

PLANIT SOLUTIONS LIMITED STANDARD CONTRACT OF EMPLOYMENT

The terms and conditions contained in this Standard Contract and the schedule set out your terms of employment with planIT Solutions Limited.

This contract complies with Regulation 10(1)(a) of the Agency Workers Regulations (AWR) 2010 (as amended). The effect of entering into this Agreement is that you shall have no entitlement to the rights conferred under Regulation 5 of the AWR insofar as they relate to pay.

1 Definitions

For purposes of this Agreement the following definitions will apply:

Commission: The sum due to you in accordance with clause 10.2 of this Contract of Employment and calculated in accordance with clause 10.3.

the Employer: planIT Solutions Limited whose registered office is situated at Lansdowne House, City Forum, 250 City Road, London, EC1V 2PU.

the Effective Date: the date on which you commence your first assignment (as defined in clause 3.2 below) after receiving this contract.

Payroll Costs: Payroll Costs include, but are not restricted to, any payment of Basic Pay, holiday pay paid in accordance with clause 13.3, employment costs (such as employer's National Insurance Contributions) and pension contributions as well as any business expenses reimbursed by the Employer.

PBA: Pay Between Assignments (PBA) will be an amount calculated in accordance with Regulation 11 of the AWR and paid in accordance with clause 11 of this Agreement.

Suitable Work: is work of the same nature and on the same terms and conditions whilst performing the work as set out in the Schedule to this Agreement.

the 2003 Regulations: the Conduct of Employment Agencies and Employment Businesses Regulations 2003

2. Commencement date and continuous employment

- 2.1 The date of commencement of your employment is set out in the schedule to this Agreement. No previous employment will count towards your period of employment with the Employer for any purpose (including calculating a redundancy payment).
- 2.2 This contract of employment is effective from the Effective Date.
- 2.3 This contract supersedes any previous contract of employment or engagement which has previously been issued to you by the Employer which will cease to have effect from the Effective Date.

3. Appointment and Duties

- 3.1 You agree to provide work for the Employer in accordance with the terms of this Agreement. Your job title is set out in the Schedule to this Agreement
- 3.2 During your employment you may agree to be assigned to clients of the Employer for a period of time during which you will work temporarily for and under the supervision and direction of the client (an 'Assignment').
- 3.3 Upon acceptance of any such Assignment you will be provided with written confirmation of the Assignment details which shall include the identity of the client to whom you will be assigned. By accepting any Assignment you confirm that you have the skills, qualifications and experience necessary to fulfil the role and agree that you will indemnify the Employer and its clients for any costs, claims or expenses it or they suffer or incur by reason of you not having the skills, qualifications and experience necessary to fulfil the role.
- 3.4 The nature of work that you may be expected to be offered on any Assignment (including any relevant requirements relating to qualifications and experience) is set out in the Schedule to this Agreement.
- 3.5 You must complete any Assignment which is accepted by you. If you wish to terminate an Assignment at any stage, you must give the Employer notice, in writing, as specified in the Assignment details or, if there is no notice provision in the Assignment details at least one month's notice. The Assignment details may specify that you cannot terminate the Assignment early and that you must work until the agreed end of the Assignment; and if in these circumstances you leave the Assignment before the end date, you will have committed a breach of contract for which you may be dismissed without notice. Further, you will be responsible for meeting any claim (as well as associated legal or other costs) made against the Employer by a client for that breach.
- 3.6 The client may terminate your Assignment early and is not required to provide notice or a reason for termination. You will only be considered available for work after you notify the Employer in writing that the Assignment has ended and that you are

available for work. In the absence of such notification the Employer will not seek further work for you and you will not be entitled to PBA in accordance with clause 11 until such time as you have notified the Employer that you are available for work.

