

Dated

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- (1) **WASP MANAGEMENT SOFTWARE LIMITED**
  
- (2) **ALEXANDER DAVIS**

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**SERVICE AGREEMENT**

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**CMS Cameron McKenna LLP**  
**Mitre House**  
**160 Aldersgate Street**  
**London EC1A 4DD**

**T +44(0)20 7367 3000**

**F +44(0)20 7367 2000**

**Ref: SUKK/JPG/0X4055.01164**

THIS EMPLOYMENT AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

- (1) **WASP MANAGEMENT SOFTWARE LIMITED**, a company registered in England under number 7745721, whose registered office is at Precedent Drive, Rooksley, Milton Keynes, Buckinghamshire, MK13 8PP (the “Company”); and
- (2) **ALEXANDER DAVIS** of [REDACTED] (the “Executive”).

**NOW IT IS HEREBY AGREED** as follows:

**1. Interpretation**

- 1.1 In this agreement the following words and expressions shall, unless the context does not so admit, have the meanings respectively ascribed to them:

“**Appointment**” means the appointment of the Executive as described in clause 2.1 of this agreement (or, where the context so requires, the period during which such appointment subsists)

“**Board**” means the Board of Directors of the Company or a duly constituted committee thereof

“**Board Approval**” means a consent or approval which the Board has resolved to give (and which may at the discretion of the Board be subject to conditions) and of which notice in writing signed by a director or the secretary of the Company has been given to the Executive

“**Client**” means any person, firm, company or other organisation with whom any goods or services shall have been supplied by the Group in the period of 12 months immediately preceding the Termination Date and with whom or on whose account the Executive shall have dealt in the performance of his duties during such period

“**Effective Date**” means the date of this agreement

“**Group**” means together the Company, and every company which is for the time being a subsidiary of the Company

“**Group Company**” means a company for the relevant time being comprised within the Group

“**HMRC**” means Her Majesty’s Revenue and Customs

“**Index Linked**” in relation to any figure shall mean such figure as increased (but not decreased) by a percentage thereof equal to the percentage increase (if any) in the All Items Retail Prices Index published by the Office for National Statistics (or equivalent if replaced) from the commencement to the end of the period since when such figure was last adjusted

“**Intellectual Property**” means:

- (i) trade secrets and Confidential Information (as defined in clause 12.2);
- (ii) patent applications or patents, author certificates, inventor certificates, utility certificates, improvement patents and models and certificates of addition, including any divisions, renewals, continuations, re-filings, confirmations-in-part, substitutions, registrations, confirmations, additions, extensions or reissues of any such thing;

- (iii) copyright, design rights, topography rights and database rights, whether registered or unregistered (including any applications for registration of any such thing), including rights in Software;
- (iv) trade or service mark applications or registered trade or service marks, registered protected designations of origin, registered protected geographic origins, re-filings, renewals or reissues of any of the above, unregistered trade or service marks, logos, get up and company names in each case with any and all associated goodwill,  
  
in each case including any similar or analogous rights to any of the above, whether arising or granted under the law of England or any other jurisdiction; and
- (v) any materials whatsoever containing copyright works, Software, trade secrets or Confidential Information

**“Key Employee”** means anyone who is employed by or renders services personally to the Company and/or any Group Company at managerial level or above who has:

- (i) material responsibility for customers of the Company and/or any Group Company;
- (ii) influence over customers of the Company and/or any Group Company; or
- (iii) confidential information

and who is employed by or rendering services to the Company and/or any Group Company at the termination date and with whom the Executive had material dealings during the last 12 months of his employment

**“Prospective Client”** means any person, firm, company or other organisation to whom a presentation or other approach shall have been made by the Group or with whom negotiations shall have taken place with a view to obtaining the business of that person, firm, company or other organisation on behalf of the Group and in which presentation, approach or negotiations the Executive was involved in the 6 months immediately preceding the Termination Date or in respect of which person, firm company or organisation the Executive otherwise had material contact in the performance of his duties during that period

**“Restricted Products and Services”** means software and hardware products and related services which are the same as or of a similar kind to those which have been dealt in or supplied by you in the course of your duties for the Group in the 12 months immediately preceding the Termination Date

