

Dated 20 December 2013

(1) cloudBuy plc

(2) Jonathan Holden

---

SERVICE AGREEMENT

---

---

**Halliwells**

## Contents

1	<b>DEFINITIONS AND INTERPRETATION .....</b>	<b>2</b>
2	<b>POSITION .....</b>	<b>3</b>
3	<b>DUTIES .....</b>	<b>3</b>
4	<b>PERIOD .....</b>	<b>4</b>
5	<b>PLACE OF WORK.....</b>	<b>5</b>
6	<b>REMUNERATION .....</b>	<b>5</b>
7	<b>EXPENSES .....</b>	<b>5</b>
8	<b>MOTOR VEHICLE .....</b>	<b>5</b>
9	<b>HOLIDAYS.....</b>	<b>6</b>
10	<b>INCAPACITY .....</b>	<b>6</b>
11	<b>OTHER INTERESTS.....</b>	<b>7</b>
12	<b>SECRECY .....</b>	<b>8</b>
13	<b>NOTES OR MEMORANDA .....</b>	<b>8</b>
14	<b>INVENTIONS .....</b>	<b>8</b>
15	<b>DATA PROTECTION &amp; MONITORING AND INTERCEPTION OF COMMUNICATIONS ...</b>	<b>9</b>
16	<b>TERMINATION .....</b>	<b>9</b>
17	<b>SUSPENSION.....</b>	<b>10</b>
18	<b>NON-COMPETITION/NON-SOLICITATION .....</b>	<b>10</b>
19	<b>AMALGAMATION OR RECONSTRUCTION .....</b>	<b>12</b>
20	<b>GRIEVANCE AND DISCIPLINE .....</b>	<b>12</b>
21	<b>COLLECTIVE AGREEMENTS .....</b>	<b>12</b>
22	<b>NOTICES .....</b>	<b>12</b>
23	<b>BREACH PRIOR TO TERMINATION.....</b>	<b>12</b>
24	<b>ENTIRE AGREEMENT .....</b>	<b>12</b>
25	<b>NO OUTSTANDING CLAIMS .....</b>	<b>13</b>
26	<b>REPRESENTATION .....</b>	<b>13</b>
27	<b>PROPER LAW AND JURISDICTION .....</b>	<b>13</b>

DATE OF AGREEMENT 30 January 2016

**PARTIES**

- (1) **cloudBuy plc** (Company Number 3732253) (the "**Company**");
- (2) Jonathan Holden of 37 Bartlemy Close, Newbury, RG14 6LE (the "**Director**").

**OPERATIVE PROVISIONS:**

1 **Definitions and interpretation**

1.1 In this agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"**Act**" Companies Act 2006, as amended;

"**Associated Company**" a body corporate which for the time being:

- (a) is a holding company of the Company or a subsidiary (other than the Company) of such a holding company; or
- (b) has not less than twenty per cent of its equity share capital beneficially owned by such a holding company or the Company;

"**Board**" the board of directors of the Company from time to time;

"**Business Day**" a day on which clearing banks in London are open for a full range of banking transactions;

"**Commencement Date**" 20 December 2013;

"**Group**" the Company and any Associated Company from time to time;

"**London Stock Exchange**" London Stock Exchange plc;

"**Pre-IPO Financing**" the Pre-IPO Financing being arranged for the Company by Shore Capital;

"**Prohibited Business**" any business or activity directly competitive to that carried on by the Company at the Termination Date or at any time in the Relevant Period in which the Director shall have been directly concerned in the course of his employment at any time in the Relevant Period;

"**Prospective Customer**" any person, firm, company or other entity who was at the Termination Date or during the Relevant Period negotiating with the Company with a view to dealing with the Company as a customer with whom the Director shall have had material dealings in the course of his duties hereunder at any time in the Relevant Period or with whom and to the knowledge of the Director any employee of the Company under the Director's control shall have had material dealings in the course of their duties to the Company in the Relevant Period;

"**Protected Supplier**" any supplier to the Company with whom the Director shall have had material dealings in the course of his employment during the Relevant Period;

"**Relevant Period**" the 12 month period ending with the Termination Date;

"**Restrictive Customer**" any person with whom the Director shall have had material dealings in the course of his duties hereunder at any time in the Relevant Period or with whom and to the knowledge of the Director any employee of the Company under the

Directors control shall have had material dealings in the course of their duties to the Company in the Relevant Period;

"**Review Date**" the anniversary of the Commencement Date;

"**Termination Date**" the date of termination of the Director's employment with the Company;

"**Territory**" United Kingdom of Great Britain and Northern Ireland.

