

LONG TERM EMPLOYMENT CONTRACT

Between:

1. FDM Luxembourg S.A., established and having its registered office at 12c Rue Guillaume. J. Kroll 1882 Luxembourg,

duly represented by Andy Brown, Director

hereinafter referred to as the "**Company**" or the "**Employer**";

and

2. Christos Santos, born on 22nd June 1994 in Patra, residing at 53 Voutura Str, Athens, Greece,

hereinafter referred to as the "**Employee**";

It has been agreed as follows:

Preamble:

- (i.) This employment contract (the "**Agreement**") sets out the terms and conditions of the Employee's employment with the Company (the "**Appointment**").
- (ii.) The Company shall employ the Employee, and the Employee shall serve the Company on the terms, and subject to the conditions, of this Agreement.
- (iii.) The Employee acknowledges and accepts that the work position for which he/she will be employed within the Company requires the successful completion of a specific preliminary training (the "**Training Programme**") which shall hence constitute an essential element of this Agreement.
- (iv.) The Employee agrees to follow the Training Programme, under the terms and conditions set out in Appendix 1 to this Agreement.
- (v.) For the sake of clarity, the period of time spent by the Employee under the Training Programme and the potential subsequent waiting time before the Employee is assigned to provide services to the Company's clients (the "**Client(s)**") (i.e. hereinafter referred to as the "**Placement(s)**") shall be referred to as the "**Training Period**" in this Agreement and the subsequent period of time after commencement of a Placement as the "**Effective Period**".

1. JOB TITLE AND DUTIES

- 1.1 The Employee's initial period of employment (i.e. the Training Period) shall consist in successfully completing the Training Programme, which is expected to last approximately 4 week's in addition to any subsequent period of employment prior to commencing a Placement.
- 1.2 Subject to article 3 here below, the Employee is employed to act as "IT Consultant" during the Effective Period. In this position, he/she will have to report to Padraig Haughney or any other designated person. After successful completion of the Training Programme, his/her duties will notably include, but will not be limited to the performance of the following tasks:
 - IT Consultant duties for a person, firm or company who is a Client of the Company at such locations and at such times notified to him/her by the Company on reasonable notice. The Employee will be notified of the estimated duration of the Placement at the beginning of the Placement, although this may be subject to change during the Placement by the Company giving him/her reasonable notice;
 - Assist with training and carry out other support functions as required of the Employee from time to time;
 - Maintain and improve his/her technical and soft skills;
 - Keep his/her curriculum vitae up to date and accept Placements as specified by the Company;
 - Unless prevented by any sickness or injury, devote the whole of his/her time, attention and abilities to the business of the Company;
 - thoroughly perform the duties that the Company assigns to him/her, together with any other individual that the Company may ask to work jointly with him/her;
 - comply with all reasonable and lawful requests made by the Company;
 - use his/her best attempts to promote, protect, develop and extend the business of any group company;
 - consent to the Company monitoring and recording his/her use of any electronic communications systems it has, in order to ensure that any rules it has are being complied with and for legitimate business purposes; and
 - comply with the current electronic communication systems policy that is in the Company's Staff Handbook, which is available on the intranet and on request from the People Team.
- 1.3 The Employee's normal duties during the Effective Period are those reasonably consistent with the above mentioned functions. The Company may from time to time also require the Employee to perform other duties in addition to or instead of his/her duties according to its assessment or its operational need, provided that such duties are commensurate with his/her experience and/or education.
- 1.4 The Company may at any time vary the capacity in which the Employee is employed during the Effective Period, his/her job title and/or the nature and scope of his/her duties provided that such variation does not result in any material or significant loss of status or authority.
- 1.5 The Employee shall not undertake any work for anyone else while he/she is employed by the Company nor shall he/she be employed, engaged, concerned

or interested (whether directly or indirectly) in any trade, business, undertaking or occupation other than that of the Company or FDM Group Limited or any of its subsidiaries (the "**Group Companies**"). In addition, the Employee shall notify the Company of any voluntary or unpaid work that may affect the Employee's performance of his/her functions in accordance with this Agreement.

- 1.6 The Employee warrants that he/she is entitled to work in the territory of the Grand Duchy of Luxembourg undertaking the type of work for which he/she is employed by the Company without any additional approvals, has provided the Company with written evidence of such entitlement and will notify the Company immediately if he/she ceases to be so entitled during the Appointment.