**“Securities”** means stocks, shares, loan stock, bonds and debentures

**“Software”** means any and all computer programs in both source and object code form

**“Subscription Agreement”** means the share subscription and shareholders’ agreement dated and made between (inter alia) the Executive, the Company, LDC and the Plan (as defined therein)

**“Termination Date”** means the date on which the Appointment actually comes to an end whether by the act of one party or by agreement or by operation of law

**“Territory”** means the area constituting the market of the Group for software and hardware products and other related services in the period of 12 months immediately preceding the Termination Date and with which the Executive was concerned during the period of 12 months immediately preceding the Termination Date

- 1.2 The expressions “subsidiary” and “holding company” bear the same meanings in this agreement as they respectively bear in the Companies Act 2006.
- 1.3 References to any statute, statutory provision or other legislation include a reference to that statute, statutory provision or legislation as amended, extended, re-enacted, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision or legislation and in force at the relevant time.
- 1.4 Reference in this agreement to the singular includes a reference to the plural and vice versa and reference to the masculine includes a reference to the feminine and neuter and reference to a person shall include a reference to any company as well as any legal or natural person.
- 1.5 The construction of this agreement is not to be affected by any heading.
- 1.6 References in this agreement to clauses and sub-clauses are, unless otherwise specified, reference to clauses and sub-clauses of this agreement.
- 1.7 This agreement may be executed in more than one document or counterpart each in like form, all of which taken together shall constitute one document, and either party may execute this agreement by signing any one or more of such documents or counterparts.
- 1.8 This agreement and any non-contractual obligation arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with this agreement or its subject matter.

## **2. Appointment**

- 2.1 The Company hereby appoints the Executive, and the Executive hereby agrees to act and serve, as a managing executive of the Company and for the time being to hold the executive office of Chief Technology Officer of the Company. The Appointment shall commence on the Effective Date and, subject as provided in clause 14.1, shall continue until the Appointment shall be terminated by the Executive giving to the Company not less than 6 calendar months’ notice in writing and the Company giving to the Executive not less than 12 months’ notice in writing.
- 2.2 The Executive hereby warrants and undertakes to the Company (in the knowledge that the Company is relying on the same in agreeing to enter into this agreement) that (a) by virtue of entering into this agreement and carrying out his duties hereunder he is not, and will not be, in breach of any terms, express or implied, of any other contract of employment or like contract (whether past or now subsisting) and will not be liable to any action relating to any such contract, (b) he is (or will as on and from the Effective Date be) free to take up the Appointment on the terms set out in this agreement and does not require any work permit or similar permission from H.M. Government to take up or continue this Appointment, (c) he is not (or will not as on and from the Effective Date be) subject to any restriction which will hinder or restrict him from performing any duties which he is or may be required to perform hereunder, (d) he has no criminal convictions and has never been disqualified from being a company director and (e) the information contained in his curriculum vitae (in the form supplied to the Company) is true and accurate and not misleading.
- 2.3 The Board shall be entitled from time to time to appoint any other person or persons to act jointly with the Executive in the office which he then holds under this agreement or to change the Executive’s executive office or its responsibilities and powers as it shall think fit.

2.4 The Executive's employment with Workplace Systems International plc (company number 3966381) commencing on 9 February 2009 shall count towards the Executive's continuous period of employment with the Company.

### **3. Duties**

3.1 Throughout the Appointment the Executive shall:

3.1.1 devote the whole of his time, attention and ability both during normal business hours and during such other hours as may be requisite to the business of the Group giving at all times the full benefit of his knowledge, expertise, technical skill and ingenuity;

3.1.2 use his best endeavours to promote the interests of the Group;

3.1.3 faithfully and diligently perform such duties (consistent with his position) and exercise such powers as may from time to time be assigned to or vested in him by, and obey the lawful directions of, the Board; and

3.1.4 at all times keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the Company or any Group Company (including about his own misconduct or that of others) and provide such information, written records and/or explanation as the Board may require. The Executive and the Company acknowledge their understanding that Regulations 4(1) and (2), 6(1), (2) and (7), 10(1), 11(1) and (2) and 12(1) of the Working Time Regulations 1998 do not apply in relation to the Executive's employment as a managing executive under this Agreement.

3.2 Throughout the Appointment the Executive will, if required, accept office with or secondment to any Group Company and, in such event, the Executive shall carry out his additional duties as if they were duties to be performed by him on behalf of the Company and the obligations contained in this agreement shall apply (with all necessary changes) as if all references to "the Company" were references to the relevant Group Company.