- 1.2 Words and phrases the definition of which is contained or referred to in the Companies Act 2006 shall be construed as having the meanings thereby attributed to them.
- 1.3 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).
- 1.4 Headings are for ease of reference only and shall not affect construction.
- 1.5 Words denoting the singular include the plural and vice versa.
- 1.6 Words denoting one gender include all genders.
- 1.7 Words denoting persons include firms and corporations.
- 1.8 References to the Director's employment are to his employment by the Company under and pursuant to this agreement.

## 2 **Position**

- 2.1 The Company shall employ the Director and the Director shall serve the Company as Chief Executive of the EMEA regions or in such other capacity as may be agreed between the Director and the Company.
- 2.2 The Company is entitled with the prior written consent of the Director from time to time to appoint any other person or persons to act jointly with the Director in the performance of his duties.
- 2.3 If the Director is at any time unable through sickness, injury or otherwise to carry out his duties hereunder the Company may temporarily employ any person or persons to perform those duties in his place until such time as he is able to resume his duties hereunder.

## 3 **Duties**

- 3.1 During the continuance of this agreement the Director shall devote substantially the whole of his time, attention and abilities during normal working hours which are from 9.00am to 5.30pm Monday to Friday and such other hours as may be reasonably required including weekends and public holidays, for the proper performance of his duties under this agreement to the business of the Group and, so far as consistent with the nature of his office hereunder, shall:
  - 3.1.1 undertake such duties and exercise such powers in relation to the Group as the Board shall from time to time assign to or vest in him;

- 3.1.2 in the discharge of such duties and in the exercise of such powers, observe and comply with all lawful resolutions and directions from time to time given by the Board;
  - 3.1.3 keep the Board promptly and duly informed (in writing if so requested) of the business and affairs of the Company and such other companies in the Group as the Director may be involved with, whether in accordance with clause 3.1.4 or otherwise, and of his conduct and provide such explanation as the Board may require in connection therewith;
  - 3.1.4 in pursuance of his duties hereunder accept such offices in any other companies in the Group (without further remuneration unless otherwise agreed) as the Board may require from time to time; and
  - 3.1.5 well and faithfully serve the Group and use his reasonable endeavours to promote and develop the business and interests of the Group.
- 3.2 The Director acknowledges that, for the purposes of the Working Time Regulations 1998, his working time is unmeasured and that he falls within regulation 20 of the Working Time Regulations 1998 and that therefore the provisions in those Regulations regarding maximum hours of working time, daily rest, weekly rest or rest breaks do not apply to the Director.

#### 4 **Period**

- 4.1 The Director's employment under this agreement shall commence on the Commencement Date and shall continue thereafter until determined by at least six months' written notice given by either party to the other, save that should in any calendar quarter the turnover of the Company be less than 50% of the agreed budget the notice period may, at the discretion of the Board, be reduced to 3 months.
- 4.2 Notwithstanding clause 4.1, this agreement shall automatically terminate when the Director reaches age 65.
- 4.3 The Company may, at its entire discretion, lawfully terminate this agreement with immediate effect by giving notice of such termination and by paying to the Director, in lieu of salary and other benefits pursuant to this agreement, an amount equal to the basic salary which the Director would have earned from the Termination Date until the first date upon which his employment could, apart from this clause 4.3 have been lawfully terminated in accordance with clause 4.1 above together with a further sum equivalent to the value of the benefits under clause 7 (Expenses) and 8 (Motor vehicle) to which the Director would have been entitled during such period, to the extent only that the Director does not in fact receive those benefits for the whole or part of such period. Such payment is in respect of and in full satisfaction of all benefits to which the Director is entitled under this clause 4.3 (including for the avoidance of doubt entitlements under any bonus scheme or share incentive scheme). Any such payment to the Director will be subject to tax and other statutory deductions required from time to time.
- 4.4 If this agreement is terminated by notice given by either party to the other, whether pursuant to clause 4.1 or otherwise, or if the Director wishes to resign with immediate effect but the Company refuses to accept such resignation and requires the due period of notice to be given by the Director, then:
  - 4.4.1 the Company shall be under no obligation to vest in or assign to the Director any powers or duties or to provide work for the Director but the Company may at its discretion provide suitable work for the Director to be undertaken at the Director's home and the Company may require the Director to carry out special duties or projects;

