

EMPLOYMENT AGREEMENT

Dated

BETWEEN: -

(1) YOUR COMPANY NAME of YOUR COMPANY ADDRESS ("the Company")

and

(2) CANDIDATE NAME of CANDIDATE ADDRESS ("You", "you", "Your", "your").

You and the Company have agreed as follows: -

1. COMMENCEMENT AND CONTINUITY

Your employment under this Agreement is to begin on

No employment with a previous employer counts towards your period of continuous employment with the Company.

2. TRIAL PERIOD

The first 3 months of your employment will be on a trial basis. During your trial period the Company may terminate your employment on one month's written notice. The Company reserves the right to extend your trial period should it be considered necessary. Throughout your trial period you are required to give one month's notice in writing should you wish to terminate your contract.

3. JOB TITLE AND DUTIES

3.1 You are employed by the Company as a **[JOB TITLE]**

You agree that you will be flexible in working for the Company and so will carry out all duties the Company reasonably requires of you.

3.2 You warrant that you are entitled to work in the UK without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.

3.3 You shall not work for anyone else whilst employed by the Company without the Company's express prior written agreement.

4. PLACE OF WORK

4.1 Your primary place of work is at CONTRACTED LOCATION, or such other place within the UK as we may reasonably determine but you may also be required to work on a temporary or permanent basis at any of the locations of the Company's clients.

4.2 You may be required to travel in the United Kingdom or overseas from time to time. This may involve travelling outside normal business hours and at weekends, bank or public holidays should the need arise. Reasonable travelling expenses will be paid as laid down in the Company's Business Expenditure Policy from time to time.

5. HOURS OF WORK

5.1 Your normal hours of work are Monday to Friday for at least seven and a half hours a day with an additional hour for lunch. Subject to the agreement of your manager or project lead, you may start work at a time you choose between 7.30 am and 9.30 am inclusive. You agree to work any additional hours if they are needed to perform your duties properly or to meet the Company's needs, without extra remuneration.

5.2 The Working Time Regulations 1998 (subject to certain exceptions) set an average limit of a maximum of 48 hours that you can be required to work per week). However, you agree that the 48-hour limit shall not apply to you. However, you can withdraw this agreement by giving not less than 3 months' notice in writing. Full details can be found on the Intranet.

6. PAY AND BENEFITS

6.1 Your basic annual salary is £ and this shall be paid by bank transfer monthly in arrears on or around the last Friday of each month. This basic annual salary shall be reviewed at least annually without any obligation to increase the same.

7. HOLIDAYS

7.1 The Company's holiday year runs from 1 January to 31 December. You are entitled to 25 days' paid holiday in each holiday year plus the normal bank and public holidays in England and Wales or the pro rata equivalent if you work part time. This includes any entitlement you may have to statutory holiday under the Working Time Regulations 1998.

7.2 You are entitled to INSERT NUMBER days a year

7.3 Holidays accrue on a pro rata basis throughout each holiday year. 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. You are entitled to be paid in lieu of any untaken but accrued holiday on the termination of your employment. You may be required to take any outstanding holidays during a period of notice. If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payment due to you the excess holiday pay.

7.4 Each holiday year you are entitled to buy up to 3 day's holiday or sell up to 5 day's holiday, accrued on a pro rata basis, on the basis that a day's holiday pay is 260th annual basic salary.

7.5 Your holiday must be authorised by a Company Director in advance and you are required to give as much notice as possible. No more than 11 working days' holiday may be taken consecutively, without signoff by a Director.

7.6 It is the Companies intention to be closed during the period between Christmas Day and New Year's Day and, other than Public holidays, these days must be taken as annual holiday unless otherwise authorised in writing by a Company Director.

8. SICKNESS ABSENCE

8.1 If you cannot work due to sickness or injury you must inform the Administrative Services Department (ASD) or a Company Director as soon as practicable on your first day of absence. If you are absent from work due to sickness or injury which continues for more than 7 days (including weekends) you must provide the Company with a medical certificate on or before the eighth day of sickness or injury. Thereafter medical certificates must be provided to the Company to cover any continued absence.

