5.2 The Executive is e[redacted]e Company's [medical insurance] [death-in-service li[redacted]ent health insurance] scheme, subject to the term[redacted]ch schemes from time to time in force. Details of the[redacted]ed from <<specify job title>>. If the Executive does not [redacted]se schemes, the Executive should advise the Compan[redacted]

5.3 The Company rese[redacted]te its participation in any scheme specified in Sub-cla[redacted]other scheme, or alter the benefits available to the Exe[redacted]chemes.

5.4 For the avoidance[redacted]n in any Company scheme as described in Sub-c[redacted]judice to the Company's right to terminate employm[redacted] and at any time, with or without notice, in accordanc[redacted]

5.5 The Company shal[redacted] any of its obligations under this Clause 5 either by i[redacted] member of the Group.

6. Collective agreements

[There are no collective ag[redacted]Executive's employment.**]**

OR

[The Executive's employ[redacted] following collective agreement <<specify relevant agreem[redacted]

7. Holidays

7.1 The Executive sha[redacted]ber of days not less than 28>> working days' paid[redacted]ar year inclusive of statutory and public holidays.

7.2 Holiday shall be t[redacted] the Board may approve and in accordance with gu[redacted]e Board from time to time.

7.3 The Executive sha[redacted]arry forward any unused holiday entitlement from on[redacted]ext without first obtaining consent from the Board.

7.4 If the employment [redacted]be terminated, otherwise than by reason of his dism[redacted] 16.2.3, 16.2.4, 16.2.5, or 16.2.6 during any calenda[redacted] his full entitlement to holidays for that year, then he [redacted]ay pay on the basis of <<specify calculation e.g. 1/2[redacted], for each day of his entitlement accrued and not tak[redacted]

7.5 If the employment [redacted] terminated for any reason during any calendar year[redacted]s exceeded his prorated holiday entitlement, the Co[redacted]ment in lieu of days holiday taken in excess of your [redacted]ment, on the basis of <<specify calculation e.g. 1/26[redacted]from any monies due or thereafter becoming due from[redacted]cutive.

8. Other paid leave

8.1 Any maternity, pate[redacted]parental or parental bereavement leave will be paid at[redacted]y rate/your normal rate of pay>>.

8.2 [The Company als[redacted]etails of other paid non-statutory leave>>.]

8.3 Please see the Com[redacted]r further information.

9. Training

9.1 You will be require[redacted]ing training in respect of <<state e.g. health and safe[redacted]

9.2 You may be requ[redacted]ional training at the Company's discretion and will [redacted] rate of pay for any compulsory training.

9.3 You will not be paid [redacted] wing training <<give details>>.

10. **Sickness and Medical Ex[redacted]**

10.1 If the Executive sh[redacted] pacitated or prevented by illness, injury, accident or [redacted] s beyond his control (hereinafter referred to as "Inc[redacted] out in full his duties under this Contract he shall fo[redacted] s of his Incapacity in any period of <<12>> months be[redacted] lary at full rate and thereafter shall receive such (if an[redacted] muneration during periods of his Incapacity as the [redacted] e Executive shall claim all State sickness benefits a[redacted] ount to the Company for all such state benefits recei[redacted] period for which his salary is paid under this Sub-clau[redacted]

10.2 Any salary paid to t[redacted] Sub-clause 10.1 in respect of any period shall satisfy [redacted] xecutive to receive Statutory Sick Pay from the Comp[redacted] iod.

10.3 If at any time durin[redacted] is Contract the Executive suffers from Incapacity whi[redacted] ccasioned by the negligence of a third party in resp[redacted] are or may be recoverable, the Executive shall for[redacted] of that fact and of any claim, compromise, settle[redacted] ade or awarded in connection therewith and shall [redacted] ch particulars of such matters as the Board may reas[redacted] if so required by the Board refund to the Company su[redacted] he amount of damages recovered by him under suc[redacted] ent or judgement borne by the Executive and not e[redacted] of the remuneration paid to him by way of salary and [redacted] f the period of his in capacity) as the Board may dete[redacted]

10.4 The Board may at [redacted] e Executive to provide evidence satisfactory to the B[redacted] jury or Incapacity of the Executive and at least once [redacted] and otherwise as the Board may determine the Exec[redacted] undergo a medical examination by a medical practition[redacted] mpany. The Company shall bear the cost of any suc[redacted] be entitled to full disclosure of the results thereof.