3.3 The Executive shall perform his duties principally from such place(s) in the United Kingdom as the Board may from time to time stipulate and shall, if called upon to do so and without any further remuneration other than is herein mentioned, perform his duties hereunder at such premises outside the United Kingdom at which the Company or any Group Company operates from time to time as the Company may in its absolute discretion from time to time require.

3.4 The Executive shall, save as to those interests set out in Schedule 1, work exclusively for the Company and the Group and therefore shall not at any time during the Appointment, save with the approval of the Remuneration Committee, be concerned with or engaged in any other business, trade, profession or occupation or hold any private or public office or serve in a voluntary or charitable organisation (whether or not in competition with that of any Group Company). The expression "concerned with or engaged in" shall, without limitation, mean as an employee, advisor, principal, partner, consultant, contractor, director, shareholder or otherwise. The Executive may, however, for investment purposes own or be beneficially interested in any securities of any limited company if such class of securities is quoted on a recognised investment exchange (as defined in Part XVIII of the Financial Services and Markets Act 2000) and the Executive together with his immediate family neither holds nor is beneficially interested in more than 3% in amount of all the issued securities of that company.

### **4. Remuneration**

4.1 During the Appointment the Executive shall be paid (subject as provided in clause 11) a salary (the "Fixed Salary"). The Fixed Salary shall be deemed to accrue from day to day and shall be

payable in equal monthly instalments on or about the last week of each calendar month. The Fixed Salary shall initially be at the rate of £110,000 a year. Any further increase in the Fixed Salary shall be at the discretion of the Remuneration Committee who shall review the same once in every period of 12 months commencing

- 4.2 In addition to the Fixed Salary, in respect of each complete financial year of the Company throughout which the Appointment subsists commencing with the year ending the Executive shall be considered for a discretionary bonus ("Bonus") which shall be calculated and paid as determined by the Remuneration Committee from year to year and notified in writing to the Executive.
- 4.3 The Fixed Salary and any applicable Bonus for the year shall be the full extent of the Executive's entitlement to monetary remuneration from the Company and the Group, including any fees receivable as a director or other officer of the Company or any Group Company.
- 4.4 In the event that either the Company or the Executive gives notice to terminate the Appointment, or the Appointment shall cease for any other reason, the Executive shall not be considered for any Bonus either in respect of the financial year during which notice was given, or in respect of any period thereafter.
- 4.5 The Company shall be entitled to deduct from any amount payable to the Executive under or in relation to this agreement (a) any amount required by law to be so deducted (including (without limitation) income tax and national insurance contributions) and (b) any amount for the time being due and owing by the Executive to the Company or any other Group Company.

## **5. Expenses**

- 5.1 The Executive shall be reimbursed by the Company for all reasonable travelling, entertainment and other out of pocket expenses which he may incur in the course of the performance of his duties hereunder in accordance with the Company's regulations from time to time in this respect including the production of reasonable evidence of the expenditure and its purpose, and the expense being reclaimed promptly.
- 5.2 Where the Company issues a company sponsored credit or charge card to the Executive he shall use such card only for those expenses which are reimbursable pursuant to clause 5.1. The Company reserves the right in its absolute discretion to withdraw the use of such card(s) from the Executive at any time without assigning any reason therefor.

## **6. Car and Mobile Phone**

- 6.1 The Company shall pay to the Executive a car allowance of £8,400 per annum to be paid monthly in arrears. Any such car allowance shall be taxable but shall not be taken into account for pension or life assurance benefits.
- 6.2 The Company shall provide a mobile telephone to the Executive and pay for line rental and telephone calls made solely in connection with the Company's business in respect of such mobile phone, such payment to be made upon production of such receipts or other evidence as the Company may require.

## **7. Pension**

- 7.1 The Group operates a Stakeholder Pension Scheme which all employees and Executives are eligible to join. All contributions made to the scheme will be made by deduction from net salary with tax relief claimed automatically by the pension company and the employee or Executive in the case of higher rate taxpayers.

7.2 The Company shall not have any liability to make any contributions to the Stakeholder Pension Scheme except in order to comply with any legal requirements.