2. DURATION

- 2.1 Notwithstanding the provisions of clauses 1.6, 2.2, 2.3, 3, 9 and 16 of this Agreement, this Agreement is made for an unlimited period of time and the Employee's employment with the Company shall commence, or shall be deemed to have commenced on, and these terms and conditions shall have effect as from 11th January 2021 (the "**Commencement Date**").
- 2.2 This Agreement is concluded with a trial period of 6 (six) months. The trial period will begin on the Commencement Date.
- 2.3 The employment on trial may be terminated at any time by both of the two parties with a prior written notice of termination of 24 (twenty-four) days sent by registered mail to the other party.

3. TRAINING PROGRAMME

- 3.1. The Employee acknowledges and agrees that before being able to perform his/her duties, as "IT Consultant" for the Company during the Effective Period, he/she will be required to commit to attend and follow the Training Programme.
- 3.2. The parties acknowledge and agree that it is an essential element of this Agreement that the Employee has successfully completed the Training Programme, the terms and conditions of which are defined in Appendix 1 to this Agreement.

4. LOCATION OF WORK

- 4.1 The Employee's normal place of work during the Effective Period will be at the registered office of the Company or such other place which the Company may reasonably require for the proper performance and exercise of his/her duties, including the Client's premises or the Employee's home.
- 4.2 The Employee agrees to travel for the Company's business (both within the territory of the Grand Duchy of Luxembourg and abroad) as may be required for the proper performance and exercise of his/her duties.

- 4.3 The Employee expressly agrees that, in the performance of his/her services, the place of work may be modified, temporarily or not, at the Company's sole discretion.

5. HOURS OF WORK

- 5.1 The Training Programme shall normally take place during the hours between 9.00 am and 5.30 pm, Monday to Friday, with 1 (one) hour for lunch and various breaks as specified by the Company. Hence, during the Training Period, the Employee is expected to arrive 8.45 am so he/she is ready to start his/her training on time. The Company may offer different training times to allow flexibility.
- 5.2 During the Effective Period, the regular working time is 40 (forty) hours per week and 8 (eight) hours per day. The working schedule is Monday to Friday from 8.30 am to 5.30 pm with 1 (one) hour for lunch to be taken between 12.30 pm and 2.00 pm.
- 5.3 The working duration may be amended from time to time according to the Company's needs.
- 5.4 The Employee may be required to work overtime in addition to his/her normal hours of work on reasonable notice or whenever necessary for the proper performance of his/her duties or to meet the needs of the business, pursuant to the provisions of the Labour Code.

6. PAY

- 6.1 During the Training Period, the Employee will receive the amount of EUR 32,000.- per annum gross as salary (index applicable at Commencement Date) subject to all legal and statutory deductions.
- 6.2 During the Effective Period, the Employee's basic gross annual salary in respect of his/her service under this Agreement shall be EUR 32,000.- (index applicable at Commencement Date) subject to all legal and statutory deductions.
- 6.3 The Employee's annual salary shall be payable monthly in 12 (twelve) equal instalments at the end of each calendar month, after deduction of all duties, taxes and social security contributions as required by law.
- 6.4 Any Placement may entitle the Employee to a performance-related bonus payment of EUR 22.49.- gross per day ("**Performance Bonus**").

The Company may change the amount of the Performance Bonus at its absolute discretion. If any, the Employee will be notified in writing of any change within one month of the change.

- 6.5 Any payment of a Performance Bonus will be purely discretionary and will not form part of the Employee's contractual remuneration under this Agreement. If

the Company makes a Performance Bonus payment to the Employee it is not obliged to make any future Performance Bonus payments. If the Employee only works part of a day the amount of the Performance Bonus, if any, will be reduced pro rata.

- 6.6 In consideration of the above, potential bonus payments during the Effective Period, even if made repeatedly or regularly and whatever their amounts are, can never lead to a vested right for the Employee. Bonus payments, if any, will be made subject to the deduction of social and tax contributions as required by applicable law.
- 6.7 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the proper performance of his/her duties during the course of his/her Appointment and in accordance with the Company's policies on expenses as communicated to the Employee from time to time, subject to the production of receipts or other appropriate evidence of payment.
- 6.8 Expenses are payable at the same time as salary, provided they have been properly applied for.
- 6.9 All payments to be made to the Employee arising out of or in connection with his/her Appointment shall be paid subject to the deduction of tax and social security contributions as required by applicable law.

