

**Simple Co
a Senior Execut**

THIS AGREEMENT is made

BETWEEN

- (1) (employer) whose
("the Company"); and
(2) (employee) of

IT IS AGREED:

1. Definitions and Interpretation
In this agreement, unless th

- 1.1 "Associated Company" w
the time of this agreemen
1.2 "Subsidiary will mean a s
Section 736
1.3 "the Board" will mean the
1.4 "Incapacity" will mean
Executive from presenting
1.5 "Day's salary" will mean 1
1.6 words importing one gene
the singular include the p
1.7 any reference in this agr
to include a reference to a
1.8 the clause headings in th
affect interpretation of th
1.9 where appropriate anythin
his personal representativ

2. Term of Employment

The employment of the E
shall be deemed to have c
accordingly subject to term

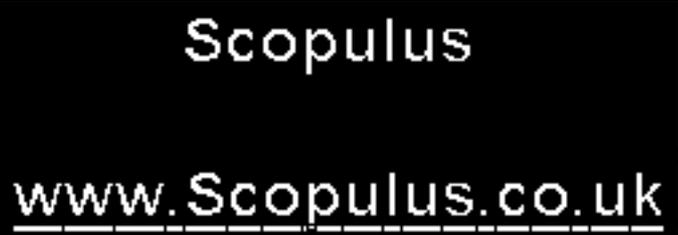
3. Duties

- 3.1 The Executive will serve t
and will carry out those du
3.2 The Company will be free
(of job) of the Company join

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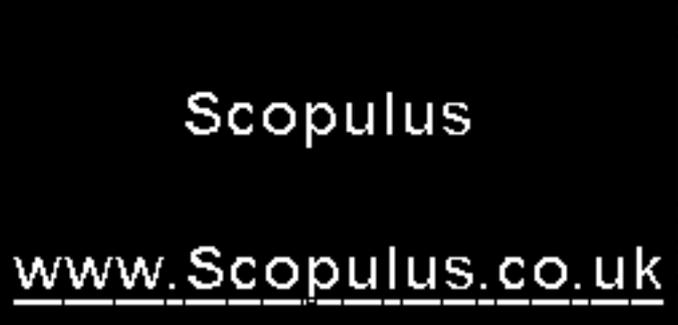
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and responsibilities which
upon the Executive under
3.3 The Company will be free
not exceeding [] month
and powers that were give

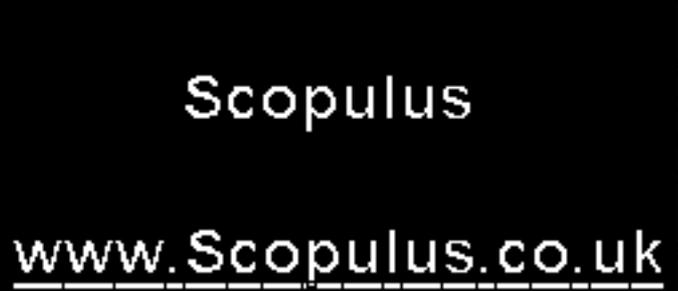


4. Hours and scope of e

4.1 The Executive, in order to
out his duties between the
as the Board may from time
the Executive will not have
for work done outside his



4.2 As a managing executive
duration of the Executive's
or can be determined
regulations 4(1) and (2), 6
the Working Time Regula



4.3 The Executive shall dev
company and shall not
involved in paid work for
investment in any other co
traded on a recognised st

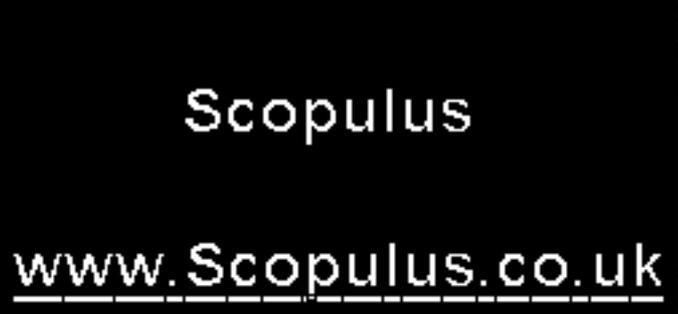
5. Place of employment

The Executive's place of e
the Company will be ent
places whether or not this
the Company may direct
required to travel from his
of his duties.