## **8. Medical insurance**

8.1 If the Executive satisfies the standard cover conditions, the Company shall subscribe on behalf of and for the benefit of the Executive to a scheme providing benefits on such terms and conditions as the Company shall determine from time to time for medical and surgical treatment with such reputable provider as the Company may select from time to time.

8.2 If the Executive, by notice in writing to the Company, so elects, provided the Executive's spouse satisfies the standard cover conditions, the Company shall arrange for the spouse of the Executive to be admitted to membership of such scheme as is referred to in clause 8.1.

## **9. Insurance**

9.1 The Executive will be included (at the Company's expense) in the Company's group life insurance scheme, which insures the Executive's life for an amount equal to four times the Executive's annual salary. In the event of the Executive's death this sum will be paid under the terms of a discretionary trust.

## **10. Holidays**

10.1 In addition to the usual public holidays, the Executive shall be entitled to 25 working days' paid holiday in every complete year of employment excluding normal bank and public holidays. Board Approval shall be required before the Executive takes any such holiday (and the Board may decline to give such approval if in its opinion the time or times proposed by the Executive are not convenient).

10.2 Holiday entitlement not taken during the year to which the same relates may not, save with Board Approval, be carried forward.

10.3 Holiday entitlement shall be deemed to accrue at the rate of 2.08 working days for each complete month of employment. The Executive shall be entitled to receive 1/260<sup>th</sup> of the Fixed Salary at the rate for the time being current for each working day's holiday entitlement accrued but not taken as at the date on which the Appointment terminates.

## **11. Incapacity**

11.1 If at any time during the Appointment the Executive shall, by virtue of mental or physical ill-health or accident, be prevented from performing all or substantially all his duties hereunder or from attending at his normal place of work ("Incapacity"), he shall (insofar as he is then able) promptly notify the Company of such fact and provide to the Company such evidence of such Incapacity and the cause thereof and such other information relating thereto as the Company may from time to time require.

11.2 Incapacity shall not operate so as to prejudice the Executive's continuing right to receive the Fixed Salary and other benefits to which he is entitled pursuant to this agreement unless Incapacity subsists either for a continuous period of 26 or more weeks in any period of 12 months or for periods which, in any one period of 12 months, aggregate 26 or more weeks, in which event (upon the expiry of such period of 26 weeks) the Executive shall have no further entitlement to the Fixed Salary and other benefits as aforesaid and accordingly any further payment or provision of all or any of the same shall be at the discretion of the Company unless and to the extent that the Company receives payments in respect of the Executive under PHI Cover. All such payments shall be inclusive of any statutory sick pay payable.

- 11.3 Whilst any Incapacity subsists, the Company may deduct from any payments (whether mandatory or discretionary) which it is proposing to make to the Executive all state benefits which the Executive would be entitled to receive by virtue of such Incapacity.
- 11.4 Where the Incapacity of the Executive has or may have been occasioned by the actionable negligence of a third party in respect of which damages are or may be recoverable, the Executive shall forthwith notify the Company of that fact and of any claim, compromise, settlement or judgment made or awarded in connection therewith and shall give to the Company all such particulars of all such matters as the Company may reasonably require and shall refund to the Company any damages that are awarded and paid for loss of earnings for the period of the Incapacity provided that such payment does not exceed the amount of damages or compensation actually recovered by the Executive under that head of loss, compromise, settlement or judgment after meeting a rateable share of any irrecoverable legal costs payable by him. In no event shall such payment exceed the payments actually made by the Company to the Executive in respect of the period of Incapacity.
- 11.5 If the Executive is or may be suffering from a mental disorder and he is admitted to hospital for treatment (voluntarily or otherwise) of that condition or an order is made by a court of competent jurisdiction in matters concerning mental capacity or disorder for the Executive's detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs ("**Curatorship**"), his appointment to all executive or other offices in or on behalf of the Group shall be suspended for the duration of his treatment, detention or Curatorship (as the case may be), and the Company shall be at liberty to appoint a substitute. This shall be without prejudice to the Executive's entitlement, if any, to receive Fixed Salary and other benefits under clause 11.2 above or the power of the Company to terminate this Agreement under clause 15.