7. INCAPACITY FOR WORK

- 7.1 In case of incapacity for work, the Employee shall inform the Company on the first day of absence of his/her disablement having caused the absence from work.
- 7.2 On the third day of absence, at the latest, the Employee is compelled to have provided the Company with a medical certificate certifying his/her incapacity for work and its probable duration to the Company.
- 7.3 The provisions of article L. 121-6 of the Labour Code shall apply.
- 7.4 The Company may at any time request the Employee to visit a medical practitioner, chosen at the Company's expenses and discretion.

8. HOLIDAYS

- 8.1 The Employee shall be entitled to an annual paid holiday of 26 (twenty-six) days for each calendar year, to be taken at a time convenient to the Company.
- 8.2 In the years of commencement and termination of employment the Employee's holiday entitlement will be calculated on a *pro rata* basis. Where on termination of the Employee's employment, the Employee has taken more holiday than his/her annual holiday entitlement (to be calculated on a *pro rata* basis) the Employee will compensate the Company for each day of holiday he/she has taken in excess of his/her annual holiday entitlement.

9. TERMINATION OF EMPLOYMENT

- 9.1 Any party who wishes to terminate this Agreement has to notify the termination to the other party by registered mail or by signing for acknowledgment of receipt a copy of the notice of termination.
- 9.2 The termination with notice of this Agreement is subject to the compliance with the provisions of articles L. 124-1 and *seq.* of the Labour Code.
- 9.3 In the event of serious misconduct committed by one of the parties, this Agreement may be terminated with immediate effect. The provisions of article L.124-10 of the Labour Code shall be applicable.

10. CONSEQUENCES OF TERMINATION

- 10.1 Upon termination of the Employee's Appointment for whatever reason, or at any time on demand, the Employee shall deliver forthwith to the Company all books, documents, papers (including photocopies) in each case in whatever format they may exist, materials, credit cards, company car, car keys, computer disks and software and any other property belonging to the Company or Group Companies which may then be in the Employee's possession or under his/her power or control including, without limitation, any papers belonging to others which may be in his/her possession or under his/her power or control and relate in any way to the business or affairs of the Company or any Group Companies or any supplier, agent, distributor, customer or client of the Company or any Group Companies, and the Employee shall not without written consent of the Company retain any copies thereof.

11. CONFIDENTIAL INFORMATION

- 11.1 The Employee shall not (except as authorised or required by his/her employment hereunder) during the continuance of his/her Appointment or after the termination, during a period of 25 (twenty-five) years, use (other than in the proper performance of his/her duties and for the purposes of the Company or any Group Companies) or disclose to any person, firm, company or other organisation whatsoever any information relating to method, letters, patent, trade, marks, whether registered or unregistered, designs, utility models, copyrights, including design copyrights, trademarks, applications for any of the foregoing and the right to apply for them in any part of the world, intellectual property including discoveries, creations, inventions, or improvements upon or additions to an invention, trade secrets, method, applications, technology, know-how, computer programmes, techniques, configurations, electronic sites and systems of the Company or any Group Companies, the organisation, business or finances of the Company or any Group Companies or any of its customers, agents or suppliers or any of its confidential details of any dealings, transactions or affairs of which the Employee is or may become in possession during his/her Appointment and shall keep with inviolable secrecy all matters entrusted to him/her, and the Employee shall use his/her best endeavours to prevent the disclosure or use of any such information in any manner which

may injure or cause loss whether directly or indirectly to the Company or any Group Companies or any of its or their officers, directors or employees.

- 11.2 Any notes, memoranda or copies made by the Employee during his/her Appointment or at any time thereafter relating to any matter within the scope of the business of the Company or any Group Companies or concerning any of its dealings, transactions or affairs shall be and remain the property of the Company or any Group Companies, and the Employee will not either during his/her Appointment or at any time thereafter use or permit to be used any such notes, memoranda or copies otherwise than for the benefit of the Company or any Group Companies.
- 11.3 The Employee will not make any public statement or any statement to a person employed or associated with the media concerning the Company, any Group Companies or any of its or their officers, directors or employees, customers or suppliers or their activities without first obtaining the written permission of the Company.