11. **Maternity Leave**

The Company will comply [redacted] ons in respect of Maternity Leave. The Company's Maternity L[redacted] from <<specify job title>>.

12. **Paternity Leave**

The Company will comply [redacted] ons in respect of Paternity Leave. The Company's Paternity L[redacted] from <<specify job title>>.

13. **Company Car**

The Executive's offer letter [redacted] re entitled to a car allowance or to a Company car. If the Ex[redacted] car allowance the offer letter will specify the amount of the [redacted] paid monthly in arrears with their salary. If the Executive is [redacted] ar, the Offer Letter will specify the maximum value of the car [redacted] also be issued with a copy of the Company’s Car Policy setti [redacted] nditions which apply to their use of the car. If provided with a [redacted] take good care of the car, comply with the Company’s Car [redacted] the provisions of any policy of insurance notified to the Ex [redacted] d.

14. **Confidentiality**

14.1 The Executive shall [redacted]

14.1.1 at all times [redacted] any person any trade secret, or any informat [redacted] isation, business, affairs, finances or transactio [redacted] ny member of the Group which is of a confide [redacted] come to his knowledge during his employment [redacted] e such disclosure is made in the proper perfo [redacted] properly authorised by the Board or in complia [redacted] ourt of competent jurisdiction);

14.1.2 during the c [redacted] act use all reasonable endeavours to prevent t [redacted] ch trade secrets and confidential information; [redacted]

14.1.3 keep with c [redacted] h trade secrets and confidential information [redacted]

14.1.4 not use or [redacted] uch trade secrets or confidential information i [redacted] t in the proper performance of his duties hereu [redacted] e or cause loss either directly or indirectly to [redacted] ess or may be likely so to do.

14.2 The provisions of [redacted] without prejudice to Clause 15 hereof and shall co [redacted] ermination of this Contract without time limitation but s [redacted] ormation or knowledge which may come into the publi [redacted] of the Executive.

14.3 The Executive sh [redacted] inuance of this Contract make, otherwise than for t [redacted] y:

14.3.1 any notes or [redacted]

14.3.2 by any othe [redacted] e, assemble or prepare data or information [redacted]

relating to any mat [redacted] business of the Company or any member of the Gro [redacted] the Company or any member of the Group’s dealing [redacted]

14.4 The Executive shall [redacted] ntinuance of this Contract or after its termination use [redacted] any notes, memoranda, data or information referred [redacted] bove otherwise than for the benefit of the Company, i [redacted] the parties that all such notes, memoranda, data [redacted] assembled or prepared by the Executive shall be [redacted] pany and that the same shall be surrendered or de [redacted] y upon the termination of the Executive's employ [redacted]

15. **Intellectual Property**

15.1 In this Clause:

"Design" [redacted] n which is registrable under the [redacted] ns Act 1949 or in respect of which design [redacted] der Section 213 of the Copyright, Designs [redacted] 1988;

"Drawing" [redacted] ng, picture, photograph, plan or sketch in [redacted]

"Invention" [redacted] tion whether patentable or not under the [redacted] or by virtue of any international [redacted] aty, together with the right to apply in any [redacted] for appropriate protection therefor;

"Know-how" [redacted] od, technique, discovery, secret process [redacted] ounting to an Invention, and any [redacted] r technical information;

"Records" [redacted] les, models, documents (as defined in [redacted] Civil Evidence Act 1995), notebooks or [redacted] ny form, including data stored in a [redacted] rwise; and

"Software" [redacted] puter programs, including preparatory [redacted] herefor, any documentation relating [redacted] media containing or recording any part [redacted] going items.