## **12. Confidentiality**

- 12.1 The Executive shall not either during the Appointment (otherwise than in the proper performance of his duties) or at any time thereafter, save with Board Approval, divulge to any person or use for the benefit of himself or any other person (other than the Group) any Confidential Information (as defined in clause 12.2).
- 12.2 For the purposes of this agreement the expression "Confidential Information" means, in relation to each and every Group Company, any information (whether or not in written form) not generally available to persons outside the relevant company or the Group which relates to all or any of: (a) its past, present or projected goods and services; (b) its business methods, know-how, past, present or projected research and development or marketing strategies (including any information technology created or tailored for use by the Company or any Group Company); (c) its formulae, designs, discoveries or other trade secrets; (d) its past, present or potential suppliers or customers, including their identity, key employees, process and discounts; and (e) its assets, liabilities, profitability, costs, prices, pricing policy or its financial position or affairs generally; but so that information which comes into the public domain in the form in which it is possessed by the relevant Group Company (other than by virtue of unauthorised disclosure of the same by the Executive) shall not (as from the time it enters the public domain in such form) constitute "Confidential Information".
- 12.3 The Executive shall not during the continuation of the Appointment make (otherwise than for the benefit of the Company or any Group Company) any notes, memoranda, tape recordings, films, photographs, plans, drawings or any form of record relating to any Confidential Information within the scope of the business of the Company or any Group Company or concerning any of the dealings or affairs of the Company or any Group Company.

### **13. Intellectual Property**

- 13.1 In view of the fact that the business of the Company and of any Group Company consists in part in the development and exploitation of inventions, techniques and methods and other intellectual property and that it is the Executive's responsibility to further the interests of the Company and any Group Company, the Executive agrees that if at any time during the Appointment (whether before or after the date hereof but after he became an employee of the Company) the Executive makes or discovers or participates in the making or discovery of any Intellectual Property (and whether or not made or discovered in the course of his employment by the Company) in connection with or in any way affecting or relating to the business of the Company or of any Group Company or capable of being used or adapted for use therein or in connection therewith, the Executive shall:
- 13.1.1 forthwith disclose to the Company full details of the Intellectual Property;
  - 13.1.2 the Intellectual Property shall belong to and be the absolute property of the Company or such Group Company as the Company may nominate for the purpose;
  - 13.1.3 in consideration of the salary and other benefits payable to the Executive hereunder, the Executive hereby assigns to the Company, by way of present and future assignment, all proprietary and intellectual property rights in and to all materials made, developed, written, generated or otherwise created by the Executive during his employment hereunder to hold the same to the Company absolutely throughout the world; and
  - 13.1.4 if and whenever required so to do (whether during or after the termination of the Appointment), at the expense of the Company apply or join in or appoint the Company as his agent with full powers for the purposes of applying for letters patent or other equivalent protection in the United Kingdom or any other part of the world for the Intellectual Property and execute all instruments and do all things necessary for vesting the said letters patent or other equivalent protection when obtained and all right, title and interest to and in the same in the Company (or its nominees) absolutely and as sole beneficial owner or in such other person as the Company may require.
- 13.2 The Executive hereby irrevocably and unconditionally waives his moral rights under the Copyright Designs and Patents Act 1988 or any other relevant legislation of a similar nature in relation to Intellectual Property belonging to the Company or any Group Company.

### **14. Summary Termination**

- 14.1 The Company may, by written notice to the Executive, terminate the Appointment summarily and forthwith at any time without prior notice or payment in lieu of notice if the Executive shall:
- 14.1.1 commit any serious, persistent or material breach (whether by one or several acts or omissions) of his obligations under this agreement or his duties as a director of the Company or any other Group Company;
  - 14.1.2 be guilty of serious misconduct or any other conduct calculated to affect prejudicially the interests of the Company or the Group;
  - 14.1.3 be convicted of a criminal offence (other than a motoring offence for which he is not sentenced to a term of suspended or immediate imprisonment);
  - 14.1.4 cease to hold any qualification, licence or other authority required (whether by statute or otherwise) for the proper performance of his duties under this agreement;

