

**Dated**

8 December 2011

---

**WorkPlace Systems International plc**

**-and-**

**Ian Francis Lenagan**

---

**SEVERANCE AGREEMENT**

---

WITHOUT PREJUDICE  
SUBJECT TO CONTRACT

**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: 0X4055.01164**

THIS SEVERANCE AGREEMENT is made the 8 day of December 2011

**BETWEEN**

- (1) **Workplace Systems International plc**, (a company incorporated and existing in England and Wales and registered under number 03966381) whose registered office is at Precedent Drive, Rooksley, Milton Keynes, Buckinghamshire MK13 8PP (the "**Employer**"); and
- (2) **Ian Francis Lenagan** of [REDACTED] (the "**Employee**").

**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 the Employer. 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 Employee will receive valuable consideration under the Offer.
- (B) The Employee is employed by the Employer and holds one or more offices and appointments in or on behalf of the Employer and any Group Company on the terms and subject to the conditions set out or referred to in a service agreement dated 11 July 2000 (the "**Employment Contract**") until the termination of his employment with effect immediately after Completion (the "**Departure Date**").
- (C) The Employee will be paid and receive all of his employment benefits as normal up to the Departure Date.
- (D) The Employee and the Employer have reached agreement that his employment and holding of any Group offices and appointments will terminate on the terms and conditions contained in this severance agreement (the "**Agreement**") and that this Agreement will settle all the Employee's claims against the Employer arising out of his employment or the termination thereof and loss of office. In these circumstances, the Employee could have claims against the Employer for unfair dismissal, wrongful dismissal and for discrimination because of his age (the "**Claims**").
- (E) The parties intend that this Agreement shall have effect as a statutory compromise agreement.
- (F) The Employer is entering into this Agreement without any admission of liability whatsoever.

**OPERATIVE PROVISIONS**

**1. Interpretation**

In this Agreement (unless the context indicates otherwise):

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

**"Company Car"**: a car provided to the Employee under the terms of his Employment Contract;

**"Confidential Information"**: all and any information known to the Employee or information of the Employer and/or Group or any of its or their customers, suppliers or agents to which the Employee has had access in the course of his employment with the Employer and/or Group

(whether or not recorded in documentary form or on computer disk or tape) which the Employer or the relevant Group Company regards as confidential or in respect of which it owes an obligation of confidentiality to a third party (excluding information forming part of the Employee's own stock in trade, information which is readily ascertainable to persons not connected with the Group without a significant expenditure of labour, skill or money and information which the Employee is entitled to disclose under the Public Interest Disclosure Act 1998);

**"Employees' Share Scheme"**: shall have the same meaning as in section 1166 of the Companies Act 2006;

**"Group"**: the Employer and each Group Company;

**"Group Company"**: 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 Employer or any joint venture to which the Employer or any such group undertaking or associated undertaking is a party;

**"HMRC"**: Her Majesty's Revenue and Customs; and

## 2. Condition Precedent

The parties agree that this Agreement and all the terms hereunder (save for any obligations of the parties in respect of this clause 2) are conditional upon Completion (the "**Condition**"). If the Condition shall not have been satisfied, then this Agreement shall terminate and be of no further force and effect and the parties shall be under no further obligation to each other in respect of this Agreement, except that the termination shall be without prejudice to any accrued rights or liabilities of either party.

## 3. Departure arrangements

- 3.1 The Employee's employment and offices and the Employment Contract will cease on the Departure Date by mutual consent.
- 3.2 The Employer will continue to pay the Employee and provide him with his entitlement to salary and other benefits under the Employment Contract as normal for the period ending on the Departure Date when (save as set out in this Agreement) all such entitlements will cease.
- 3.3 The Employee acknowledges and agrees that the termination of his employment by mutual consent on the Departure Date will not entitle him to notice or to any payment in lieu of his entitlement to one year's notice under clause 3.3 (*Appointment, term and notice*) of the Employment Contract.
- 3.4 The Employee shall be deemed to take any accrued holiday up to the Departure Date and accordingly shall not be entitled to any payment in lieu of accrued but untaken holiday as at the Departure Date.
- 3.5 The Employee shall enter into and be bound by irrevocable undertakings to accept the Offer in respect of all shares and options he holds in the Employer (the "**Irrevocable Undertakings**").
- 3.6 The Employee will submit on or before the Departure Date any outstanding claims he has for expenses reasonably and necessarily incurred by him and in the proper performance of his duties under the Employment Contract. The Employee's authority to incur further expenditure is hereby revoked.