15.2 Inventions and any [redacted] ade, obtained, acquired, produced or found by the Ex [redacted] of his employment shall, subject to the provisions of [redacted] elong exclusively to the Company, and the Executive [redacted] taining, acquiring, producing or finding such Inven [redacted] with disclose the same to the Company or as it m [redacted]

15.3 The Company and [redacted] h keep confidential any Invention which is disclosed [redacted] Executive until its ownership has been determined. If [redacted] the Executive the Company shall thereafter continue [redacted] t shall have 90 days from the date of its disclosure to [redacted] r whether to make an offer for it, during which time [redacted] t disclose, license or assign the Invention to any ot [redacted] ion belongs to the Company, the Executive shall ther [redacted] confidential until it is published by or with the consent [redacted]

15.4 The signature by t [redacted] or, of any assent which may be required for, or wh [redacted] application for protection of any Invention which bel [redacted] the Company, shall operate as a binding acknowledg [redacted] that, insofar as the subject of that application is not al [redacted] pany by operation of law, it is one in respect of which [redacted] ection, the right to claim priority for that application un [redacted] n or otherwise and the beneficial interest in any prote [redacted] ed, is vested in the Company.

15.5 All Designs, Draw [illegible] ftware which are made by the Executive in the c [illegible] t shall belong exclusively to the Company, togethe [illegible] design rights therein (whether registrable or unre [illegible] apply throughout the world for appropriate protecti [illegible] virtue of any treaty, convention or otherwise; and all [illegible] ature therein which are conferred under the laws of th [illegible] all other countries of the world, for the full term thereof [illegible] ensions thereof.

15.6 In respect of any [illegible] Executive which belongs to or is acquired by the C [illegible] n made by the Executive in the course of his emplo [illegible] all, if and when required to do so by the Company, a [illegible] e period of or after the termination of his employment [illegible] the Company's expense but for no further consideratio [illegible]

15.6.1 furnish any [illegible] specification or other information which the [illegible] in relation to such Invention or Design;

15.6.2 apply for or [illegible] patent, registered design or such other protec [illegible] may require in relation to such Invention or [illegible]

15.6.3 execute all [illegible] all such acts and things as the Company m [illegible] to obtain such patent, registered design or ot [illegible] st the same and all rights therein and the title [illegible] Company or in such persons as the Compa [illegible] maintain such patent, registered design or oth [illegible] to extend the term thereof.

15.7 The Executive sh [illegible] to the Company all Designs, Drawings, Records [illegible] e made by the Executive in the course of his emplo [illegible]

15.7.1 on request [illegible] y time during the period of his employment [illegible]

15.7.2 on the termi [illegible].

15.8 The provisions of t [illegible] tinue to apply after termination of this Contract withou [illegible]

16. Termination

16.1 The employment of [illegible] inate automatically without breach by either party whe [illegible]

16.1.1 the Executiv [illegible] r by virtue of any provision of the Companies [illegible] from being a director by law; or

16.1.2 the Executiv [illegible]

16.2 The Company may [illegible] d in addition to any other remedy) forthwith terminate [illegible] prior notice to the Executive or payment in lieu the [illegible]

16.2.1 is being trea [illegible] cal practitioner who gives a written opinion to [illegible] hat the Executive has become physically o [illegible] cting as a director and may remain so for more [illegible]

16.2.2 is subject to [redacted] of his mental health, which wholly or partly pre[redacted]ly exercising any powers or rights which he wo[redacted]

16.2.3 has a bankru[redacted] him;

16.2.4 makes a co[redacted]ors generally in satisfaction of his debts;

16.2.5 is convicted [redacted] (other than an offence under the Road Traffic [redacted] of imprisonment is not imposed or an offence w[redacted]pinion of the Board does not affect his office he[redacted]pany into disrepute); or

16.2.6 is guilty of [redacted]conduct during the course of his employment [redacted]nself outside the course of his employment [redacted] in the reasonable opinion of the Board the in[redacted]r any member of the Group might be prejudice[redacted]

16.3 Upon termination o[redacted]b-clause 16.2 the Executive shall be paid his salary [redacted] termination, but he shall not be entitled to any othe[redacted]ion whatsoever in respect of such termination.