8.2 Immediately following your return to work after any period of absence due to sickness or injury, you are required to complete a self-certification form stating the dates of and the reasons for your absence.

8.3 The Company will pay you Company sick pay as follows: -

INSERT COMPANY SICK PAY FIGURES

"Company Sick pay" means your basic salary and includes any payment of statutory sick pay and any other sickness benefit.

8.4 Company Sick Pay is subject to full compliance with the Company's sickness absence policy and is payable during a rolling 12 month period.

8.5 If a period of absence due to 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, you shall immediately notify the Company of that fact and of any claim, settlement or judgement made or awarded in connection with it and all relevant particulars that the Company may reasonably require. You 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 you relating to the loss of earnings for the period of absence as the Company may reasonably determine less any costs borne by you 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 you by the Company in respect of the period of absence.

8.6 If you are absent due to accident, illness or injury then you agree that at the Company's own expense the Company may require you to be examined by a qualified doctor appointed by the Company and that you will supply the Company with a copy of any medical report. In the event that such doctor's report contains a statement that in the doctor's opinion you are medically unfit to carry out your obligations under this Agreement and won't be in the foreseeable future then the Company may at its discretion by notice in writing to you immediately terminate your employment together with all arrears of salary and expenses to which you may then be entitled, even if such termination results in you losing any existing or prospective benefits.

9. OTHER PAID LEAVE

9.1 You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time:

INSERT MATERNITY, PATERNITY BEREAVEMENT LEAVE POLICY ETC.

9.2 Further details of such leave and your pay during such leave are available from the intranet.

9.3 We may replace, amend or withdraw the Company's policy on any of the above types of leave at any time.

10. GRIEVANCE AND DISCIPLINARY PROCEDURES

10.1 In the event that you have any grievance concerning your employment you should in the first instance raise this matter with your Company Director unless it would

be inappropriate to do so and then you should raise it with an alternative Director of the Company. The Company's grievance procedure is set out on the Intranet. This procedure does not form part of your contract of employment.

10.2 The disciplinary rules which apply to you are set out on the Intranet. These rules and procedures do not form part of your contract of employment.

10.3 If you are dissatisfied with any disciplinary decision relating to you, you may appeal to the CEO or their nominee and the procedure to be followed in these circumstances is set out on the Intranet.

11. TERMINATION OF EMPLOYMENT

11.1 If you have committed an act of gross misconduct you may be dismissed without notice and with immediate effect. In other cases, and subject to clauses 2 and 10.2 you or the Company may terminate your employment at any time by the giving in writing the following minimum periods of notice:

Continuous Service

On completion of Trial Period

Notice

Three months

11.2 Once notice to terminate your employment has been given by the Company or by you pursuant to clause 11.1 or if you seek to resign without notice or by giving shorter notice than that required by clause 11.1, for a period to be determined by the Company of not more than three months, the Company:-

11.2.1 will be under no obligation to vest in or assign to you any powers or duties or to provide any work for you; and

11.2.2 may prohibit contact between you and clients or suppliers or employees of the Company or any Company of the Group; and

11.2.3 may exclude you from any premises of the Company or any Company of the Group; and

11.2.4 may at its entire discretion decide to make a payment in lieu of all or part of your notice period by making a payment in lieu of basic salary only should the Company exercise its right to exercise this clause 11.2.4, your employment will terminate with immediate effect.

PROVIDED ALWAYS that salary and all other contractual benefits remain payable or provided by reason only of the Company exercising its rights pursuant to 11.2.1, 11.2.2, 11.2.3 and/or 11.2.4 of this clause 11.2. This clause 11.2 will not affect the general right of

the Company to suspend for good cause nor affect the rights and obligations of the parties prior to the service of such notice or purported resignation.

12. EXPENSES

The Company will reimburse to you all travelling, hotel and other out of pocket expenses, reasonably and properly incurred in connection with your employment provided that on request you provide the Company with such receipts or other evidence of actual payment of such expenses as the Company may reasonably require and always in accordance with the Company's expenses policy which may be amended from time to time.