- 3.7 The Employee shall on or before the later of the Departure Date or 3 January 2012 vacate and leave in good order the office currently provided to him by the Employer for his employment.
- 3.8 If the Employee has elected under the Employment Contract to receive a Company Car, he will return it together with all relevant documents and keys, on or before the Departure Date in good condition, fair wear and tear and reported accidents excepted. For the avoidance of doubt, if the Employee has not elected to receive a Company Car under the Employment Contract, the provisions of this clause 3.8 shall not apply.
- 3.9 Any contributions by the Employer in respect of the Employee's own personal pension plan will cease with effect from the Departure Date.
- 3.10 The Employee acknowledges and agrees that (save as expressly provided in this Agreement), he has no claim for or entitlement to salary or benefits, payment in lieu of notice or in lieu of untaken holiday or by way of reimbursement of expenses or as a bonus, commission, profit-sharing or other incentive payment or for shares pursuant to the holding or loss of any right under or in connection with any Employees' Share Scheme (or similar) against the Employer and/or Group or any person connected to it. The Employee also hereby acknowledges and agrees that save as expressly provided in this Agreement he has no claim for or entitlement to any allocation of shares or to any bonus or incentive payments payable in the future.
- 4. Employee's other obligations**
- 4.1 The Employee acknowledges that he is still bound by and hereby undertakes to comply with clause 15 (*Confidentiality*) of his Employment Contract and common law obligations of confidentiality.
- 4.2 The Employee agrees to return (and not retain or create whether by e-mail transmission or otherwise any copies of), all books, documents, papers, faxes (including copies), computer disks, tapes, materials, Confidential Information, fuel, credit or charge cards, security passes, keys, mobile telephones, Blackberries, facsimile machines, personal computers, laptop computers, other business equipment and any other property of or relating to the business(es) of the Employer and/or of the Group in the Employee's possession or under the Employee's control to the Employer's head office (or as the Employer otherwise directs) on or before the Departure Date. The Employee shall on or before the Departure Date inform the Employer of the passwords used by him on computers or any other equipment which are the property of the Employer and delete irretrievably from the hard drive of any computer or any other equipment owned or used by the Employee any information belonging to or relating in any way to the business(es) of the Employer and/or the Group.
- 4.3 The Employee hereby resigns from and for the sake of good order hereby agrees to sign and return to the Employer the letter of resignation from his directorship of the Employer and any and all other offices or appointments which he holds in the Group, which is attached to this Agreement at Schedule 2 (*Letter of Resignation*).
- 4.4 The Employee shall pay to the Employer on Completion any sums that he owes (whether by way of loan or otherwise) to the Employer or to any Group Company and the Employer shall pay to the Employee on Completion any sums that it owes to the Employee.
- 4.5 The Employee agrees (subject to his rights, if any, under the Public Interest Disclosure Act 1998) not to make or cause to be made any statement (whether of fact, belief or opinion) which directly or indirectly disparages, is inimical to or damages the reputation or standing of the Employer or the Group or any of its or their businesses or directors, officers, employees, agents, customers, suppliers or shareholders and the Employee also agrees not to disclose or cause to be disclosed to any person (save to the Employee's spouse or professional advisers (provided that

such persons are aware of and agree to maintain strict confidentiality of such matters) and HMRC or as required by law) the circumstances of his departure, the negotiations surrounding this Agreement, the fact of this Agreement or any of the contents of this Agreement.

- 4.6 After the Departure Date the Employee will provide reasonable co-operation with the Employer and/or the Group in connection with any internal investigation, the defence or prosecution of any current or future claim that may be made against, or by, the Employer or any Group Company, or in connection with any investigation or dispute or claim of any kind involving the Employer or any Group Company, to the extent such dispute or claim relates to services performed, or required to be performed by the Employee, knowledge possessed by the Employee, or any act or omission by the Employee. The Employee further agrees to perform all reasonable acts and to execute and deliver any documents that may be necessary to carry out the provisions of this clause 4.6.
- 4.7 The Employee agrees that he will procure that a signed copy of the certificate attached to this Agreement at Schedule 1 is provided to the Employer.
- 4.8 The Employer has entered into this Agreement on the condition that the Employee agrees to and abides by the provisions of Clause 5 (*Compromise of claims*) below. If the Employee or anyone on the Employee's behalf commences any claim or legal or arbitral proceedings of any nature (save for the purposes of enforcing the terms of this Agreement) against the Employer or any Group Company in any jurisdiction arising out of or in connection with his employment with the Employer, its termination or otherwise, the Employee shall pay the legal costs of the defendant / respondent incurred in the proceedings on an indemnity basis.