- 4.4.2 the Company may at any time or from time to time during such notice period deny the Director access to any premises of any company in the Group or require the Director not to have any contact or dealings with any customer, client, supplier or employee of the Group;
- 4.4.3 the Company may prohibit the Director from working on his own account or on behalf of any other person;
- 4.4.4 salary and all benefits will not cease to be payable or available to the Director by reason only of that exclusion of the Director from any premises of any company in the Group until the expiration of such notice period although no bonus will accrue during this period.

## 5 **Place of work**

The Director's place of work shall be based at Calleva Park, Aldermaston and the Director shall carry out his duties there and in such other places inside or outside the UK as the Board considers reasonably appropriate from time to time. The Director will be required to travel abroad on the business of the Company.

## 6 **Remuneration**

- 6.1 The Director shall be entitled to remuneration for his services hereunder at the rate of £150,000 per annum as from the Commencement Date which shall accrue from day to day payable monthly in arrears.
- 6.2 On every Review Date during the continuance of this agreement the remuneration of the Director payable under this clause 6 shall be reviewed by the Board but there shall be no obligation on the Board to effect any increase.
- 6.3 In addition to the remuneration payable to the Director above, the Director shall be entitled to participate in any bonus scheme established by the Company, the level of such participation to be determined by the Remuneration Committee of the Board at its sole discretion.
- 6.4 For the purpose of the Employment Rights Act 1996 and otherwise the Director hereby consents to the deduction of any sums owing by the Director to the Company at any time from his salary or any other payment or payments due from the Company to the Director hereunder or otherwise and the Director hereby also agrees to make any payment to the Company of any sums owed by the Director to the Company upon demand by the Company at any time.
- 6.5 Payment of salary and bonus to the Director shall be made either by the Company or by any other member of the Group and, if by more than one company, in such proportions as the Board may from time to time think fit.

## 7 **Expenses**

In addition to his remuneration hereunder the Director shall be reimbursed all reasonable expenses properly incurred by him in the discharge of his duties hereunder upon production of appropriate written evidence thereof if reasonably practicable and the Company will provide the Director with a mobile telephone and pay all charges incurred in connection with the same.

## 8 **Motor vehicle**

The Company will reimburse the Director for his reasonable and proper business expenses incurred in the use of his own motor vehicle at the rate per mile set out from time to time by the Inland Revenue Fixed Profit Car Scheme.

## 9 **Holidays**

- 9.1 The Director shall be entitled during every calendar year of his employment (and pro rata for part of such year) to:
- 9.1.1 all generally observed UK public holidays; and
  - 9.1.2 25 days each year at such time as shall reasonably be agreed by the Board.
- 9.2 The Director shall be entitled to carry forward from one year to the next a maximum of ten days unused holiday entitlement. Payment will not be made by the Company in lieu of accrued but unused holiday entitlement in excess of ten days at the end of the calendar year.
- 9.3 For the calendar year in which the Director's employment commences or terminates the Director is entitled to holidays during that year assessed on a pro rata basis. On the termination of the Director's employment for whatever reason the Director shall either be entitled to pay in lieu of outstanding holiday entitlement or be required to repay to the Company any salary received for holiday taken in excess of his actual entitlement (as the case may be). The basis for payment shall be 1/260 salary for each day.

## 10 **Incapacity**

- 10.1 Subject as hereinafter provided, during the period of absence from work due to illness or disability the Director shall continue to be entitled to his full remuneration for a period of 26 weeks in each calendar year subject to deduction of statutory sick pay.
- 10.2 If the Director is absent from work as a result of illness or disability, he will:
- 10.2.1 notify the Company as soon as practicable on the first day of his absence;
  - 10.2.2 if the period of absence is less than eight consecutive days, submit to the Company on his return a certificate of sickness completed by himself; and
  - 10.2.3 if the period of absence is eight consecutive days or more, submit to the Company without delay a medical certificate signed by a practising medical practitioner in respect of each week of absence after the first.
- 10.3 If the Director shall at any time be incapacitated or prevented by mental or physical illness, injury, accident or any other circumstances beyond his control from performing his duties hereunder for a period of six consecutive months or if he shall be so incapacitated at different times for more than 180 days in any one period of 52 consecutive weeks then in either of such cases the Company shall be at liberty thereafter:
- 10.3.1 to terminate his employment by giving 6 months' notice in writing and the Director shall not be entitled to claim any compensation from the Company or any other company in the Group or otherwise in respect of such termination provided that if at any time during the currency of such a notice the Director shall provide a medical certificate satisfactory to the Board to the effect that he has fully recovered his physical and/or mental health and that no recurrence of the illness or incapacity can reasonably be anticipated, the Company shall withdraw the notice; and/or

