

Dated 8 December 2011

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**WASP MANAGEMENT SOFTWARE LIMITED**

**-and-**

**WIGAN RUGBY LEAGUE CLUB LIMITED**

**-and-**

**IAN FRANCIS LENAGAN**

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**CONSULTANCY AGREEMENT**

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

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**Ref: 0X4055.01164**

THIS CONSULTANCY AGREEMENT is dated 8 December 2011

**BETWEEN:**

- (1) **Wasp Management Software Limited**, (a company incorporated and existing in England and Wales and registered under number 7745721) whose registered office is at Precedent Drive, Rooksley, Milton Keynes, Buckinghamshire MK13 8PP (the "**Company**"); and
- (2) **Ian Francis Lenagan** of [REDACTED] (the "**Consultant**"); and
- (3) **Wigan Rugby League Club Limited**, a company registered in England and Wales whose address is the DW Stadium, Loire Drive, Robin Park, Wigan, WN5 0UH (the "**Employing Company**").

**RECITALS**

- (A) A recommended cash offer has been made by or on behalf of Wasp Management Software Limited pursuant to an offer document dated on or around the date of this Agreement (the "**Offer**") in relation to the acquisition of the entire issued share capital of Workplace Systems International plc. If the Offer becomes or (where permitted by the terms of the Offer) is declared unconditional in all respects within 60 days of the posting of the Offer Document, or such later date as may be permitted by the Panel on Takeovers and Mergers ("**Completion**"), the Consultant will receive valuable consideration under the Offer.
- (B) Wasp employed the Consultant until the termination of his employment with effect from Completion;
- (C) The Consultant is employed by the Employing Company;
- (D) The Company wishes to continue to benefit from certain skills and abilities of the Consultant, and the Employing Company has agreed to provide the Consultant's services to the Company and its Group Companies for the period contemplated by this Agreement;
- (E) The Company has offered and the Employing Company and the Consultant have accepted engagement, on the terms set out in this Agreement, to provide product development and product enhancement services to the Company.

**OPERATIVE PROVISIONS**

**1. Interpretation**

**1.1 In this Agreement:**

"**Board**" means the board of directors of the Company and includes any committee of such board duly authorised to act on its behalf;

"**Business Day**": means a day other than a Saturday, Sunday or public holiday in England when banks are open for business;

"**Capacity**" means as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity;

"**Consultancy Fee**" means the fee of £300,000;

**“Employment Contract”** means the service agreement dated 11 July 2000 between the Consultant and Wasp and which terminated by mutual consent under the terms of a severance agreement between the Consultant and Wasp dated on or about the date of this Agreement.

**“Group Company”** means any group undertaking (as defined in section 1161(5) of the Companies Act 2006) or associated undertaking (as defined in Schedule 6 Paragraph 19 of the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 (SI 2008/410)) of the Company or any joint venture to which the Company or any such group undertaking is a party.

**“Month”** means any period of one consecutive calendar month commencing on Completion or on any date which is the day after the end of the previous Month.

## 2. Commencement & Term

2.1 This Agreement shall commence on the first date after Completion, or if that is not a Business Day, on the next Business Day, (the **“Commencement Date”**) but the commencement of the Services shall commence 31 days after the Commencement Date and this Agreement shall thereafter continue:

2.1.1 until the date 18 Months after the Commencement Date, when it shall terminate automatically without notice; or

2.1.2 until terminated earlier by the Company in accordance with clause 11

(in either case, the **“Termination Date”**).

## 3. Services

3.1 Unless prevented by ill-health or accident and subject to the express provisions of this Agreement, the Employing Company will make the Consultant’s services available to the Company at the Company’s reasonable request from the Commencement Date and only when reasonably required by the Company (or as may be agreed in writing from time to time) for 50 days in any 18-month period on such product development and product enhancement and other related matters within the competence or experience of the Consultant as may from time to time be required by the Company (the **“Services”**).