16.4 The Executive's em[redacted]ated by the Company giving to the Executive not less [redacted].g. 3 >> months' written notice or the Executive giving[redacted]s than << Insert number e.g. 3 >> months' written not[redacted]y time after the end of the Initial Period.

16.5 The Company rese[redacted]npensation in lieu of any notice of termination of empl[redacted]y on the Executive to mitigate his loss) which it or the[redacted] to give. Where the Executive has received pay in lieu[redacted]dance of doubt, the Executive will not be entitled to an[redacted]on in respect of any holiday or any bonus which would [redacted]during the notice period.

16.6 On the termination [redacted]yment for any reason:

16.6.1 the Compan[redacted]deduct from any monies due or thereafter b[redacted] Company to the Executive any monies whic[redacted] thereafter become due from the Executive to[redacted]

16.6.2 any provisio[redacted]s expressed to have effect after its termination [redacted]accordance with its terms; and

16.6.3 the Executiv[redacted]up to the Company in accordance with its i[redacted]ent, correspondence, records, specification[redacted]ports, notes, memoranda, data or information [redacted] 14.3 above and other documents (and any co[redacted]her property which may be in his possession [redacted]n belong to the Company or which relate in a[redacted]s of any member of the Group (including b[redacted]npany car, keys, credit cards and passes) wh[redacted]tive's possession or under the Executive's [redacted]ill, if so required by the Company, confirm in w[redacted]ied with his obligations under this Sub-clause [redacted]

17. **Non-Compulsory Retirem** [redacted]

The Company does not op [redacted] t age and therefore you will not be compulsorily retired on rea [redacted] However, you can choose to retire voluntarily at any time, p [redacted] the required period of notice to terminate your employmen [redacted]

18. **Gardening Leave**

The Company reserves the [redacted] cutive not to attend at work and/or not to undertake all or any [redacted] ment during any period of notice of termination, whether given [redacted] e Company, provided always that the Company shall contin [redacted] e's salary and provide employee benefits (apart from the Co [redacted] mstances.

19. **Consequences of Termin** [redacted]

19.1 Upon the terminatio [redacted] the Executive under this Contract for whatever reaso [redacted] pon the request of the Company resign without clai [redacted] om office as a director of the Company and any [redacted] up and from all offices held by him in any such compa [redacted] s failure to do so the Company is hereby irrevocably [redacted] me person in his name and on his behalf to execute a [redacted] o all things requisite to give effect thereto. Any resigna [redacted] b-clause shall be without prejudice to any claim for bre [redacted] the Executive shall not be entitled to any damages [redacted] eason of the termination of his appointment as di [redacted] and/or any other member of the Group following on [redacted] ct.

19.2 The Executive sha [redacted] he termination of his employment hereunder, howso [redacted] himself as being in any way connected with or i [redacted] s of the Company or any member of the Group.

20. **Amalgamation and Reco** [redacted]

20.1 If before the expir [redacted] he employment of the Executive hereunder shall be [redacted] the liquidation of the Company for the purpose of ama [redacted] ion or as part of any arrangement for the amalgama [redacted] of the Company not involving liquidation and th [redacted] offered employment with the amalgamated or re [redacted] r a period not less than the then unexpired term of [redacted] rms not less favourable than the terms of this Contra [redacted] ave no claim against the Company in respect of the ter [redacted] ent hereunder.

20.2 If before the expira [redacted] Company or a major part thereof shall be disposed o [redacted] ajor part of its operations shall be discontinued and t [redacted] ffered employment by any other member of the Grou [redacted] rate with his status hereunder and which is otherwise [redacted] the circumstances appertaining to the Executive and [redacted] and otherwise no less favourable then the terms of th [redacted] e shall have no claim against the Company in respec [redacted] employment hereunder.