10.3.2 to discontinue payment in whole or part of his remuneration on and from such date as it specifies in the notice until such time as he shall be capable of performing and shall have resumed his full duties hereunder.

10.4 If the Director's absence from work as a result of illness or disability shall be or appear to be occasioned by the actionable negligence of a third party in respect of which damages are or may be recoverable, then all sums paid by the Company in accordance with this clause 10 shall constitute advances to the Director, who shall:

10.4.1 forthwith notify the Company of the relevant circumstances and of any claim, compromise, settlement or judgment made or awarded in connection therewith;

10.4.2 give to the Company all such particulars of such matters as the Company may reasonably require; and

10.4.3 if any damages are recovered from the third party refund to the Company such sum as the Company may determine, not exceeding the lesser of:

10.4.4 the amount of damages recovered by the Director under such compromise, settlement or judgment; and

10.4.5 the sums advanced to the Director in respect of the period of the incapacity,

provided that, in the event that the Director shall be a director of the Company or the Company's holding company, the Director shall not be entitled to receive any payments in excess of the maximum aggregate sum permitted to be loaned by the Company to a director under the provisions of Companies Act 2006.

## 11 **Other interests**

11.1 The Director shall disclose to the Board any interest of his own (or that of his partner or any child of his under eighteen years of age):

11.1.1 in any trade, business or occupation whatsoever which is in any way similar to any of those in which the Company or any Group Company is involved; and

11.1.2 in any trade, business or occupation carried on by any supplier or customer of the Customer or any Group Company whether or not conducted for profit or gain.

11.2 The Director shall not without the prior written consent of the Board during the continuance of this agreement be concerned, engaged or interested either directly or indirectly in any capacity in any other trade, business or employment or engaged in any occupation (including membership of parliament or any local government authority or public body or any other public or private work) provided that, other than any shares held in the Company, the Director shall be permitted to hold not more than 3% of any class of shares or debentures or other securities (other than shares, debentures or other securities of the Company) which are quoted on the London Stock Exchange or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000).

11.3 Subject to any regulations issued by the Company which may be applicable to him and save with the prior written consent of the Company, the Director shall not be entitled to receive or obtain directly or indirectly any discount, rebate or commission in respect of any sale, purchase or provision of goods or services effected or other business transacted (whether or not by him) by or on behalf of any company in the Group and if he (or any firm or company in which he is interested) shall obtain any such discount, rebate or commission, he shall account to the Company (for itself or on behalf of the



relevant company in the Group, as appropriate) for the amount received by him (or a due proportion of the amount received by such company or firm having regard to the extent of his interest therein).

- 11.4 The Director shall comply with all codes of conduct from time to time to adopted by the Board including without prejudice to the generality of the foregoing, any code adopted by the Company relating to securities transactions by directors and employees of the Company and any person connected with them.

12 **Secrecy**

The Director shall not, except as authorised or required by his duties or as obliged by law, reveal to any person or use for his own purposes or for any purposes other than those of the Group any of the trade secrets, secret or confidential operations, processes or dealings or any information concerning the organisation, prospective business, business methods, systems or affairs, finances, transactions or affairs of the company in the Group, or any similar information in relation to any customer or supplier of the Group, which may come to his knowledge during and as a result of his employment and shall keep with complete secrecy all confidential information entrusted to him and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to any company in the Group or their respective businesses or which may be likely so to do. This restriction shall continue to apply after the termination of this agreement without limit in point of time but shall cease to apply to information or knowledge which is ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law or which comes into the public domain other than as a result of a breach by the Director of his obligations to the Company or any other company in the Group.