- 3.7 If you terminate an Assignment before completion of such Assignment, you will only be considered available for work after you notify the Employer that the Assignment has ended and that you are now available for work. In the absence of such notification the Employer will not seek further work for you and you will not be entitled to PBA in accordance with clause 11 until such time as you have notified the Employer that you are available for work.
- 3.8 Your employment with the Employer will continue notwithstanding the ending of an Assignment or the termination of an Assignment by you, the Employer or the client.
- 3.9 Whilst on Assignment you must record your hours of work in accordance with the terms in your Assignment details. You must also record your hours of work on a timesheet verified and signed by the client on each occasion and submitted to the client. You must provide, upon request, a copy of the verified timesheets. The provision of any false, misleading or fraudulent timesheet information will result in disciplinary action.
- 3.10 You will carry out such duties and provide such services in relation to the Employer as may reasonably be determined by the Employer from time to time. You will comply with all lawful and reasonable requests and directions from time to time given to you and with all rules and regulations from time to time adopted by the Employer concerning its employees, which are consistent with this Agreement.
- 3.11 You represent and warrant that you are not bound by or subject to any agreement, arrangement, court order, obligation or undertaking which in any way restricts or prohibits you entering into, or performing your duties under, this Agreement.
- 3.12 You warrant that you are entitled to work in the United Kingdom without any additional approvals and will notify the Employer immediately if you cease to be so entitled during your employment.

4 Place of Work

- 4.1 There is no fixed place of work. The places of work where you may be expected to work are set out in the Schedule to this Agreement. The Employer will inform you of the premises or site where you will be required to work on any individual Assignment subject to the requirements of its clients. It is accepted by both the Employer and yourself that for the proper performance of your duties you will have to travel to and work from third party premises.

5 Termination

- 5.1 Except in cases of serious or gross misconduct, notice to be given by the Employer to terminate your employment shall be as follows:

Completed period of service	Notice period
More than 1 month but less than 2 years	1 week
2 years or more but less than 12 years of service	1 week for each completed year
12 years or more	12 weeks

- 5.2 If you decide to leave, the period of written notice you have to give to the Employer to terminate your employment is 1 week regardless of how long you have worked for the Employer.
- 5.3 During your employment, when you are requested by your manager or a director of the Employer and on your last day of employment, you must return to the Employer all items belonging to the Employer or to any of the Employer’s clients or relating to the Employer’s business or that of any of its clients including, but not limited to, documents and any copies of whatever form, vehicles, tools, phones, correspondence, equipment, computer discs and software, credit cards, keys, passes, lists of clients and books. Failure to return items may result in delays in payment of your final wage/salary, or even deduction from your final wage/salary.
- 5.4 The Employer may, in its absolute discretion, elect to terminate your employment at any time and make a payment equivalent to the salary (referred to in clause 10) (less tax, National Insurance contributions and any other deductions required by law) that would have been payable during your notice period or any unexpired period of notice.
- 5.5 The Employer may dismiss you without notice or payment in lieu of notice in cases of gross misconduct.
- 5.6 At any time during any period of notice of termination served in accordance with this clause 5 (whether given by the Employer or you), the Employer shall be under no obligation to assign any duties to you and shall be entitled to exclude you from your place of work and prevent you from contacting any of the Employer’s clients/customers or suppliers provided that this shall not affect your entitlement to receive your salary/wages and other contractual benefits during such period.
- 5.7 Upon request by the Employer or on termination of your employment you will immediately return to the Employer any property belonging to the Employer or to any client of the Employer which is in your possession or under your control.

6. Client Rules, Policies and Regulations

- 6.1 During any Assignment you will strictly adhere to all rules, policies and regulations of any client of the Employer to whom you provide services, on behalf of the Employer,

from time to time. Failure to comply with such policies may lead to disciplinary action being taken against you up to and including dismissal.

- 6.2 You will comply with the email and internet policies and health and safety policies of any client of the Employer to whom you provide services, on behalf of the Employer, from time to time. Failure to comply with such policies may lead to disciplinary action being taken against you up to and including dismissal.