## 5. **Compromise of claims**

5.1 The Employee agrees that the arrangements set out in this Agreement shall constitute a binding statutory compromise agreement in full and final settlement of the Claims together with any and all other claims whether at common law, under statute, regulation or pursuant to European Community law or otherwise, which the Employee has or may in the future have (anywhere in the world, whether under English law or otherwise) against the Employer or any Group Company or any employee, agent, director or officer of any such company, whether relating to his employment under the Employment Contract, or its termination, or his holding or loss of office but at all times expressly limited to the following:

- 5.1.1 any claim for breach of contract or for wrongful dismissal, for pay or benefits in lieu of notice or damages for termination of employment without proper notice;
- 5.1.2 any claim for outstanding pay, accrued holiday pay, bonuses or commission;
- 5.1.3 any claim for unfair dismissal (whether actual or constructive);
- 5.1.4 any claim for a personal injury of which the Employee is aware, or ought reasonably to be aware, as at the date of this Agreement;
- 5.1.5 any claim relating to unauthorised deductions under section 13 of the Employment Rights Act 1996;
- 5.1.6 any claim for a redundancy payment, whether contractual or statutory and any claim for a protective award;
- 5.1.7 any claim of discrimination or victimisation or less favourable treatment on any ground including but not limited to sex, marital or civil partnership status, colour, race, nationality, ethnic or national origin, disability, equal pay, sexual orientation,

religion or belief, age, gender reassignment, trade union activities, trade union membership or non membership, status as a part-time or fixed-term employee or status as an employee representative;

- 5.1.8 any claim in respect of working time or holidays or rest periods;
- 5.1.9 any claim under the national minimum wage legislation; and
- 5.1.10 any claim in relation to protected disclosures, under the Employment Rights Act 1996 and the Public Interest Disclosure Act 1998.

The claims listed in clauses 5.1.1 to 5.1.10 together with the Claims are referred to in this Agreement as the “**Employment Claims**”. The Employee acknowledges that the Employer is relying on this clause 5 in entering into this Agreement and confirms that he will discontinue and/or refrain from instituting legal proceedings against the Employer or the Group or any employee, agent, director or officer of the Employer and/or the Group in respect of the Employment Claims.

5.2 The Employee warrants and confirms that:

- 5.2.1 prior to accepting the terms of this Agreement, he obtained advice from a relevant independent adviser, Simon Whysall of SNR Denton UK LLP (the “**Independent Adviser**”), as to the terms and effect of this Agreement and, in particular, its effect on his ability to pursue his rights before an employment tribunal following its signing;
- 5.2.2 the particular rights on which the Employee obtained advice from the Independent Adviser are the Employment Claims arising under the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Trade Union and Labour Relations (Consolidation) Act 1992, the Disability Discrimination Act 1995, the Employment Rights Act 1996, the National Minimum Wage Act 1998, the National Minimum Wage Regulations 1999, the Public Interest Disclosure Act 1998, the Working Time Regulations 1998, the Transnational Information and Consultation etc. Regulations 1999, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Information and Consultation of Employees Regulations 2004, the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006, the Employment Equality (Age) Regulations 2006 and the Equality Act 2010, (in each case as amended) (together referred to in this Agreement as the “**Employment Legislation**”);
- 5.2.3 so far as he is aware (having been advised by the Independent Adviser) all the claims which he has or may have against the Employer and/or the Group under the Employment Legislation are referred to in clause 5.1 above and that there are not any facts or matters which might give rise to the Employment Claims by the Employee which he does not waive;
- 5.2.4 the Employee is not aware of any illness, injury or other circumstances on the date of the signing of this Agreement that may give rise to a personal injury claim;
- 5.2.5 the Independent Adviser advised the Employee that there was in force, at the time he received the advice, a contract of insurance covering the risk of a claim by him in respect of any loss arising in consequence of that advice; and

5.2.6 the conditions regulating statutory compromise agreements entered into pursuant to the relevant provisions of the Employment Legislation are satisfied in relation to this Agreement.