- 14.1.5 be disqualified from being a company director;
  - 14.1.6 be in material breach of any of the warranties contained in clause 2.2 or in the Subscription Agreement;
  - 14.1.7 suffer Incapacity for a period or periods so that the Company is, pursuant to clause 11, no longer obliged to pay remuneration to the Executive (ignoring for this purpose any obligation to pay remuneration in circumstances where the Company receives a payment in respect of the Executive under PHI Cover);
  - 14.1.8 become bankrupt or make any composition or enter into any deed of arrangement with his creditors;
  - 14.1.9 prove to be, in the opinion of the Board, incompetent; or
  - 14.1.10 resign his office as a director of the Company.
- 14.2 If the Company has any grounds to believe it may have a right to terminate the Appointment pursuant to clause 14.1 it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Executive on the Fixed Salary during the period of any enquiry or investigation into the circumstances giving rise to such belief. If the Executive shall be so suspended, he shall be entitled to no Bonus either in respect of the financial year during which such suspension commenced or in respect of any period thereafter.
- 14.3 If the Company terminates the Appointment pursuant to clause 14.1 then the Executive shall not have any claim against the Company by virtue thereof but such termination shall not operate so as to prejudice any claim which the Company or any other Group Company may then (or subsequently) have against the Executive.

## **15. Further provisions concerning termination**

- 15.1 If, pursuant to clause 2.1, the Company or the Executive gives notice to terminate the Appointment (and the Company does not exercise its rights under clause 15.6), then the Company may, during the notice period (but subject to its continuing to pay the Executive the Fixed Salary and other benefits except for any Bonus attributable to the notice period) impose upon the Executive by written notice all or any of such requirements as are referred to in clause 15.2 and the Executive shall observe and comply with the same to the extent so imposed.
- 15.2 The requirements referred to in clause 15.1 are:
- 15.2.1 that the Executive shall not attend at his place of work and/or enter upon any of the premises of the Company or any other Group Company and the Company will not be obliged to provide him with any work although it may in its absolute discretion assign to the Executive from time to time such appropriate tasks or projects to be carried out by him at home;
  - 15.2.2 that the Executive shall not (without prejudice to the continuing effect of clause 3.4) carry out any duties, provide any services or exercise any of the powers imposed upon him or vested in him pursuant to this agreement;
  - 15.2.3 that the Executive shall resign forthwith without claim for compensation from any office (whether of director or otherwise) held by him in the Company or any other Group Company and if the Executive shall fail to tender such resignation, the Company shall be able to execute a resignation letter on his behalf in accordance with clause 21.5; and/or

- 15.2.4 that the Executive shall work for the Company in a different capacity or at a different location to that in which he is employed under this agreement.
- 15.3 Upon notice of termination of the Appointment (howsoever caused, including, for the avoidance of doubt, by reason of a repudiatory breach of the agreement by the Company) or at any time thereafter at the Company's discretion:
- 15.3.1 the Executive shall forthwith deliver up and return to the Company all property of the Company or any Group Company then in his possession or under his control including mobile phones and all documents which belong to the Company or any Group Company or contain any Confidential Information (and the Executive shall not retain any copies of any such documents);
- 15.3.2 the Executive shall have no further authority to bind or commit any Group Company or authorise or make any payment on its behalf;
- 15.3.3 any right which the Executive then has to use any credit, bankers, cheque or other similar cards or documents which the Company or any Group Company has authorised him to use shall automatically terminate (and the Executive shall forthwith deliver up and return all such cards and documents to the Company);
- 15.3.4 the Executive shall forthwith resign as a director and (if appropriate) other officer of the Company and of any Group Company without payment of or any claim for compensation.
- 15.4 The Executive shall not at any time after the Termination Date hold himself out as still being a director and/or employee of any Group Company or as having any authority to bind or otherwise commit any Group Company or as being (save only as a shareholder, if such be the case) otherwise connected in any way with the Group.
- 15.5 Termination of the Appointment hereunder howsoever and for whatever reason and whether lawfully or otherwise shall be without prejudice to any rights which have accrued to the Company at the time of termination or to the provisions of clause 13 which shall remain in full force and effect.
- 15.6 The Company reserves the right exercisable in its absolute discretion to pay the Executive his Fixed Salary and the cost to the Company of its pension contribution only in lieu of some or all of the required period of notice (but without prejudice to the Company's rights under clause 14 of this agreement) and it is expressly agreed and declared that such payment in lieu of notice (whether such notice shall have been given by the Company or the Executive) shall not constitute a repudiation of this agreement. Such payment shall be made under deduction of PAYE income tax and employees' National Insurance Contributions.
- 16. Post termination restrictions**
- 16.1 The Executive undertakes to the Company (for itself and as agent and trustee for each Group Company from time to time) that he shall not directly or indirectly on his own or any other person's behalf:
- 16.1.1 for 6 months after the end of his employment solicit or approach any person for the purpose of offering to supply (or procure the supply of) goods or services in competition with those then sold or supplied by a Group Company where that person was one:
- (a) to whom he sold or supplied (or arranged for the sale or supply of); or

- (b) whom he approached with a view to selling or supplying, or with whom he had dealt with a view to obtaining orders for

those goods or services on behalf of a Group Company during the 6 months before the end of his employment.