7. Exclusivity

- 7.1 You will not, except as an employee and agent of the Employer and for the benefit of the Employer and except with the prior consent of the Employer, during the continuance of your employment either solely or jointly with or as manager, agent or otherwise of any person, firm or company either directly or indirectly carry on or be engaged or interested in:

- a. any other business or undertaking; or
- b. any activity, which the Employer reasonably considers, may be, or become, harmful to the interests of the Employer or its clients or which might reasonably be considered to interfere with the performance of your duties under this agreement.

- 7.2 Paragraph 7.1 shall not apply to you holding (directly or through nominees) investments listed on the Official List of the UK Listing Authority or the Alternative Investment Market of the London Stock Exchange plc or any recognised investment exchange (as defined in section 285(1) of the Financial Services and Markets Act 2000) as long as you do not hold more than 3 per cent of the issued shares or securities of any class of any one company.

8. Hours of work

- 8.1 You shall devote your full time, attention and abilities during normal business hours, and at such other times as are necessary for the proper performance of your duties under this Agreement, unless prevented by ill health or injury from so doing.

- 8.2 You will be expected to work normal business hours which are between 9:00am and 5:30 pm Mondays to Fridays. Your assigned hours may vary according to the requirements of the client to whom you are assigned. It is a condition of your employment that you work flexibly in accordance with such requirements. The minimum and maximum number of hours of work that you may be offered to you during any Assignment are set out in the Schedule to this Agreement.

- 8.3 You may also, from time to time, be required to work such additional hours (including weekends) as and when the Employer deems it necessary to do so to meet the Employer's and its clients' business needs.

- 8.4 You are required to work when requested to do so by the Employer and failure to do so will constitute gross misconduct entitling the Employer to terminate your employment without notice.
- 8.5 You will be paid at your Basic Rate (as defined in clause 10) for work conducted outside your normal business hours.
- 8.6 Under the AWR, on completion of the Qualifying Period (calculated in accordance with the provisions of Regulation 7 of the AWR) you may be entitled to enhanced or preferential terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks. If we become aware of such circumstances, any enhanced or preferential terms and conditions and the date from which any such enhanced or preferential terms and conditions will commence will be notified to you.

9. The 48- hour week

- 9.1 In accepting the terms and conditions of this agreement, you have agreed that the limit of an average working time of 48 hours including overtime for each 7 day period as set out in Regulation 4 of the Working Time Regulations shall not apply to your employment and by signing this document you confirm your agreement. You may, however, give 3 months' written notice to the Employer to terminate this agreement.

10. Salary

- 10.1 Whilst working on any Assignment, you will be paid at a rate equal to the National Minimum Wage, as set by legislation from time to time and not including any advance payment of PBA or Commission ("the Basic Pay").
- 10.2 In addition to Basic Pay under clause 10.1, you may receive an advance payment of PBA in respect of your potential entitlement to PBA. If paid, any advance payment of PBA will be paid in your weekly/monthly salary payments. The advance payment will be detailed separately on your payslip. You may also receive a payment of Commission calculated in accordance with clause 10.3. If paid, any Commission will be paid in your weekly/monthly salary payments.
- 10.3 The amount of Commission will be calculated based on the income received by the Employer from the client in respect of any Assignment that you undertake, after deducting the Employer's Payroll Costs, profit margin and any advance payment of PBA. Commission will only be paid once the Employer has received payment from the client.
- 10.4 Unless any other arrangement has been agreed with the Employer, in respect of each week of employment (an "Employment Week"), you will be paid by the later of the following dates:

10.4.1 the end of the fourth week after the end of the week you have worked by credit transfer into your bank account (subject to statutory deductions which the Employer is required to make);

10.4.2 the date the Employer's accounts department receives a record of the work carried out by you in respect of the relevant Employment Week, signed by the client(s) of the Employer in respect of whom you have been undertaking work in that Employment Week.