13. CONFIDENTIALITY

13.1 You acknowledge that the business of the Company is a specialised and competitive business and that during the course of your employment with the Company you will have access to and have an intimate knowledge of the Company's trade secrets and confidential information. You further acknowledge that the disclosure of any trade secrets or confidential information to actual or potential competitors of the Company would place the Company at a serious competitive disadvantage and would do serious damage, financial and/or otherwise to its business and business development and would cause immeasurable harm.

13.2 For the purposes of clause 13.1 "confidential information" shall include but not be limited to: client records; mailing lists; price sensitive information; client lists; details of leads; negotiations and contracts with clients and potential clients of the Company; corporate development and strategic plans of the Company; know-how and client requirements.

13.3 By reason of clauses 13.1 and 13.2 you agree that without prejudice to any other duty implied by law or equity you will not without the prior written consent of the Company (such consent to be withheld only so far as may be reasonably necessary to protect the Company's legitimate business interests) during your employment or at any time thereafter communicate or disclose to any person, firm or company or use for your own purposes any of the secrets or confidential information outlined in clauses 13.1 and 13.2 above relating to the Company and/or its clients in any manner whatsoever save as shall be reasonably necessary for the promotion of the business of the Company.

13.4 Clause 13.1 does not apply to information that has ceased to be confidential other than as a result of you disclosing it. Clause 13.1 is in addition to any common law or equitable duty of confidentiality that you owe to the Company.

13.5 The restriction in Clause 13.3 does not apply to:

(a) you making a protected disclosure within the meaning of Section 43A of the Employment Rights Act 1996; or

(b) any use or disclosure that has been authorised by the Company, is required by law or by your employment.

14. INTELLECTUAL PROPERTY

The following definitions and rules of interpretation apply in this agreement.

14.1 Definitions:

Employment Inventions: any Invention which is made wholly or partially by you at any time during the course of your employment with us (whether or not during working hours or using our premises or resources, and whether or not recorded in material form).

Employment IPRs: Intellectual Property Rights created by you in the course of your employment with us (whether or not during working hours or using our premises or resources).

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and rights to be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

14.2 You acknowledge that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to us to the fullest extent permitted by law. To the extent that they do not vest in us automatically, you hold them in trust for us.

14.3 You acknowledge that, because of the nature of your duties and the particular responsibilities arising from the nature of those duties, you have, and shall have at all times while employed by us, a special obligation to further our interests.

14.4 To the extent that legal title in and to any Employment IPRs or Employment Inventions does not vest in us as described in clause 14.2 you agree, immediately on creation of such rights and Inventions, to offer to us 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 us receiving the offer, we shall refer the dispute for determination to an expert who shall be appointed by the President of [RELEVANT INSTITUTE]. 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. You agree that the provisions of this clause 14.4 shall apply to all Employment IPRs and Employment Inventions offered to us under this clause 14.4 until such time as we have agreed in writing that you may offer them for sale to a third party.

14.5 You agree:

14.5.1 to give us 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;

14.5.2 at our request and in any event on the termination of your employment to give us all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;

14.5.3 not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by us; and

14.5.4 to keep confidential each Employment Invention unless we have consented in writing to its disclosure by you.

14.6 You waive 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 agree not to support, maintain or permit any claim for infringement of moral rights in such copyright works.

14.7 You acknowledge 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 your compliance with this clause. This clause is without prejudice to your rights under the Patents Act 1977.

14.8 You undertake to use best endeavours to execute all documents and do all acts both during and after your employment by us as may, in the opinion of the Company, be necessary or desirable to vest the Employment IPRs in us, to register them in our name and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at our request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. We agree to reimburse your reasonable expenses of complying with this clause 14.8.

14.9 You agree to give all necessary assistance to us to enable us to enforce the 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.

14.10 You irrevocably appoint us to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for ourselves or our nominee the full benefit of this clause.