21. **Competition**

21.1 For the purposes of [redacted]

"Company" [redacted] f the Group;

"Restricted Period" [redacted] f <<number of months e.g. 12 >> [redacted] n the Termination Date;

"Specified Area" [redacted] >;

"Specified Business" [redacted] > and such other business as the [redacted] time to time;

"Specified Capacity" [redacted] wing capacities: [redacted] ther solely or jointly with any other

[redacted] ny other person;

[redacted] other person;

[redacted] y other person;

[redacted] of any other person;

[redacted] or adviser to any other person;

[redacted] ny company; or

[redacted] any interest in any shares or [redacted] in any company (except as [redacted] -clause 3.4);

21.2 Since the Executive [redacted] course of his employment with the Company confident [redacted] mpany he hereby agrees that in addition to the restr [redacted] ses 14 and 15 he will be bound by the restrictions set [redacted]

21.3 The Executive sha [redacted] tly, during the Restricted Period within the Specified [redacted] pacity:

21.3.1 solicit or en [redacted] ny person who shall have been a client or cus [redacted] ner of the Company during the 12 months pre [redacted] any business falling within the definition of [redacted] out in Sub-clause 21.1;

21.3.2 attempt to in [redacted] e the employment of the Company or to cease [redacted] the Company;

21.3.3 employ or [redacted] ny person who within six months prior to the [redacted] tive's employment hereunder was an officer em [redacted] he Company; or

21.3.4 carry on or b [redacted] of the Specified Business.

21.4 The restrictions in [redacted] considered by the parties to be reasonable in all the [redacted] ny such restriction shall be held by any court to be [redacted] what is reasonable in all the circumstances for [redacted]erests of the Company the said restrictions shall ap[redacted]ns as may be necessary to render them valid and effe[redacted]

21.5 Each of the oblig[redacted]-clause 21.3 shall be taken as separate and sever[redacted]

22. **Staff Handbook and Emp[redacted]**

All Executives have a dut[redacted]pany's other policies from time to time in force, including bu[redacted]ompany's Health and Safety, Fire Safety, Sickness and Abse[redacted]ities Policies.

23. **Notices**

Any notice to be given und[redacted]served by prepaid registered letter sent through the post addr[redacted]otice to be given to the Executive, to him at his last known pl[redacted]the case of a notice to be given to the Company, to it as its re[redacted]e being; and any notice so served shall be deemed to have b[redacted]r it was posted and proof that the notice was properly addre[redacted]ed shall be sufficient evidence of service.

24. **Data Protection**

The Company is required t[redacted]sonal data" (as defined in the Data Protection Legislation) tha[redacted]d what it does with that personal data, including how it use[redacted] secures that personal data. You confirm that you shall at all[redacted]evant provisions and requirements of the Data Protection Le[redacted]tions imposed on you under the Company's Data Protectio[redacted]Notice from time to time in force [which are available from [redacted]on>>] OR.[the current versions of which are attached in Sch[redacted] Legislation" means all applicable legislation in force from [redacted]ited Kingdom applicable to data protection and privacy incl[redacted], the UK GDPR (the retained EU law version of the Genera[redacted]ation ((EU) 2016/679), as it forms part of the law of Englan[redacted]and Northern Ireland by virtue of section 3 of the Europea[redacted]t 2018); the Data Protection Act 2018 (and regulations [redacted]d the Privacy and Electronic Communications Regulatio[redacted]

25. **Governing Law**

This Contract shall be in[redacted] in accordance with the laws of England and Wales and th[redacted]to the non-exclusive jurisdiction of the English and Welsh cou[redacted]

26. **Previous Agreements an[redacted]**

This Contract supersedes [redacted]or any subsisting agreements or contracts between the Co[redacted] of the Group and the Executive relating to his employment [redacted]agreements and contracts shall be deemed to have been [redacted] consent with effect from the Commencement Date.

27. **Severability**

The various Clauses and [redacted]tract and attached Schedules are severable, and if any prov[redacted] identifiable part thereof is held to be invalid or unenforceable[redacted]ent jurisdiction then such invalidity or unenforceability shall [redacted]r enforceability of the remaining provisions or sub-provision[redacted]

28. **Supplemental**

The provisions of Schedu[redacted] effect for the purposes of the Employment Rights Act 19[redacted]Act 2002.