3.2 The Employing Company and the Consultant shall provide the Services only in accordance with the directions of the Board and at the times that the Board may reasonably stipulate from time to time.

3.3 The Company shall supply whatever is reasonably required by the Consultant in order to carry out the Services under this Agreement.

3.4 Neither the Employing Company nor the Consultant shall have authority to commit the Company to any legally binding commitments or contracts whatsoever or to interfere in the running of the Company’s affairs or business.

3.5 Neither the Employing Company nor the Consultant shall have, and the Company expressly does not allow the Employing Company or Consultant to have, any right or authority to recruit any individuals into the employment of the Company.

- 3.6 Nothing in this Agreement (subject to clause 3.7) shall prevent the Consultant from being engaged, concerned or having any financial interest (in any Capacity) in any other persons, business, trade, profession or occupation during the period of this Agreement provided that he discharges his obligations under this Agreement.
- 3.7 Notwithstanding the provisions of the foregoing clause 3.6, the Consultant shall not in any circumstances during the period of this Agreement be engaged, concerned or having any financial interest (in any Capacity) in any other persons, business, trade, profession or occupation which is or are similar to or in any way competitive with any of the businesses of the Company without the prior written consent of the Board, and the covenants set out in clauses 8.2 shall also be binding upon the Consultant during the period of the consultancy hereunder save to the extent the Board agrees otherwise or is required by virtue of the proper performance of the Services hereunder.

#### **4. Fees & Expenses**

- 4.1 Subject only to clause 4.4, the Company shall pay the Employing Company the Consultancy Fee in equal monthly instalments of £16,666.66 on the 15th of each calendar month (or if that is not a Business Day, on the next Business Day) after the Commencement Date in consideration of the Services.
- 4.2 Subject only to clause 4.4, if the Company terminates this Agreement for any reason, and/or in the event of the death of the Consultant, then within 14 days of the Termination Date or the Consultant's death, it will pay to the Employing Company the balance of the Consultancy Fee not already paid (and in such circumstances the full outstanding balance is to be payable without deduction, set off or counterclaim or other withholding or reduction for accelerated receipt or otherwise and without the Employing Company or the Consultant (where applicable) being obliged to mitigate in any way) and the Company shall not thereafter be liable for any further payments to the Employing Company or to the Consultant.
- 4.3 Subject only to clause 4.4, the Consultancy Fee is to be payable whether or not the Company, in fact, calls on the Consultant's skills and services and is payable even if the Consultant is personally not able to provide the Services due to illness or incapacity.
- 4.4 Without prejudice to the foregoing provisions of this clause 4, if the Consultant or the Employing Company is in fundamental breach of this Agreement (such as would constitute a repudiatory breach of it) and the Company as soon as reasonably practicable accepts and communicates acceptance of the same to the Employing Company and the Consultant, the balance of the Consultancy Fee not already paid shall not be payable by the Company and the Company shall not be liable to the Consultant or the Employing Company for any further payments in respect of the Consultancy Fee.
- 4.5 The Company shall pay the Consultant's expenses reasonably and necessarily incurred in the provision of the Services on the condition that any such expenses have been notified to and approved in advance by the Company.

#### **5. Obligations**

- 5.1 The Services shall be performed by the Consultant on behalf of the Employing Company and the Employing Company and the Consultant agree to observe and perform the following obligations:

- 5.1.1 the Consultant on behalf of the Employing Company shall carry out the duties in an expert and diligent manner and to the best of his ability, promptly and faithfully comply with and observe all lawful and proper requests which may be made by the Company (or by such other person or persons as it may nominate from time to time under this Agreement); and
- 5.1.2 throughout the term of this Agreement, the Employing Company and the Consultant will, when reasonably required, give to the Company such written or oral advice or information regarding any of the Services as the Company may reasonably require.
- 5.2 Neither the Employing Company nor the Consultant shall, at any time, make any untrue or misleading statement relating to the Company or any Group Company.
- 5.3 If the Consultant on behalf of the Employing Company is unable to carry out the Services due to illness or accident or is unavailable for any other reason he shall advise the Company of that fact as soon as reasonably practicable.
- 5.4 The Employing Company may appoint a substitute, agent or subcontractor or other person to perform the Services in place of the Consultant only if the Board has given its prior written consent.