- 16.1.2 for 6 months after the end of his employment entice, solicit or procure (or endeavour to do so):

- (a) any person who is at the date of termination a Key Employee of a Group Company; or
- (b) any person who is at the date of termination of his employment a supplier, distributor, agent or other person in the habit of dealing with the Company or a Group Company to terminate, vary, breach or not renew his contract or arrangements with the Company or a Group Company

where that person in paragraph (a) above was one with whom or which the Executive had material contact during the 6 months before the end of his employment and where that person in paragraph (b) above was one with whom or which the Executive had been actively involved during the 6 months before the end of his employment or if the Company imposes on the Executive any of the restrictions contained in clause 15.2, before the date those restrictions are imposed;

- 16.1.3 for a period of 6 months after the end of his employment have any business dealings with or contract for the supply of Restricted Products and Services with any Client or Prospective Client.

16.2 For 6 months after the cessation of his employment the Executive shall not be concerned with or engaged in any business in competition with the Company or a Group Company (other than in a part of that business which does not engage in business and activities competitive with those in which the relevant Group Company is engaged at the date of such cessation) in which the Executive was actively involved during the last 6 months of his employment or if the Company imposes on the Executive any of the restrictions contained in clause 15.2, before the date those restrictions are imposed within the Territory.

16.3 After the end of his employment the Executive shall not disclose information of such nature that disclosure of it to a competitor of any Group Company would be liable to cause real or significant harm to any Group Company's legitimate business interests.

16.4 Since the Executive may obtain in the course of his employment by reason of services rendered or offices held Confidential Information relating to any Group Company (not being the Company), and/or develop a relationship with its or their customers and/or employees, he agrees that he will at the request and cost of the Company enter into a direct agreement or undertaking with any such other Group Company whereby he will accept restrictions and provisions corresponding to the restrictions and provisions contained in this clause 16 (or such of them as may be determined by the Company as appropriate in the circumstances) in relation to such products, services and such area and for such period as such other Group Company may reasonably require for the protection of its legitimate interests.

## 17. Restrictions

The Executive accepts (after taking legal advice) that the restrictions upon him contained in this agreement are reasonable and necessary for the protection of the legitimate commercial interests of the Group. It is recognised that restrictions of the nature in question can fail for technical reasons and accordingly it is hereby agreed and declared that if any one or more of such

restrictions shall, either by itself or themselves or taken with others, be adjudged to be invalid as exceeding what is reasonable in all circumstances for the protection of the interests of the Group or any Group Company but would be valid if any particular restriction or restrictions were deleted or restricted or limited in a particular manner or if the period or area thereof were reduced or curtailed then the said restrictions shall apply with such deletion, restriction, limitation, reduction, curtailment or modification as may be necessary to make them valid and effective.

## **18. Reconstruction**

If the Executive's employment by the Company is terminated in connection with any reconstruction or amalgamation of the Company (whether by winding up or otherwise) or change of service provision where the Transfer of Undertakings (Protection of Employment) Regulations 2006 do not apply and:

- 18.1.1 the Executive receives an offer of employment with any company concerned with such reconstruction, amalgamation or sale; and
- 18.1.2 the offer is for employment of a similar nature (whether or not involving a change in status) and on terms generally no less favourable than those of his employment under this agreement;

then the Executive shall have no claim against the Company in respect of the termination of the Appointment.

## **19. Grievance and Disciplinary Matters**

If during the Appointment the Executive shall have any grievance concerning his employment by the Company he may apply in writing for his grievance to be considered by the Board and the Board shall consider his application and report to the Executive within two weeks of receipt of such application. Any disciplinary matters affecting the Executive will be dealt with by the Board. The Company's normal disciplinary rules and procedures are not applicable to the Executive.

