

STRICTLY PRIVATE & CONFIDENTIAL
TO BE OPENED BY ADDRESSEE ONLY

XXXXXXXXXXXX
Name
&
Address
XXXXXXXXXXXX

WITHOUT PREJUDICE

Date

Our ref: XXX

Dear XXXXXXXXXXXX,

I write to confirm the terms agreed in relation to the termination of your employment with Scopulus Limited ("the Company")

Termination of Employment

1) Your employment with the Company will terminate on the date of your last day of work ("Termination Date"). You will be entitled to the same terms and conditions of employment as set out below, your entitlement to your final salary up to your Termination Date. The Company will not be responsible for the performance of your duties from the Termination Date. You must provide satisfactory evidence of that entitlement to your final salary accrued and untaken holiday in writing [by cheque/by credit transfer].

Compensation

2) Subject to Causes 9 and 10 of the Agreement, you will be entitled to the later of the Termination Date and the date of payment of a copy of this Agreement and the amount of compensation for the loss of your employment. The Company considers that Termination of your employment is a redundancy.

3) You will be paid in lieu of notice. Your final salary will be made through the payroll and your final salary will be paid on the day of your Termination Date.

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Company Property/Car

4) It is a condition of this Agreement that you will return on the Termination Date all Company or any of its subsidiary property which may be in your possession or use, including keys, cards, documents, memoranda and other records, to the Company's premises. You may use the car up to the Termination Date on the same terms as before. You are responsible for all fuel costs. You are also responsible for all losses or damage to the car. If you are on alternative employment within 12 months of the Termination Date, the car will be returned to the Company immediately.

Benefits

5) Your membership of the Company's Permanent Health insurance scheme will provide to you an Executive Officer's Health Insurance either xxxxxxxx or xxxxxxxx for a period of up to 6 months.

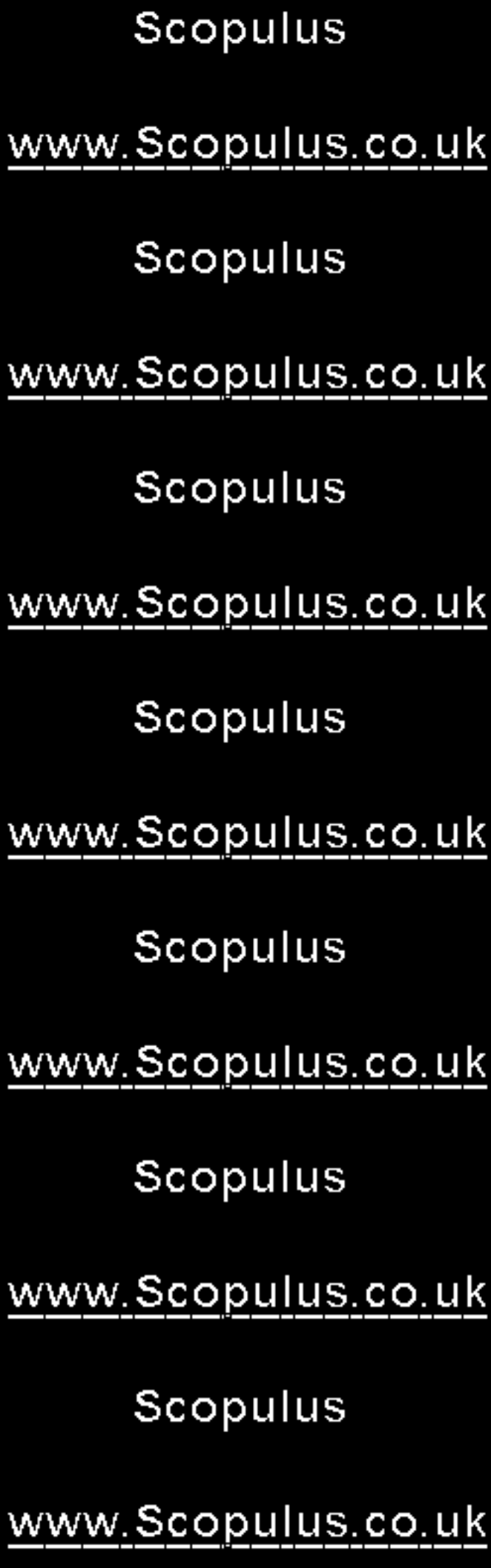
Restrictions

6) In consideration of the terms of this Agreement to be made within 14 days of the Termination Date, a condition of this Agreement to you and your family, partners and associates as follows:-

Production of Confidential Information

6.1) you will not (unless authorised in writing by the Company or by a Court of competent jurisdiction) disclose or

6.1.1) use for your own benefit or the benefit of any of its subsidiaries or associates disclosure of any confidential information which you have obtained from the Company or any of its subsidiaries or associates in confidence to a third party. Confidential information includes information relating to the business, financial or other affairs of the Company or any of its subsidiaries or associates, including products, future business strategy, and any other information the disclosure of which would be likely to result in a restriction shall not apply to an unauthorised disclosure.



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Confidentiality of Terms

6.2) you and the Company will not disclose any of its terms to a purpose of receiving professional jurisdiction or to the proper auth

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Statements regarding Termination

6.3) save with the prior consent make or issue or directly or indirectly to your employment with the Company for your departure other than in Schedule 1 hereto such consent authorised by the Board for the purposes hereto or as required by law or the Company will not make any such

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Harmful Statements

6.4) save as required by law or neither you nor the Company will statement or remark which may Company or any of its subsidiary company.

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Reference

7) The Company will when employer, a reference in the form undertakes that any oral reference out in Schedule 1.

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Legal Fees

8) The Company agrees to leading to the completion of this your lawyer of a properly drawn by the Company.

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Tax

9) The Company is proceeding Payment will not be subject to tax. However, the amount of tax will be responsible for the Payment

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Contributions in connection with the Company pursuant to this Agreement on behalf of all its subsidiaries and associates in full including interest, penalties, costs

Full and Final Settlement

10)

10.1) it is a condition of itself and on behalf to accept these terms rights of action of Company or any or agent of any subsidiary holding of any of matter including before an employ

10.1.1) any claim European or associated company;

10.1.2) any claim associate the company the Employment Chapter 1

10.1.3) any claim Part XI, C

10.1.4) any claim associate the company wages un

10.1.5) any claim associate an Employment under the or the Dis "Discrimi

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10.1.6) any claim u
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10.1.7) any claim a
respect of p

10.2) You hereby underta
will present or issu
process against any
above.

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10.3) You acknowledge t
the representations
the event of any bre
under these terms (C
must be repaid to th
Company as a debt

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Conditions

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11) it is an express condition of th

11.1) you have received
advisor as to the ter
effect on your abili
Tribunal;

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11.2) the conditions in Se
equivalent provisio
Regulations and the
Act 1992 regulatin

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11.3) the relevant indepe
to the Company's s
agreement a letter o
Schedule 2 to this A

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Resignation of Directors

12) You will resign with effect fro
office you may hold in the Compa
Definition

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13) In this Agreement:

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13.1) "subsidiary" shall have the Companies Act 1985;

13.2) "associate" means a body of company of the Company or a subsidiary company.

Please sign the attached copy of the

Yours sincerely,

[NAME]
[TITLE]

For and on behalf of [COMPANY]

I accept the terms of this letter:

SIGNED
[EMPLOYEE'S NAME]

DATED

SCHEDULE 1

This is where the reference is written

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Schedule 2

I, <NAME> <JOB TITLE/COMPANY>
meaning of Section 203(4) of the
<employee's name> on the terms
<employee's name> and <his> en
agreement> in particular its effect
Employment Tribunal. I confirm
of insurance in place against the r
loss which may arise in conseque

Signed <by the adviser>

Date

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