## 6. Data protection

- 6.1 For the purposes of the Data Protection Act 1998 the Consultant and the Employing Company consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to the Consultant's engagement by the Company and / or any Group Company and / or any agent or third party nominated by the Company and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.

## 7. Consultant's warranty

- 7.1 Nothing in this Agreement shall render the Consultant an employee, agency worker, agent or partner of the Company and the Consultant will not hold himself out as such.
- 7.2 The Consultant shall indemnify the Company and any Group Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any claim made by the Consultant under the Agency Workers Regulations 2010.
- 7.3 The Consultant warrants to the Company to the best of his knowledge and belief that by entering into this Agreement and performing the Services, he shall not be in breach of any contract or other obligation and will be in compliance with all applicable laws.

## 8. Restrictions

- 8.1 The following definitions shall apply for the purposes of this clause 8 only.

**"Critical Person":** any person who was an employee, agent, director, consultant or independent contractor employed, appointed or engaged by the Company or any Relevant Group Company at any time within the Relevant Period who by reason of such employment, appointment or

engagement and in particular his/her seniority and expertise or knowledge of trade secrets or confidential information of the Company or any Group Company or knowledge of or influence over the clients, customers or suppliers of the Company or any Group Company is likely to be able to assist or benefit a business in or proposing to be in competition with the Company or any Relevant Group Company;

**“Relevant Customer”:** any person, firm, company or organisation who or which at any time during the Relevant Period is or was:

- (a) negotiating with the Company or a Relevant Group Company for the sale or supply of Relevant Products or Services; or
- (b) a client or customer of the Company or any Relevant Group Company for the sale or supply of Relevant Products or Services; or
- (c) in the habit of dealing with the Company or any Relevant Group Company for the sale or supply of Relevant Products or Services

and in each case with whom or which the Consultant was directly concerned or connected or of whom or which the Consultant had personal knowledge during the Relevant Period in the course of his employment under the Employment Contract or under this Agreement;

**“Relevant Group Company”:**

any Group Company other than the Company for which the Consultant has performed services under the Employment Contract or under this Agreement or for which he has had operational/management responsibility at any time during the Relevant Period;

**“Relevant Period”:** the period of 12 months immediately before Termination Date;

**“Relevant Products or Services”:**

products or services in the workforce management systems sector which are of the same kind as or of a materially similar kind to or competitive with any products or services sold or supplied by the Company or any Relevant Group Company within the Relevant Period and with which sale or supply the Consultant was directly concerned or connected or of which he had personal knowledge during the Relevant Period in the course of his employment under the Employment Contract or under this Agreement;

**“Restricted Territory”:** Australia, the United Kingdom, Europe and the United States of America.

8.2 Subject to clause 8.6, the Consultant shall not without the prior written consent of the Company directly or indirectly and whether alone or in conjunction with or on behalf of any other person