13 **Notes or memoranda**

The Director shall not during the continuance of this agreement make, otherwise than for the benefit of the Group, any notes or memoranda relating to any matter within the scope of the business of the Group or concerning any of its dealings or affairs, nor shall the Director either during the continuance of this agreement or afterwards use or permit to be used any such notes or memoranda otherwise than for the benefit of the Group. All such notes and memoranda made by the Director shall be the property of the Group and shall be left at the registered office of the Company upon the termination of the Director's employment.

14 **Inventions**

- 14.1 Any discovery, development, invention, process, design, improvement in procedure, computer program, copyright works, trade name or trade mark made, discovered or created by the Director whilst in the service of the Group either alone or with any other person in connection with or in any way affecting or relating to the business of the Group ("Inventions") shall forthwith be disclosed by the Director to the Company and, unless otherwise agreed in writing by the Board shall belong to and be the absolute property of the Company or such Associated Company as the Company may nominate for that purpose provided that this clause 14.1 shall not apply to those rights of the Director in Inventions which cannot under applicable law be vested in the Company as his employer ("Employee Rights").
- 14.2 The Director, if and whenever required to do so (whether during or after the termination of his appointment), shall at the expense of the Company forthwith assign to the Company or an Associated Company nominated by the Company (or, if assignment is not permitted under applicable law, shall grant an exclusive license to the Company or such Associated Company) all Employee Rights and upon such assignment or licensing shall deliver to the Company or such Associated Company all documents and other materials relating to the Inventions and the Company will itself or will

procure that such Associated Company will thereupon pay to the Director such remuneration for the assignment or licence and the delivery of the said documents and materials as may be agreed or in default of agreement such remuneration as may be determined pursuant to an application by the Director under section 40 of the Patents Act 1977.

14.3 The Director if and whenever required to do so (whether during or after the termination of his appointment) shall at the expense of the Company or its nominee:

14.3.1 apply to join in applying for patents, registered designs, trade marks or other similar protection in the United Kingdom or any other part of the world for any Inventions and execute all instruments and do all things necessary for vesting the said patents, registered designs, trade marks or other similar protection when obtained and all right and title to and interest in the same in the Company or such other third party as the Company may require absolutely and as the sole beneficial owner; and

14.3.2 sign and execute all such document and do all such acts as the Company may reasonably require in connection with any proceedings in respect of such applications and any petitions or applications for revocation of such patents, registered designs, trade marks or other protection.

14.4 The Director hereby irrevocably appoints the Company to be his attorney to act in his name or on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this clause and a certificate in writing signed by any director or by the secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case as against the Director in favour of the Company and any third party.

14.5 Should the Company, in its sole discretion, so require, the Inventions shall not be made the subject of patents or similar protections, but shall be worked by the Company and/or the Associated Companies as secret processes.

## 15 **Data protection & monitoring and interception of communications**

15.1 Personal data (including sensitive data) relating to the Director which has been or is in the future obtained by the Company may be held and processed by the Company either by computer or manually for any purpose relating to the administration, management and operation of the Director's employment (including payment of wages and maintenance of attendance, performance and conduct records), or in relation to the Company's legal obligations or business needs.

15.2 The Company reserves the right to intercept, monitor and record the contents of the Director's communications at work which include, but are not limited to, e-mails, faxes, telephone conversations and internet usage, in order to establish the existence of facts; to ascertain or demonstrate standards which are or which ought to be achieved; in the interests of national security; to prevent or detect crime or to investigate or detect the unauthorised use of any of the Company's communications systems.

## 16 **Termination**

16.1 The Company may (without prejudice to any other rights or remedies in respect thereof) forthwith determine the employment of the Director without compensation by notice in writing to him in any of the following circumstances:

16.1.1 the Director breaches any material term of this agreement which, in the case of a breach capable of remedy, is not so remedied within 30 days of a written notice from the Board so to remedy;