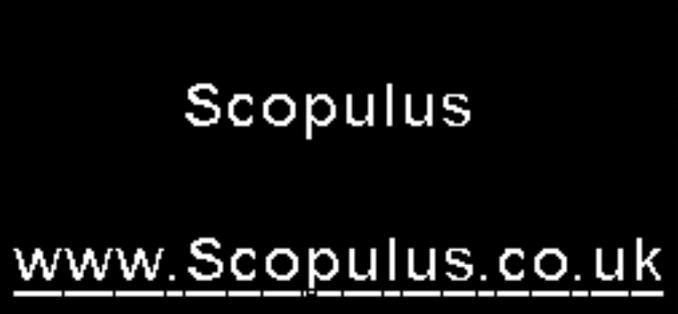


6. Remuneration

6.1 The Executive's remunera
year (this salary will be c
equal monthly instalments
payments will be made on

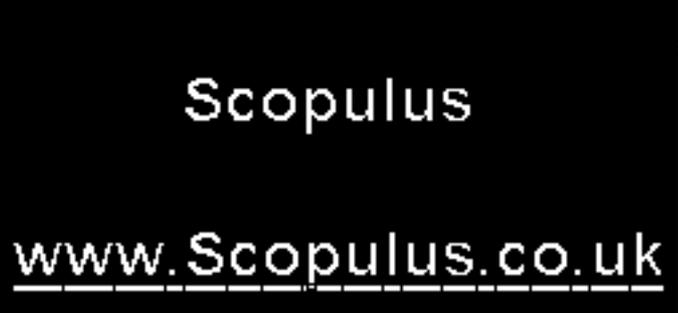


6.2 The Board shall review t
anniversary of this emplo
may be the increase of the



7. Pension scheme

The Executive will be eligi
(*pension scheme name*) and t
promptly pay all contributi



8. Company car

In conforming with the C
from time to time, the Cor

9. Expenses

Any reasonable hote
Executive in or about
the Company, provide
receipts or other evid
an aggregate sum of
must be approved in a

10. Holidays

- 10.1** The Company's holid
Executive will (in addit
[] weeks' paid holid
and to be taken at a ti
- 10.2.** Unless the consent o
may not carry forward
subsequent holiday ye
- 10.3.** Payment in lieu of holi
termination of emplo
[at the Board's disc
taken; at a rate of £xx
- 10.4.** Payment for holiday t
may be deducted from
Executive consents to

11. Illness

- 11.1** The Executive shall in
to be informed, as so
shall keep the Compat
- 11.2** If the Executive is abs
doctor's certificate to t
- 11.3** The Company pays
Executive complies wi
- 11.4** If the Executive is abs
and above SSP made
absence will be deter
there is no entitlement
- 11.5** In the event of abse
require the Executive
practitioner nominated
authorised by the Exe

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and its advisers the matters arising from it. Company sick pay if t after a G.P. or other h that he is fit to return to

12. Termination of employment

12.1 The employment of the without notice or payn any gross misconduct the Company or in the of the conditions cor damaging to any of the

12.2 The employment of the if the Executive becom into any deed of arran law from being a dire Company; resigns a accordance with claus patient under the Men to mental health.

12.3 The employment of the by reason of the Exe means he cannot pr consecutive days or within any period of 36

12.4 The employment of the upon giving to the othe Notice Period")

12.5 At any stage at the beg Company may require Garden Leave'); in tha a) he will continue to re agreement until expiry remain in full force and b) he must be availabl provide the Executive duties or tasks differen holiday this must be a c) the Company may e premises of the Comp d) the Executive may r person, firm, company e) the Executive may r or attempt to contact a adviser, of the Compa Company; and f) he must, if requeste

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any directorships or of
Company.

13. Confidentiality

13.1 The Executive is aware that he/she will have access to and be involved in the business and financial transactions and affairs of the Company.

13.2 The Executive will not disclose to any third party any trade secrets or confidential information of the business or finances of the Company or its subsidiaries or any trade secrets or confidential information concerning any of its customers. This obligation continues after the Executive's employment which is in the public interest and which comes into the public domain as a result of a breach of this agreement.

13.3 The Executive will, upon the termination of his employment, delete all copies of any trade secrets or confidential information of the business of the Company or its subsidiaries received or made available to him during his employment such documents and shall delete all copies of any such information of his.

14. Inventions, designs, improvements

14.1 The Executive acknowledges that he/she has certain duties and those duties include the obligation to participate in the general management of the Company. Intellectual Property belongs to the Company.

14.2 The Executive will provide the Company with all Intellectual Property in the course of his/her employment, developments, processes, methods, systems (together "Inventions") and shall not disclose such information with others in the course of his/her employment.

15. Non-solicitation

15.1 The Executive covenants not to solicit or induce any employee of the Company after his term of employment has ended without the prior written consent of the Company. The Company's undertaking of any business or other activity in the business of (define the business of the Company).

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- any other person firm or
15.2 search for or obtain ord
company who at any tim
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- 15.3** endeavour to attract or
has at any time bee
Companies.
PROVIDED that noth
obtaining of orders or t
business as described

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16. Non-competition

The Executive covenan
for [] months after h
or with another person
ant person firm or cor
connected in any activ
the business of (*define t*

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17. Discipline & Grievances

- 17.1** There are no formal d
save that the rules of
dissatisfied with any di
attempt to resolve thi
satisfaction he may

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- 17.2** The Executive shall
Chairman and he may
has not been properly

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18. References, Permits an

- 18.1** The employment of the
references which are s
18.2 To ensure compliance
require confirmation th
require you to produce
during your first week o
registration of naturalis
correspondence from t
of employment for all n
18.3 Your employment is su
examination by a medi

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19. Miscellaneous

19.1 This agreement is governed by English law.

19.2 The parties to this agreement agree to submit to the jurisdiction of the English courts.

IN WITNESS whereof this agreement is written above.

Signed by

For and behalf of The Company

Signed by

The Executive

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