15. OTHER INTERESTS

You will not during the continuance of this Agreement without the previous written consent of the board of directors of the Company, whether solely or jointly with any other person, firm or company, whether as a director, manager, employee, agent or consultant for any other person, firm or company either directly or indirectly carry on or be engaged in or interested (whether as shareholder, partner or otherwise) in any business whatsoever or provide any services to any third party, save that nothing in this Agreement precludes you from holding any shares or loan capital (not exceeding three percent of the share or loan capital of the class concerned for the time being issued) in any company whose shares or loan capital of the class or classes so held are quoted on any recognised investment exchange throughout the world or which have been admitted to trading on the Alternative Investment Market of the London Stock Exchange or any overseas equivalent thereof, or precludes you from investing (with the same 3% limit) in the units of any unit trust or business expansion or similar fund whose units are quoted on any recognised investment exchange throughout the world or which have been admitted to trading on the Alternative Investment Market of the London Stock Exchange or any overseas equivalent.

16. PROVISIONS AFTER TERMINATION

16.1 You will not without the prior written consent of the Board (which will not be unreasonably withheld) for a period of 6 months after the termination of your employment under this Agreement: -

16.1.1 either on your own account or jointly with or as agent for any person, firm or company, directly or indirectly, (whether as director, proprietor, partner, employee, consultant, or howsoever otherwise) carry on or be engaged concerned or interested in the carrying on, within the United Kingdom of any business which is in competition with the Company or with any Company of the Group for which you have performed substantial executive services during the period of twelve months prior to the termination of your employment hereunder;

16.1.2 either on your own account or jointly with or as agent for any person, firm or company (whether as director, proprietor, partner, employee, consultant or howsoever otherwise) whether directly or indirectly canvass or solicit or entice the custom of (in relation to goods or services which are provided by the Company or any company of the Group for which you have performed substantial executive services during the period of twelve months prior to the termination of your employment hereunder and in competition with the Company or such Company of the Group) any person or persons who at the date of the termination of your employment hereunder is a customer of the Company or a customer of a Company of the Group (as defined in clause 16.2 below) and with whom you have had direct contact or dealings and/or particular knowledge of during the last twelve months of your employment hereunder;

16.1.3 either on your own account or jointly with or as agent for any person, firm or company (whether as director, proprietor, partner, employee, consultant or howsoever otherwise) whether directly or indirectly deal with (in relation to goods or services which are provided by the Company or any Company of the Group for which you have performed substantial executive services during the period of twelve months prior to the termination of your employment hereunder and in competition with the Company or such Company of the Group) any person or persons who at the date of the termination of your employment hereunder is a customer of the Company or a customer of a Company of the Group and with whom you have had direct contact or dealings and/or particular knowledge of during the last twelve months of your employment hereunder;

16.1.4 either on your own account or jointly with or as agent for any person, firm or company (whether as director, proprietor, partner, employee, consultant or howsoever otherwise) whether directly or indirectly deal with or canvass or solicit of entice the custom of (in relation to goods or services which are provided by the Company or any Company of the Group for which you have performed substantial executive services during the period of twelve months prior to the termination of your employment hereunder and in competition with the Company or such Company of the Group) any person or persons who at the date of the termination of your employment hereunder is a prospective customer of the Company and/or of a Company of the Group and with whom the Company

and/or a Company of the Group are negotiating and with whom you have had direct contact or dealings and/or particular knowledge during the last twelve months of your employment hereunder;

16.1.5 whether directly or indirectly interfere or seek to interfere or take such steps as may interfere with the continuance of supplies to the Company or any Company of the Group (or the terms relating to such supplies) from any suppliers who has been supplying components materials or services to the Company or to any Company of the Group with whom you have dealt at any time during the last 12 months of your employment hereunder;

16.1.6 whether directly or indirectly either on your own account or on behalf of any other person, firm or company, entice, induce, solicit or encourage any employee who is employed by the Company or any Company of the Group on the date your employment is terminated, in a sales, managerial or technical capacity and with whom you have had direct contact or dealings in the twelve months prior to that date to leave the Company's or the relevant Company of the Group's employment for the purpose of being involved in a business which competes with the business of the Company or Company of the Group in which you were involved during the last twelve months of your employment

16.2 Notwithstanding the terms of clause 16.1 in the event that the Company invokes the provisions of clause 11.2 of this Agreement the length of the restricted period set out in clause 16.1 will be set off against and thereby reduced by the length of the period during which the provisions of clause 11.2 are in operation.