**6. General**

- 6.1 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.
- 6.2 This Agreement may be executed in any number of counterparts, each in the like form, all of which taken together shall constitute one and the same document and any party may execute this Agreement by signing any one or more of such counterparts.
- 6.3 No variation of this Agreement shall be binding on any party unless and to the extent that the same is recorded in a written document executed by all parties.
- 6.4 This Agreement constitutes the whole and only agreement and understanding between the parties in relation to the termination of the Employee's employment. All previous drafts, agreements, understandings, undertakings, representations, warranties, promises and arrangements of any nature whatsoever between the parties with any bearing on the subject matter of this Agreement are superseded and extinguished, except insofar as any such thing is in terms repeated or otherwise reflected in this Agreement.
- 6.5 Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999 save that the Employer or the Group or any of its or their businesses or directors, officers, employees, agents, customers, suppliers or shareholders may enforce or rely upon the terms which are intended for their benefit in this Agreement.
- 6.6 This Agreement is marked "Without Prejudice" and "Subject to Contract". When the Agreement is signed by the Employer and the Employee and the Independent Adviser signs the Independent Adviser's certificate attached at Schedule 1, the Agreement will be treated as an open document evidencing a binding agreement.
- 6.7 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.

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

)  
)  
)



Signature of witness

Name BRANFON RANLEY

Address ONE FLEET PLACE

LONDON

CC 4 M DNS

Occupation of witness PARTNER

EXECUTED AS A DEED by  
WORKPLACE SYSTEMS  
INTERNATIONAL PLC (the Employer)  
on being signed by

)  
)  
)  
)  
)

Director

in the presence of

Signature of witness

Name

Address

Occupation of witness

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

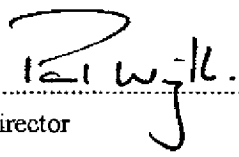
.....  
Signature of witness

Name .....

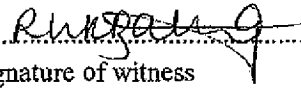
Address .....

.....  
Occupation of witness

EXECUTED AS A DEED by )  
WORKPLACE SYSTEMS )  
INTERNATIONAL PLC (the Employer) )  
on being signed by )

  
.....  
Director

..PAUL WRIGHT  
.....  
in the presence of

  
.....  
Signature of witness

Name ..RHIANNON BALLINGER

Address ..160 ADELBATE ST

.....  
ELIA 4DD

.....  
SOLITOR  
Occupation of witness

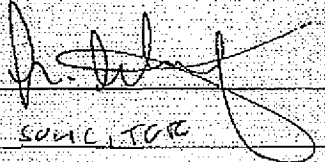
## Schedule 1

### Independent Adviser's certificate

I, **Simon Whysall** of **SNR Denton LLP** hereby certify as follows:

1. I am a qualified lawyer and relevant independent adviser for the purposes of the relevant sub-sections of the Employment Legislation (as defined in the attached Agreement).
2. I have advised Ian Francis Lenagan of the terms and effect of the Agreement and, in particular, its effect on his ability to pursue the Employment Claims (as defined in the Agreement) arising under the Employment Legislation following its signing.
3. I am not acting (and have not acted) in relation to this matter for Workplace Systems International plc or any associated employer.
4. There was in force, at the time I gave the advice referred to above, a contract of insurance covering the risk of a claim by Ian Francis Lenagan in respect of loss arising in consequence of that advice.

SIGNED:



REFERENCE:

SOLICITOR

DATED:

8 December 2011

## Schedule 2

### Letter of Resignation

The Directors  
Workplace Systems International plc  
Precedent Drive  
Rooksley  
Milton Keynes  
Buckinghamshire  
MK13 8PP

In accordance with clause 4.3 (*Employee's Other Obligations*) of the Severance Agreement dated between me and Workplace Systems International plc (the "Agreement"), I hereby tender my resignation (to take effect from the Departure Date) from all offices and appointments which I hold in or on behalf of Workplace Systems International plc or any of its Group Companies (as defined in the Agreement). In particular, I hereby resign as a director from Workplace Group Limited, Workplace Systems plc, Workplace Software Limited, Workbuddy Solutions Pty Ltd and Workplace Systems International Pty Ltd.

I confirm that I have no claim for compensation arising out of my ceasing to hold any of the offices or appointments described above.

I confirm that there have been no acts or omissions by me which constitute a breach of my duties as a director or which should be brought to the attention of any shareholders.

Please arrange for the Registrar of Companies to be notified of my resignations from office as soon as practicable.

Yours faithfully



Ian Francis Lenagan