and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise:-

- 8.2.1 within the Restricted Territory for the period ending on 31 December 2013 be engaged, concerned or interested in, or provide technical, commercial or professional advice to, any other business which supplies Relevant Products or Services in competition with the Company or any Relevant Group Company provided that this restriction does not apply to prevent the Consultant from holding shares or other securities in any company which is quoted, listed or otherwise dealt in on a recognised investment exchange or other securities market and which confer not more than three per cent of the votes which could be cast at a general meeting of such company;
- 8.2.2 within the Restricted Territory for the period ending on 31 December 2013 be engaged, concerned or interested in any business which at any time during the Relevant Period has supplied Relevant Products or Services to the Company or any Relevant Group Company or is or was at any time during the Relevant Period a Relevant Customer of the Company or any Relevant Group Company if such engagement, concern or interest causes or would cause the supplier to cease or materially reduce its supplies to the Company (or any Relevant Group Company as the case may be) or the Relevant Customer to cease or materially to reduce its orders or contracts with the Company or any Relevant Group Company;
- 8.2.3 for the period ending on 31 December 2013 so as to compete with the Company or any Relevant Group Company canvass, solicit or approach or cause to be canvassed, solicited or approached by any Relevant Customer for the sale or supply of Relevant Products or Services or endeavour to do so;
- 8.2.4 for the period ending on 31 December 2013 so as to compete with the Company or any Relevant Group Company deal or contract with any Relevant Customer in relation to the sale or supply of any Relevant Products or Services or endeavour to do so;
- 8.2.5 for the period ending on 31 December 2013 solicit, induce or entice away from the Company or any Relevant Group Company or, in connection with any business in or proposing to be in competition with the Company or any Relevant Group Company, employ, engage or appoint or in any way cause to be employed, engaged or appointed a Critical Person whether or not such person would commit any breach of his or her contract of employment or engagement by leaving the service of the Company or any Relevant Group Company;
- 8.2.6 use in connection with any business any name which includes the name of any Group Company or any colourable imitation of it.
- 8.3 Each restriction in clause 8.2 (whether drafted separately or together with another) is independent and severable from the other restrictions and enforceable accordingly. If any restriction is unenforceable for any reason but would be enforceable if part of the wording were deleted, it will apply with such deletions as may be necessary to make it valid and enforceable. The Company may transfer or assign its rights under clause 8.2 to its successors in title. The Consultant may not transfer or assign any rights or obligations under clause 8.2.
- 8.4 If the Consultant breaches any of the provisions in this clause 8, the Company will be entitled by written notice to the Consultant to extend the period during which the provisions of clause 8 which have been breached apply by an equivalent period to that during which the breach or breaches have continued, such additional period to commence on the date on which the said period would have otherwise expired. The Consultant hereby agrees that if the Company so

extends the period of any such restriction, this will not prejudice the right of the Company to apply to the relevant Courts for injunctive relief in order to compel the Consultant to comply with the provisions of this clause 8 and/or for damages, as the case may be.

8.5 For the purposes of this clause 8, the Company has entered into this Agreement as agent for and trustee of all Relevant Group Companies.

8.6 For the avoidance of doubt nothing in this clause 8 will prevent the Consultant from undertaking any business activity and/or having any commercial interests outside of workforce management software including but not limited to software systems for sports performance management and/or performance analytics and/or education.

## 9. Confidential information

9.1 The Employing Company and the Consultant acknowledge that in the course of the provision of the Services the Consultant will have access to confidential information. The Employing Company and the Consultant will not disclose or use or cause to be disclosed or used, at any time during or subsequent to this Agreement, any secret or confidential information of the Company or any of its clients or customers or any other non-public information relating to the business, financial or other affairs of the Company acquired by the Consultant as a consultant to the Company except as required by the Company in connection with the Consultant's and the Employing Company's performance of the Agreement or as required by law.

9.2 All notes, computer disks and tapes, blackberrys, mobile phones, memoranda, correspondence, records, documents and other tangible items made, used or held by the Consultant in the course of providing the Services will be and remain at all times the property of the Company. At any time, whether prior to or upon the termination or expiration of this Agreement, the Consultant shall promptly on request deliver to the Company all such tangible items which are in his possession or under his control relating to the Company, its business affairs and clients and/or the Services and he may not make or retain copies.

## 10. Intellectual property

10.1 All intellectual property conceived or made by the Consultant in the course of providing the Services will belong to the Company and the Employing Company and the Consultant hereby assign and agree to assign all of his or their interest therein to the Company or its nominee. Insofar as they do not vest automatically by operation of law or under this Agreement, the Employing Company and the Consultant hold legal title in the rights and inventions on trust for the Company. Whenever requested to do so by the Company, the Employing Company and the Consultant will, at the Company's expense, execute any and all applications, assignments or other instruments which the Company deems necessary to give effect thereto.