10.5 Subject to the provisions of clause 10.1, the Employer will review your rate of pay at its discretion and any variation in rate of pay will be confirmed in writing/shown on your wage slip and shall take effect from the date specified.

10.6 You must notify any error in payment of salary/wages to the Employer as soon as you become aware of the error, and you agree that the Employer can then deduct from any future payment due to you the amount of any overpayment made by the Employer to you. Equally, if the error has resulted in an underpayment to you, the Employer will ensure that the amount of any underpayment will be added to your next payment of wages/salary.

10.7 You will be paid any allowable expenses you incur in performing your duties including mileage provided you comply with the Employer's Expenses Guidelines, as varied from time to time, such procedures can be found on our website.

11 **Pay between assignments**

11.1 After the end of your first Assignment under this Agreement, during any period during which you are not working on any Assignment but you are available to work, the Employer shall:

- a. take reasonable steps to seek Suitable Work for you; and
- b. if Suitable Work is available, offer to put you forward for such work; and
- c. subject to clause 11.2 and 11.3 below, pay you PBA less any advance payment of PBA already paid to you under Clause 10.2 in respect of that period; and
- d. not terminate your contract of employment until it has complied with its obligations under sub-paragraphs a to c above for an aggregate of not less than four calendar weeks during the continuance of this agreement.

11.2 If the Employer:

- a. offers you Suitable Work but you do not accept it by a date specified by the Employer; or
- b. offers you Suitable Work which you accept but which you do not commence; or
- c. offers you Suitable Work which you accept but which you do not complete by a date specified by the Employer

you agree that during the period of the Assignment offered to you, you are not available for work. As a consequence, you agree that you have no entitlement to receive any sum including PBA in respect of the period for which you were offered Suitable Work. In addition, you agree that the Employer may dismiss you without notice and without pay in lieu of notice.

- 11.3 If you decline an offer of Suitable Work then you will not be entitled to receive any sum including PBA in respect of the period for which you were offered Suitable Work.

12. Salary deductions

- 12.1 You agree that the Employer may deduct from your salary or any other sums owed to you including any payment in lieu of notice under clause 5.4 above any sums owed to the Employer. This includes the cost of:
- a. any damage caused by you to the Employer's property;
 - b. property belonging to the Employer, which is lost by you;
 - c. paid holidays taken in excess of your entitlement at the termination of your contract of employment;
 - d. any overpayments of wages or expenses to you;
 - e. any loan or advance;
 - f. any advance payment of PBA which has not subsequently become due and payable to you because either there has been no period (or no period of sufficient length) when you were available for work but not on an Assignment.

13. Holidays

- 13.1 The Employer's holiday year runs from 1 January to 31 December.
- 13.2 In each holiday year your holiday entitlement will be 28 days inclusive of bank holidays. It is a requirement of your employment that you take your full holiday entitlement. Your holiday must be taken at times convenient to the Employer.
- 13.3 Your holiday pay is calculated at 12.07% of your Basic Rate and will be paid in addition to your Basic Rate and at the same time you receive wage/salary. This means that you will receive payment in advance for the time you take off as holiday and you will not receive payment when you are on holiday. Further, in view of how holiday is paid to you, there will be no accrued holiday pay due to you if your employment terminates during a holiday year.
- 13.4 Holiday requests must be approved by your Employer at least 6 weeks in advance of the holiday being taken. Once holidays have been approved by your manager or a director, you can only change the booking by specific agreement with your manager or a director.

- 13.5 You will not normally be required to work on the UK Bank or public holidays and you will not be paid for such holidays. If you are required to work on a bank holiday you will be paid at your Basic Rate.
- 13.6 To comply with the law, holidays must be taken in the holiday year to which they relate. No carry-over or payment in lieu of holiday not taken will be permitted.
- 13.7 Under the AWR, on completion of the Qualifying Period you may be entitled to paid and/or unpaid annual leave in addition to your entitlement under clause 13.2 above. In such circumstances, any additional entitlement, the date from which any such entitlement will commence and how payment for such entitlement accrues will be notified to you in writing.
- 13.8 The Employer may require you to take your holiday during any period where you are between Assignments or on notice.