## **20. Dealing in securities of client companies**

Except with prior Board Approval, the Executive will not at any time deal (within the meaning of Part V of the Criminal Justice Act 1993) or encourage any other person to deal in any investment (as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000) relating to a company that is a client of the Company (or another Group Company) or any company in any part of the world in which a client of the Company (or another Group Company), or any person who has been a client of the Company (or another Group Company) within the 18 months prior to any such dealing, so that they obtain a material interest. For this purpose a material interest shall mean the ability to control 3% or more of the voting rights of the company.

## **21. General**

- 21.1 This agreement is in substitution for and supersedes all previous contracts of service and/or other understandings between the Company or any other Group Company and the Executive relating to his employment by the Company (or any other Group Company) and the Executive and in particular the service agreement dated 9 February 2009 between the Executive and Workplace Systems International plc. The Executive acknowledges that he has no claim against the Company or any Group Company (or against any of their respective assets) arising under or out of any such contract or arrangement other than for accrued salary and bonus entitlements.

- 21.2 Insofar as the benefit of any provision in this agreement is expressed to extend to the Group or any Group Company the Company contracts as trustee for any other Group Company and (without prejudice to the Company's right to enforce any such provision both for itself and any other Group Company) any such other Group Company may enforce the same against the Executive. The Executive shall at any time (whether before or after the Termination Date) upon written request execute under seal directly with any other Group Company a deed in its favour provided that the same does not contain restrictions or other provisions which are more restrictive or onerous than those contained in this agreement.
- 21.3 Failure by the Company (or any other Group Company) to exercise any of its rights under this agreement shall not constitute or be deemed to constitute a waiver or forfeiture of such rights.
- 21.4 Nothing contained in this agreement shall supersede or impair the effect of any provision in the Subscription Agreement.
- 21.5 The Executive hereby irrevocably appoints the Company to be his authorised attorney to do all such things and to execute all such documents in his name and on his behalf as may be necessary to secure to it the full benefit and advantage of the rights arising under clauses 13, 15 and 16. In favour of a third party, a letter signed by any director or secretary of the Company certifying that anything or any document has been done or executed within the authority hereby conferred shall be conclusive evidence that such is the case.
- 21.6 Save as expressly provided herein the expiration or termination of the Appointment howsoever occasioned (including, for the avoidance of doubt, by reason of a repudiatory breach by the Company) shall not operate to affect such of the provisions hereof as in accordance with their terms are expressed to operate or have effect thereafter.
- 21.7 This agreement constitutes the whole and only agreement and understanding between the parties in relation to its subject matter and supersedes any previous agreement or understanding between the parties. It is agreed that no party has entered into this agreement in reliance on, and each party unconditionally waives any claims in relation to, any statement, representation, warranty or undertaking which is not expressly set out in this agreement or any document referred to by this agreement and in the absence of fraud, no party shall have any remedy in respect of any untrue statement made, to it or its representatives or agents, prior to this agreement being entered into and on which it or they relied other than representations, warranties or undertakings set out in this agreement.

## **22. Notices**

- 22.1 Notices given under this agreement shall be in writing.
- 22.2 Notices to the Executive shall be given by being delivered personally to the Executive, delivered to the last known address of the Executive or sent by post to such address.
- 22.3 Notices to the Company shall be given by being delivered or sent by post to the registered office of the Company for the relevant time being, any such notice to be marked "For the attention of the Chief Executive".
- 22.4 Notices given by post shall be sent by first class post and shall be deemed to have been given 48 hours after the time of posting. In proving service of any such notice it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
- 22.5 Notices given in any other manner shall be deemed to have been given upon delivery.

**IN WITNESS** of which the parties have signed this instrument as a deed and have delivered it upon dating it.

## **Schedule 1**

### **Executive's Interests**

1. Director of Alex Davis Associates (dormant company) (0 hours per month).
2. Committee member of local church finance and property committee (5 hours personal time monthly).

Executed as a deed by )  
**WASP MANAGEMENT SOFTWARE** )  
**LIMITED** )  
on being signed by: ) .....  
..... ) Director  
in the presence of: )

Signature of witness: .....

Name: .....

Address: .....

.....

Occupation: .....

Signed as a deed by )  
**ALEXANDER DAVIS** )  
in the presence of: ) .....

Signature of witness: .....

Name: .....

Address: .....

.....

Occupation: .....