10.2 The Employing Company and the Consultant acknowledge that, except as provided by law, no further fees or compensation other than those provided by this Agreement are due or may become due to them in respect of the performance of their obligations under this Clause 10.

## 11. Termination

11.1 The Company may terminate this Agreement at any time by giving to the Employing Company, with a copy to the Consultant, not less than 7 days' notice in writing.

11.2 In the event of the death of the Consultant, this Agreement will terminate with immediate effect and the relevant provision at clause 4.2 will apply.

**12. Personal agreement**

12.1 This Agreement is personal between the Company, the Employing Company and the Consultant, and no party may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other parties. Nothing in this Agreement is intended to confer on any person any right to enforce any terms of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

**13. Entire agreement**

13.1 This document contains the entire agreement of the parties. It may not be changed by oral agreement but only in writing, signed by both parties and in the case of the Company and the Employing Company no such agreement shall be binding upon it unless signed by a registered director.

**14. General**

14.1 In this Agreement, any reference to a statute includes any regulation, statutory instrument or other subordinate legislation made under it and, except where the contrary is stated or the context otherwise requires, includes any amendment, consolidation, re-enactment or replacement of the statute, regulation, statutory instrument or other subordinate legislation in whole or part for the time being in force.

14.2 This Agreement supersedes any previous agreement between the parties in relation to the matters dealt with it and represents the entire understanding between the parties. The Employing Company and the Consultant acknowledge and agree that they have not entered into this Agreement in reliance on any representation, warranty or undertaking which is not set out or referred to in this Agreement.

14.3 If any provision of this Agreement shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not be affected.

14.4 This Agreement may be executed in any number of counterparts, each of which, when executed shall be an original, and all the counterparts together shall constitute one and the same instrument

**15. Notices**

15.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the Company) its registered office for the time being and (in the case of the Employing Company) its registered office and (in the case of the Consultant) his last known address (and in the case of a notice to the Employing Company the Consultant must also be sent a copy), or by sending it by fax to the fax number notified by the relevant party to the other party. Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and
- (c) in the case of fax, at the time of transmission.

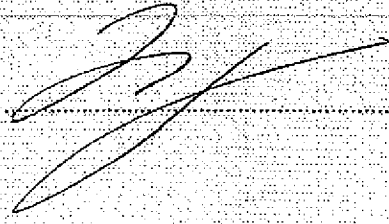
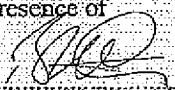
15.2 In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number of the relevant party.

**16. Governing law**

16.1 This Agreement, and any non-contractual rights or obligations 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 to this Agreement submit to the exclusive jurisdiction of the courts of England to settle any dispute that may arise out of or in connection with this Agreement or its subject matter.

IN WITNESS whereof this Agreement has been executed on the date first before written by the undersigned persons.

EXECUTED AS A DEED by )  
 IAN FRANCIS LENAGAN )  
 in the presence of )

Signature of witness  
 Name BRANDON RANSELM  
 Address ONE PLEET PLACE  
 LONDON  
 EC4M 7NS  
 Occupation of witness PARTNER

EXECUTED AS A DEED by  
WASP MANAGEMENT SOFTWARE  
LIMITED (the Company)  
on being signed by  
PAUL WRIGHT  
in the presence of

)  
)  
)  
)  
) Paul Wright  
) Director

Rhannon Ballinger  
Signature of witness  
Name RHANNON BALLINGER  
Address  
160 ADEWATE ST  
EC1A 4DD  
Occupation of witness DIRECTOR

EXECUTED AS A DEED by )  
WIGAN RUGBY LEAGUE CLUB )  
LIMITED (the Company) )  
on being signed by )  
 )

  
.....  
Director

in the presence of  
  
.....

Signature of witness  
Name BRANDON RANSELM  
Address ONE FLEET PLACE  
LONDON  
EC4M 7NS  
Occupation of witness PARTNER