Discipline a[redacted]Procedures

1. The Company's Disciplina[redacted]s are applicable to the Executive and a copy has been supp[redacted]e Board is entitled to amend such disciplinary rules from time[redacted]
2. The Company's Grievance[redacted]ailable on request from <<specify job title>>. This policy doe[redacted]xecutive's terms and conditions of employment.
3. The Executive may appea[redacted]y action or any grievance matters that have not been resolve[redacted]y decisions made by the Board or a committee of the board a[redacted]ll be final and binding.
4. The date on which the Ex[redacted]inuous employment began is the <<Date>>.

1. **Definitions and Interpreta**[redacted]

In this Schedule, unless the [redacted] res, the following expressions have the following meaning [redacted]

"the Accounts"	[redacted] e audited profit and loss account of [redacted] pany;
"the Board"	[redacted] he board of directors of the [redacted] for the time being;
"the Bonus Scheme"	[redacted] e bonus scheme as detailed in this [redacted] from time to time;
"the Company"	[redacted] e company whose details are set [redacted] beginning of this Contract;
"Contract"	[redacted] is service contract, to which this [redacted] is attached;
"Employment"	[redacted] e employment of the Executive in [redacted] ce with the terms of this Contract;
"the Executive"	[redacted] e director whose details are set out [redacted] ginning of this Contract;
"the Financial Year"	[redacted] e Company's financial year ended [redacted] cify relevant day and month**>>** [redacted] r;
"the Payment Date"	[redacted] **<**specify relevant number of [redacted] fter the filing of the Accounts;
"the Personal Performa[redacted]	[redacted] e individual targets relating to the [redacted] 's performance as agreed [redacted] the Executive and the Company in [redacted] nt Financial Year and notified to [redacted] tive at the start of that Financial [redacted]
"Remuneration"	[redacted] e Executive's basic remuneration [redacted] t in clause **<<**4.1**>>** of the [redacted]

2. **Bonus**

2.1 The Executive shall [redacted] bonus in relation to each Financial Year of his Employ [redacted] Bonus Scheme.

2.2 The Executive's bo [redacted] r shall be determined at the sole discretion of the Bo [redacted]

2.3 The Board shall t[redacted]xecutive's Personal Performance Targets in determin[redacted]of bonus.

2.4 The Executive's bo[redacted]specify relevant percentage**>>** of Remuneration.

2.5 To the extent that th[redacted] his employment part way through a Financial Year, hi[redacted]d accordingly.

2.6 The Board shall no[redacted]ng within **<<**one month or specify relevant time perio[redacted]inancial Year, the extent to which the Personal Perfor[redacted]en met and the amount (if any) of the Executive's bon[redacted]. The Board's decision is final and binding.

2.7 The bonus (if any) s[redacted]ecutive on the Payment Date.

3. **Termination**

3.1 If at the Payment D[redacted]ployment has been terminated for any reason in acc[redacted]of clause 16 of the Contract, the Executive shall hav[redacted] a pro-rated bonus, except where such termination of [redacted]

a) is by reason of deat[redacted]

b) is by reason of red[redacted]section 139(1) of the Employment Rights Act 1996); o[redacted]

c) is by reason of inj[redacted] [(as such term is defined in the Company's perman[redacted]cy)].

In such circumstan[redacted] sole discretion of the Board], the Executive shall be [redacted]bonus in respect of the period of service in the releva[redacted]yable on the Payment Date.

3.2 For the avoidance[redacted]t in lieu of notice made to the Executive under cl[redacted], shall not include any element in relation to bonus t[redacted]e been due during the period for which the payment [redacted]

4. **Bonus Scheme**

4.1 The Bonus Scheme[redacted]nder the direction and at the sole discretion of the Bo[redacted]

4.2 The terms of the B[redacted]amended at any time and in any respect by the Boar[redacted]

5. **General**

5.1 The Company will [redacted]e tax and any National Insurance contributions (and [redacted]quired by law) from any bonus payable to the Exec[redacted]

5.2 [Any bonus payme[redacted]ive will not be taken into account for the purpose of c[redacted]butions.]

[*Attach copy of current versions of*[redacted]*otection Policy and Privacy Notice*]

SIGNED by or on behalf of the par[redacted]t before written

Signed by <<Name>> for and
on behalf of <<Name of Company[redacted]

Signed by <<Name of Director>>