16.3 You hereby agree that you will not at any time after the termination of this Agreement either personally or by your agent, directly or indirectly represent yourself as being in any way connected with or interested in the business of the Company or any Company of the Group.

17. APPLICATION OF RESTRICTIONS

It is agreed that each of the restrictions contained in clause 16 of this Agreement will be read and construed independently of the others and that all such restrictions are considered reasonable by the parties to this Agreement but, in the event that any such restriction is found or held to be void in circumstances where it would be valid if some part of it were deleted or the period, scope or distance of application reduced the parties to this Agreement agree that such restriction will apply with such modification as may be necessary to make it valid and effective and that any such modification will not affect the validity of any other restriction contained in this Agreement.

18. COMPANY PROPERTY

18.1 When your employment ends or at any other time that the Company asks, you must immediately return to the Company all documents, books, materials, records, correspondence, papers, information (on whatever media and wherever located) relating to our business or affairs or any other property of the Company's which may be in your possession or under your control and relate in any way to the Company.

18.2 On termination of your employment with the Company you must irretrievably delete any information relation to the Company's business stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the Company's premises.

18.3 Upon request, you shall sign a written statement to confirm that you have complied fully with your obligations under this Clause 18 together with such reasonable evidence of compliance as we may request.

19. DATA PROTECTION

19.1 We will collect and process information relating to you in accordance with the privacy notice which is attached to this agreement. You are required to sign and date the privacy notice and return to Central Services.

19.2 You 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 ours.

19.3 Failure to comply with the Data Protection Policy may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

20. TRAINING

The Company may request an employee to complete obligatory training at any time during their employment. You will be required to undertake relevant health and safety training including security training.

It is at the Company's discretion as to whether any training is paid for by the Company or the employee.

If the Company pays for external training, or training to be delivered to you by an external trainer but on the Company's premises you will be advised of the cost of that training and should your employment terminate during the following twelve months as a result of you submitting your notice or as a result of being terminated by the Company on the grounds of misconduct or capability or due to you no longer being able to fulfil

your contractual duties, then you agree to repay to the Company on a sliding scale as set out below the cost of such training:-

Termination Date	Repayment of Training Costs
Within one month of receiving training	12/12
Within two months of receiving training	11/12
Within three months of receiving training	10/12
Within four months of receiving training	9/12
Within five months of receiving training	8/12

And so on, so that if your employment terminates within 12 months of receiving training 1/12 of the cost of such training should be paid by you to the Company.

You agree that such repayment of training costs may be deducted from your final salary or from any outstanding money due to you. Any training costs remaining unpaid after such deduction shall be a debt owing by you to the Company.

21. VARIATION

In order to meet changing business needs, the company reserves the right to vary the terms of this agreement nevertheless.

22. FURTHER PROVISIONS

22.1 There are no Collective Agreements that directly affect the terms and conditions of your employment.

22.2 The terms and conditions set out in this Employment Agreement and the Schedule and documents referred to, supersede all previous verbal or written agreements between you and the Company and apply from the date that your employment in this role commenced. Where referring to a scheme, policy or procedure the Company means the scheme in force from time to time including any amendments.

22.3 This Agreement meets the Company's legal obligation to give you a written statement of your terms and conditions of employment under Section 1 of the Employment Rights Act 1996.

22.4 Copies of all schemes, policies and procedures referred to in these terms and conditions can be obtained from the Intranet and you should familiarise yourself with their terms so that you know precisely what rights they give to you and what the

Limitations are on those rights. For the avoidance of doubt such policies and procedures are not contractual.

23. APPLICABLE LAW

23.1 These terms and conditions are governed by and construed in accordance with English law.

SIGNED BY EMPLOYEE:

PRINT NAME:

DATED:

SIGNED AND APPROVED BY:

PRINT NAME:

POSITION:

DATED: