

PLANIT SOLUTIONS LIMITED STANDARD CONTRACT OF EMPLOYMENT

The terms and conditions contained in this Standard Contract are not exhaustive in respect of your employment. Your terms and conditions of employment are also governed by your individual Statement of Main Terms and Conditions, which will be sent to you by email or post. In the event of any ambiguity or conflict arising between the provisions of this Standard Contract and those of Statement of Main Terms and Conditions, the provisions of terms of this Standard Contract shall prevail.

1. Employer

1.1 Your employer is planIT Solutions Limited whose registered office is situated at Lansdowne House City Forum 250 City Road London EC1V 2PU ("the Employer")

2. Continuous employment

2.1 No previous employment will count towards your period of employment with the Employer for any purpose (including calculating a redundancy payment).

3. Place of Work

3.1 There is no fixed place of work. The Employer will decide your place of work according to the requirements of its clients and will inform you of the premises or site where you will be required to work. 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.

4. Appointment and Duties

4.1 Your employment will commence on a date ("the Commencement Date") to be notified to you and will be confirmed to you in your Statement of Main Terms and Conditions.

4.2 Your employment shall continue until you reach the normal retirement age (Clause 4.3) or if it is brought to an end either by you or the Employer (Clause 5).

- 4.3 The normal retirement age for your employment is 65, or as provided by statute. If you request to remain in employment with the Employer after your 65th birthday, the Employer may agree to you continuing in your role or alternatively offer you an alternative role or alternative duties to perform on the same or reduced hours with a corresponding decrease in pay.
- 4.4 You will carry out such duties and provide such services in relation to the Company as may reasonably be determined by the Company 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 Company concerning its employees, which are consistent with this agreement.

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 Upon termination of your employment the Employer has a discretion to make a payment in lieu of notice. The Employer may deduct any money the Employer believes that you owe the Employer, including holiday pay for days taken in excess of your entitlement or overpaid salary and expenses.
- 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.

6. Client Rules, Policies and Regulations

6.1 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.

7. Exclusivity

7.1 You will not, except as an employee and agent of the Employer and for the benefit of the Company 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 he does not hold more than 3 per cent of the issued shares or securities of any class of any one company; or

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 of employment, unless prevented by ill health or injury from so doing.

8.2 Normal business hours are between 9:00am and 5:30 pm Mondays to Fridays.

- 8.3 You may also, from time to time, be required to work such additional hours (including weekends) as and when the Company deems it necessary to do so to meet the Company's and its clients' business needs.
- 8.4 You will be paid at your Basic Rate (as defined in clause 10) for work conducted outside your normal business hours.

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 You will be paid at a rate ("the Basic Rate") equal to or in excess of the National Minimum Wage, at the rate set by legislation from time to time.
- 10.2 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:
 - 10.2.1 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);
 - 10.2.2 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.
- 10.3 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.
- 10.4 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.

10.5 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. Salary deductions

- 11.1 You agree that the Employer may deduct from your wages any money 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, and
 - d. any overpayments of wages or expenses to you.

12. Holidays

- 12.1 The Employer's holiday year runs from 1 January to 31 December.
- 12.2 In each holiday year your holiday entitlement will be 24 days (28 days from 1st April 2009). 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.
- 12.3 Your holiday pay is calculated at 10.17% 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.
- 12.4 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.
- 12.5 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.
- 12.6 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. Sickness policy

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

- 13.1 You, or if you are not well enough, someone on your behalf, must telephone your manager or a director, 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.
- 13.2 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 your manager or a director, 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.
- 13.3 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.
- 13.4 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 (such days being those you are normally required to work but have been unable to so due to your illness/injury) 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 only at the Employer's discretion.

14. Other Time Off

- 14.1 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.
- 14.2 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.

15. What we expect from you

- 15.1 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.
- 15.2 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.
- 15.3 You must report to any director or manager when required.
- 15.4 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. Confidentiality

- 16.1 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.
- 16.2 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.

17. Disciplinary and Grievance procedures

- 17.1 The disciplinary procedures are on our website. They do not form part of your contract of employment and the Company may alter them from time to time.
- 17.2 You may raise any grievance in accordance with the terms of the Company’s

grievance procedures which are on our website. They do not form part of your contract of employment and the Company may alter them from time to time.

18. Pension

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

19. Data protection

- 19.1 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.
- 19.2 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.
- 19.3 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.

- 19.4 The Employer is not aware of any countries outside the European Economic Area to which your personal data will or may be transmitted.
- 19.5 You will use your best endeavours to keep the Employer informed of any changes to your personal data.
- 19.6 The Employer will comply with the Data Protection Act 1998 in the way it processes and manages both personal and sensitive data.

20. Restrictive Covenants

20.1 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.

20.2. Non-solicitation of Clients

You hereby agrees 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.

21. Changes to terms of employment

- 21.1 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.

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

22.1 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.

22. Governing Law and Jurisdiction

22.1 This Standard Contract 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.