14. Sickness policy

In all cases of absence from work through illness or injury the following rules MUST be observed:

- 14.1 You, or if you are not well enough, someone on your behalf, must telephone both your line manager at the client where you are on Assignment and the Employer, by 9.30a.m, on each day of absence (until you have provided a medical certificate), to report that you will not be able to attend work that day, and explain the reason for your absence. If possible you, or the person phoning on your behalf, should try to give an anticipated duration of absence.
- 14.2 Immediately following your return to work after a period of absence of less than 7 days (including non working days such as weekends and Bank Holidays) you must confirm in writing to the Employer, the dates of and reasons for your absence, including details of sickness on non-working days, as this is information required by the Employer for calculating Statutory Sick Pay (SSP) entitlement.
- 14.3 If you are absent from work due to sickness or injury for more than 7 days (including non working days) you must provide the Employer with a medical certificate (i.e. a sick note from your doctor) on the eighth day of sickness or injury. After that medical certificates must be provided to the Employer to cover all time away from work until your return.
- 14.4 You will receive no pay during the first 3 days of your sickness absence from work. After this time and as long as you comply with the sickness reporting arrangements set out above, you shall be entitled to be paid SSP for the 4th qualifying day onwards until you become well again, your contract is terminated or the maximum payment period has been reached as set out in the Social Security Contributions and Benefits Act 1992 and Regulations made under this legislation. Any additional or alternative payment of your wages/salary is solely at the Employer's discretion. For SSP purposes your qualifying days are Monday to Friday.

- 14.5 You must notify the Employer in writing that you are returning to work on an Assignment following any period of sickness or other absence.
- 14.6 You must notify the Employer in writing that you are fit to return to work following any period of sickness or other absence if you are no longer working on an Assignment. You will only be considered available for work and entitled to receive PBA in accordance with clause 11 of this Agreement after such written notification has been received by the Employer.
- 14.7 The Employer may also require a medical certificate from your doctor and/or any doctor(s) nominated by it, confirming that you are fit to return to work after any period of absence. The Employer has the right to postpone your return to work (and the continuance or reinstatement of your pay) until the Employer's nominated doctor has confirmed you are fit to return to your current role and duties.

15. Other Time Off

- 15.1 This is time off work required by you for reasons other than holidays, sickness/injury or in exercise of any of your leave rights under legislation. You will only be permitted to take other time off work with the Employer's permission. Any requests for other time off work will only be granted at the Employer's discretion and will be unpaid.
- 15.2 The Employer will comply with the law at all times in respect of statutory maternity, paternity and adoption leave rights and other parental rights. Details of such rights can be obtained from your manager or a director of the Employer.

16. What we expect from you

- 16.1 You must comply with all reasonable and lawful instructions and requests of your manager or a director and of any other party at whose premises you may be working from time to time on behalf of the Employer ("a Relevant Party"). You must also follow the rules and procedures that the Employer or Relevant Party has in place and may be issued from time to time.
- 16.2 You must devote your whole time, attention and abilities to your duties during your working hours and take all reasonable steps to preserve and protect the Employer's and Relevant Party's property, goodwill and reputation.
- 16.3 You must report to any director or manager of a Relevant Party when required.
- 16.4 You are required to inform the Employer if at any time you have been convicted of a criminal offence of any nature (unless the conviction has been spent as defined under the Rehabilitation of Offenders Act 1974). In accepting these terms and conditions of employment, you agree that you have told the truth about your

criminal record. You must inform the Employer if, at any time during your employment, you are arrested, charged with, summonsed for, or convicted of a criminal offence of any nature and you must truthfully and fully answer any questions the Employer has in this regard.