- 16.1.2 the Director neglects, omits or refuses to discharge his duties hereunder or to comply with any lawful and reasonable instruction given to him by the Board;
  - 16.1.3 the Director is guilty of gross or persistent misconduct or shall be guilty of serious conduct likely to bring himself or the Group into disrepute;
  - 16.1.4 the Director is convicted of a criminal offence other than an offence which, in the opinion of the Board, does not affect his position as a director of the Company nor destroy the Company's trust and confidence in him;
  - 16.1.5 the Director is declared bankrupt or an interim order is made against him or he makes or attempts to make any voluntary arrangement with his creditors;
  - 16.1.6 a disqualification order is made or is in force against the Director under the Company Directors' Disqualification Act 1986;
  - 16.1.7 the Director becomes of unsound mind or becomes a patient as defined in the Mental Health Act 1983.
- 16.2 On the termination of this agreement or on either the Company or the Director having served notice of such termination the Director shall upon the request of the Company:
- 16.2.1 resign without compensation from all directorships and other offices held by him in the Group;
  - 16.2.2 sign or execute such transfers or other deeds or documents as may be required to transfer to the Company or as it may direct any shares or other securities held by the Director as nominee or trustee for the Company (or any other company in the Group);
  - 16.2.3 deliver to the Company forthwith all credit cards, motor car, car keys and other property of or relating to the business of the Company or the Group (including any notes or memoranda referred to in clause 15) which may be in his possession or under his control; and
  - 16.2.4 for the purposes of clauses 16.2.1, 16.2.2 and 16.2.3 the Director hereby irrevocably appoints the Company to be his attorney to act in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this clause and a certificate in writing signed by any director or by the secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case as against the Director in favour of the Company and any third party.
- 16.3 The Director shall not at any time after the termination of his employment falsely represent himself as being in any way connected with the business of the Company or any other company in the Group.

## 17 **Suspension**

If the Board have reason to suspect that any one or more of the events set out in clauses 16.1.1 to 16.1.7 (inclusive) of this agreement has or have occurred the Board may suspend the Director on full pay pending further investigations.

## 18 **Non-competition/non-solicitation**

- 18.1 The Director shall not so as to compete with the Company during the period of 6 months after the Termination Date directly or indirectly on his own account or on behalf

of or in conjunction with any person, firm or company or other organisation canvass or solicit or by any other means seek to conduct Prohibited Business with or conduct Prohibited Business with any Restricted Customer.

- 18.2 The Director shall not so as to compete with the Company during the period of 6 months after the Termination Date directly or indirectly on his own account or on behalf of or in conjunction with any person, firm or company or other organisation canvass or solicit or by any other means seek to conduct Prohibited Business with or conduct Prohibited Business with any Prospective Customer.
- 18.3 The Director shall not so as to compete with the Company during the period of 6 months after the Termination Date directly or indirectly induce or seek to induce any senior employee of the Company engaged in the Prohibited Business who was such an employee at the Termination Date whether or not this would be a breach of contract on the part of the employee.
- 18.4 The Director shall not so as to compete with the Company during the period of 6 months after the Termination Date directly or indirectly seek to entice away from the Company or otherwise solicit or interfere with the relationship between the Company and any Protected Supplier.
- 18.5 The Director shall not so as to compete with the Company during the period of 6 months after the Termination Date within the Territory carry on or be directly or indirectly engaged, concerned or interested whether as principal, agent, shareholder, investor, director, employee or otherwise howsoever in any business or the setting up of any business engaged in or which it is intended to be engaged in any Prohibited Business. For the purpose of this clause 18.5 acts done by the Director outside the Territory shall nonetheless be deemed to be done within the Territory where their primary purpose is the obtaining of any Prohibited Business from any person, firm, company or other entity with business premises within the Territory.
- 18.6 The Director covenants that in respect of any other company in the Group in the business or affairs of which the Director shall at any time during the Relevant Period have been materially concerned or interested he will perform and observe in relation to each such Associated Company the covenants set out in this clause 18 and that each covenant shall be construed and enforceable as a separate covenant in relation to each such Associated Company. For the purposes of giving effect to the provisions of this clause 18.6 only, references to the Company in clauses 18.1 to 18.5 inclusive and in the definitions of Prohibited Business, Prospective Customer, Protected Supplier and Restricted Customer shall be deemed to be references to each such company.
- 18.7 The Director shall not, either during the continuance of this agreement or at any time after the Termination Date engage in any trade or business or be associated with any person, firm or Company engaged in any trade or business using the name cloudBuy or incorporating the words "cloudBuy".
- 18.8 These restrictions are entered into by the Company and the Director after having been separately legally advised.
- 18.9 Each of these restrictions contained in this clause 18 is intended to be separate and severable. In the event that any of the restrictions shall be held void but would be valid if part of the wording thereof were deleted such restriction shall apply with such deletion as may be necessary to make it valid and effective.
- 18.10 If the Company exercises its right pursuant to clause 4.3 to suspend the Director's duties and powers during any period after notice of termination of the Director's employment hereunder has been given by the Company or the Director the aggregate of the period of the suspension and the period after the Termination Date for which the covenants in clause 18 shall apply shall not exceed 6 months and, if the aggregate of

the two periods would exceed 6 months, the periods after the Termination Date for which the covenants in this clause 20 shall apply shall be reduced accordingly.