- 16.5 If you are offered any Assignment, as soon as possible prior to the commencement of such Assignment and at any time at the Employer' request you undertake to inform the Employer of any period of time between 1 October 2011 and the date of commencement of the Assignment during which you have previously worked for that client. You will, at the request of the Employer, immediately provide all details that the Employer may reasonably require in relation to any previous work for that client in order to comply with its obligations under the AWR.
- 16.6 If you consider that you have not or may not have received equal treatment under the AWR, you will immediately raise this in writing with the Employer setting out as fully as possible the basis of your concerns.
- 16.7 You acknowledge that any breach by you of your obligations set out in clauses 16.5. and 16.6 of this Agreement may cause the Employer to suffer loss and that Employer reserves the right to recover such losses from you.
- 16.8 You shall be entitled to be given access to canteen facilities and amenities and to information about vacant posts of the client from the commencement of an Assignment where there is a comparable employee. You acknowledge that this is an obligation of the client and that there is no obligation on the part of the Employer in relation to these matters

17. Confidentiality

- 17.1 Confidential Information includes, but is not limited to, the Employer's customer/client identities and lists, information about the Employer's customers/clients, other employees, suppliers and prices or any other information which is retained on the Employer's database or which relates to the Employer's business, including business plans, or the Employer's customer's/client's businesses which is not freely available to the public.
- 17.2 You agree that during and after your employment you will not disclose to any person for any purpose whatsoever Confidential Information, which has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of the Employer's information and that of its clients and may only disclose such information as required by law or as is necessary during the course of your duties with the Employer. You understand that this obligation will continue at all times both during and after termination of your employment unless or until the information has come into the public domain.

18. Disciplinary and Grievance Procedures

- 18.1 The disciplinary procedures are on our website. They do not form part of your contract of employment and the Employer may alter them from time to time.
- 18.2 You may raise any grievance in accordance with the terms of the Employer's grievance procedures which are on our website. They do not form part of your contract of employment and the Employer may alter them from time to time.

19. Pension

- 19.1 You will be eligible after 3 months employment to join our stakeholder pension scheme, details of which are available from the directors.
- 19.2 A contracting out certificate will not be in force in relation to your employment.

20. Data Protection

- 20.1 The Data Protection Act 1998 provides information, obligations and rights to you and the Employer in respect of the Employer obtaining, holding, recording or using any information about you. By obtaining, holding, recording and using information about you, the Employer will be processing your personal data. You accept that your personal data will be held by the Employer in its manual and automated filing systems.
- 20.2 You consent to the Employer processing your personal data, including your "sensitive personal data" which consists of information as to your racial or ethnic origin, your political beliefs or beliefs of a similar nature, whether you are a trade union member, your physical or mental health condition, your sexual life or the commission or alleged commission by you of any criminal offence, for the following purposes:
- a. To keep adequate records relating to your recruitment, employment, work performance, disciplinary record, sickness record, pension details, wages/salary and other benefits, appraisals and all other information arising out of and in connection with the performance of your contract of employment;
 - b. To properly administer your employment, the Employer's business and any payments made to you during your employment in order to comply with any legal obligations on the Employer (for example administering sick pay, tax and national insurance contributions);
 - c. To determine your fitness to carry out your duties;
 - d. To monitor employees in order to ensure equality of opportunity; and

- e. In order to deal with any emergency that arises in respect of you or any other person.
- 20.3 The probable recipients of your personal data are the Employer, those authorised by you and/or the Employer to receive your personal data and all others to whom the Employer is legally obliged to disclose the data to or those to whom the Employer deems it necessary or desirable to disclose your personal data for the purposes set out above.
- 20.4 The Employer is not aware of any countries outside the European Economic Area to which your personal data will or may be transmitted.
- 20.5 You will use your best endeavours to keep the Employer informed of any changes to your personal data.
- 20.6 The Employer will comply with the Data Protection Act 1998 in the way it processes and manages both personal and sensitive data.

21. Restrictive Covenants

21.1 Non-Competition

You hereby agree that you shall not for a period of 3 months immediately following the termination of your employment within the UK and whether on your own behalf or in conjunction with or on behalf of any other person, firm, company or other organisation, (and whether as an employee, director, partner, principal, agent, consultant or in any other capacity whatsoever,) in competition with the business of the Employer directly or indirectly (i) employed or engaged in, or (ii) perform services in respect of, or (iii) be otherwise concerned with the development or provision of any services which are of the same or similar type to any services provided by the Employer during the twelve months immediately preceding the Termination Date.

21.2 Non-Solicitation of Clients

You hereby agree that you shall not for a period of 3 months immediately following the termination of your employment whether on your own behalf or in conjunction with or on behalf of any person, company business entity or other organisation (and whether as an employee, director, partner, principal, agent, consultant or in any other capacity whatsoever), directly or indirectly (i) solicit or, (ii) assist in soliciting, or (iii) accept, or facilitate the acceptance of, or (iv) deal with, in competition with the business of the Employer, the custom or business of any client of the Employer with whom you have had material contact or dealings on behalf of the Employer during the 12 months immediately preceding the termination of your employment.

22. The 2003 Regulations

You are permitted under the 2003 Regulations to opt out of some provisions of those regulations. You confirm you wish to opt out of those provisions and by signing this agreement you give the Employer your authority to sign, on your behalf, any notice to opt out of the 2003 Regulations. You agree that an opt out notice may be given in accordance with Regulation 32 of the 2003 Regulations on each occasion that either a proposed Client, or you, inform us of any proposed new contract. You may withdraw your agreement to this on giving the Employer three months' prior written notice.

23. Intellectual Property

- 23.1 In this clause Intellectual Property Rights means any patents, rights to inventions, ideas and improvements, additions (whether or not patentable, and whether or not recorded in any medium) copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) discoveries, creations, inventions or improvements upon inventions or additions to inventions and any research effort and any other intellectual property right, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 23.2 You shall give the Employer and any appropriate client full written details of all Intellectual Property Rights made wholly or partially by you at any time during the course of your employment (whether or not during working hours or using Employer or client premises or resources) which relate to, or are reasonably capable of being used in, the business of the Employer or the client. You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Employer or client (as appropriate) absolutely. To the extent that they do not vest automatically, you hold them on trust for the Employer or client (as appropriate). You agree promptly to execute all documents and do all acts as may, in the opinion of the Employer or client (as appropriate), be necessary to give effect to this clause.
- 23.3 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to in this clause.
- 23.4 You hereby irrevocably appoint the Employer or client (as appropriate) to be your attorney to execute and do any such instrument or thing and generally to use your name for the purpose of giving the Employer, the client or its or their nominee the benefit of this clause and acknowledge in favour of a third party that a certificate in writing signed by any Director or the Secretary of the Employer or client (as appropriate) that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

24. Changes to terms of employment

24.1 From time to time either law will change or the way the Employer organises itself or does business will change and it will be necessary to change some of these terms of employment. The Employer therefore reserves the right to make reasonable changes to any of your terms and conditions of employment by giving you not less than one month's written notice of any such change. Such changes will be deemed to be accepted by you unless you notify the Employer of any objection in writing within 2 weeks of receipt of notification of the change.

25. Non-enforcement does not waive the Employer's rights to enforce this contract

25.1 The Employer's failure to enforce its rights under these terms and conditions of employment immediately following a breach of these terms and conditions by you becoming known to the Employer does not amount to an acceptance of your breach by the Employer or waiver of the Employer's right to enforce its rights so that action against you by the Employer for your breach can be taken at a later date.

26 Collective Agreements

There are no collective agreements affecting your employment.

27. Governing Law and Jurisdiction

27.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the English and Welsh Courts in relation to any claim dispute or difference concerning this Agreement and any matter arising therefrom.