19 **Amalgamation or reconstruction**

If before the termination of this agreement the employment of the Director shall be determined by reason of the winding up of the Company for the purposes of reconstruction or amalgamation and the Company shall procure that any concern or undertaking resulting from such solvent reconstruction or amalgamation shall offer to the Director employment on no less favourable terms than contained in this agreement, the Director shall have no claim against the Company for damages or otherwise in connection with such determination provided that, in the event of the Director being made such an offer, it shall be conditional upon his employment with the Company counting as continuous employment within the meaning of the Employment Rights Act 1996.

20 **Grievance and discipline**

20.1 The Director should refer any grievances about his employment or about any decision relating to him to the Board by giving written notice. The reference will be dealt with by a majority present at the relevant Board meeting and whose decision shall be final.

20.2 There are no disciplinary rules relating to the Director's employment.

21 **Collective agreements**

No collective agreements affect the Director's terms and conditions of employment with the Company.

22 **Notices**

22.1 Any demand, notice or communication shall be deemed to have been duly served:

22.1.1 if delivered by hand, when left at the proper address for service;

22.1.2 if given or made by prepaid first class post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays),

provided that where in the case of delivery by hand such delivery occurs either after 4:00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 10:00am on the next following Business Day (such times being local times at the address of the recipient).

22.2 Any demand, notice or communication shall be made in writing addressed to the recipient at its registered office or its address stated in this agreement (or such other address as may be notified in writing from time to time).

23 **Breach prior to termination**

The expiration of or the lawful termination of this agreement shall not affect such other provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right or action already accrued to either party in respect of any breach of this agreement by the other party.

24 **Entire agreement**

As from the Commencement Date, this agreement and the documents referred to in it will constitute the entire agreement and understanding of the parties and any former agreements subsisting between the Director and the Company or any other company in

the Group in respect of such employment relationship will thereafter cease to be of effect.

25 **No outstanding claims**

The Director hereby acknowledges that he has no outstanding claims of any kind against the Company or any Group Company (other than in respect of remuneration and expenses due but not yet paid).

26 **Representation**

26.1 The Director represents and warrants to the Company that he is free to enter into this agreement and that he is not bound by any court order, agreement or arrangement which would prevent him from entering into this agreement or which would restrict the availability of his services to the Group.

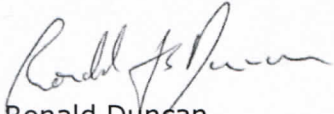
26.2 The Director hereby agrees to indemnify the Company fully against any and all liabilities damages, costs and expenses, including without limitation, legal fees and disbursements incurred by the Company in connection with any action, suit or proceedings brought against the Company concerning the subject matter of clause 26.1.

27 **Proper law and jurisdiction**

27.1 This agreement shall be governed by and construed in accordance with English law and each of the parties hereto submits to the non-exclusive jurisdiction of the English Courts.

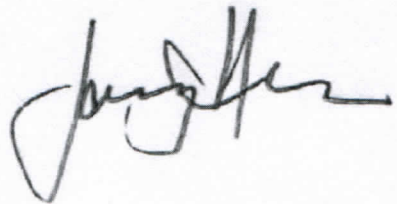
27.2 This agreement has been executed as a deed and is delivered on the date stated at the beginning of this agreement.

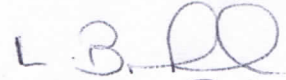
**SIGNED AND DELIVERED AS A DEED** by )  
**cloudBuy plc** )  
acting by two directors or by one director )  
and the secretary: )

**Director** :  
Signature :   
Name : Ronald Duncan

**Director/Secretary** :  
Signature :   
Name : Alice Morwood-Leyland

**SIGNED AND DELIVERED AS A DEED** by )  
**Jonathan Holden** in the presence of: )



**Witness** :  
Signature :   
Name : LISA BRUFORD  
Occupation : ADMINISTRATOR  
Address : 1 BLACKBERRY COURT  
O'BEE GARDENS  
BAUGHURST  
HANTS  
RG26 5G4.