12. PROTECTION OF HARDWARE/MATERIALS AND SOFTWARE RESTRAINT EMAIL & INTERNET USAGE

- 12.1 The Employee acknowledges that access to the Company's computer and telephone systems is provided for business purposes only. The Employee agrees to abide, at all times, with any relevant policy or procedure issued by the Company from time to time. Unauthorised use of e-mail or internal systems is a serious breach of discipline and may result in disciplinary action against the Employee.
- 12.2 The Employee undertakes not damage, interfere with or alter any computer hardware or other materials or software provided by the Company for the use of the Employee or delete or remove any electronic data from any computer other than as authorized by the Company or use any system for any purpose other than the legitimate business of the Company or do any act which may be harmful to the operation of the Company's systems.
- 12.3 The Employee undertakes not to install or allowed to be installed on any hardware provided by the Company any software, including computer games, other than that authorised by the Company in writing.

13. NON-COMPETITION & NON-SOLICITATION

- 13.1 The Employee undertakes not to enter within the territory of the Grand Duchy of Luxembourg in his/her own name and on his/her own behalf in any business that is in direct or indirect competition with the Company's or any Group Companies' businesses for a period of 12 (twelve) months following the termination of this Agreement.
- 13.2 The Employee undertakes not to solicit or induce or endeavour to solicit or induce any person who, on the date of termination of this Agreement, is employed by the Company or any Group Companies to cease working for or providing services to the Company or any Group Companies.

- 13.3 The Employee undertakes not to solicit or induce or endeavour to solicit or induce any consultant, supplier, or service provider to cease to deal with the Company or any Group Companies and shall not interfere in any way with any relationship between a consultant, a supplier, or a service provider and the Company or any Group Companies.
- 13.4. The undertakings set out in sub-paragraphs 13.2 and 13.3 are applicable during the term of this Agreement and shall survive during a period of 5 (five) years from the term of this Agreement.
- 13.5 The Employee agrees that in the event of his/her receiving from any person an offer of employment or other engagement (whether oral or written and whether accepted or not) either during the continuance of the Appointment or during the continuance in force of all or any of the restrictions set out in this clause, he/she shall notify the Company and make the substance of the restrictions contained in this clause and clause 11 (Confidential Information) known to the person making such offer.

14. INTELLECTUAL PROPERTY

- 14.1 The Employee acknowledges and agrees that, to the fullest extent authorised by law, all intellectual property rights which are directly or indirectly related to the Company's activities and which concern works created by the Employee in the course of his/her employment by the Company, upon instruction of the Company or simply by using techniques, means and/or data belonging to the Company, shall be exclusively assigned to the Company, without the Employee having the right to claim any additional remuneration other than that provided for under clause 6 (Pay) of this Agreement.
- 14.2 Such intellectual property rights shall in particular include, but are not limited to, all present and future author's rights, rights on data bases, design rights or patent rights for the full term thereof, throughout the world.
- 16.3 The assignment of rights to the Company will in particular, but not only include the right to sell, licence, reproduce, communicate, translate, adapt, modify and in a general way put on the market either for free or against remuneration.

15. CONDITION PRECEDENTS

- 15.1 Notwithstanding article 3 here above, this Agreement is contingent upon the satisfactory completion of a medical examination as required by Luxembourg law. The costs of the medical examination will be borne by the Company.
- 15.2 This Agreement is subject to the condition precedent that the Employee has previously obtained all necessary administrative authorisation and has complied with all applicable legal requirements as regards immigration and work on the territory of Luxembourg.
- 15.3 The Employee confirms that he/she has not been convicted for criminal offences, except for traffic offences.

15.4 The Employee confirms that the curriculum vitae and/or information provided to the Company prior to the signing hereof is true and accurate in all respects.

16. DATA PROTECTION

16.1 In accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "**General Data Protection Regulation**") as well as the Luxembourg data protection law of 1st August 2018 organizing the National Commission for data protection and the general system on data protection, as may be amended or replaced, and any other data protection law applicable in Luxembourg (collectively hereinafter the "**Data Protection Laws**"), the Employee is informed that the Company acting as data controller collects, stores and processes, by electronic or other means, the data supplied by the Employee during the employment relationship for the administration of this Agreement and in order to comply with the applicable legal and regulatory obligations in relation to this Agreement.

16.2 The personal data includes: the Employee's name, home address, phone number, nationality, Employee ID number, tax ID and social security number, immigration status, marital status, job title, salary, bonuses and other benefits, bank details, professional experience, education, performance history, qualification, hobbies and interests, images and photos, information concerning performance, career plans, medical leave information, emergency contacts and health or handicap data to the extent permitted by employment laws and regulations, copies of other personal documents, such as ID cards or passports, and any other personal information provided by the Employee to the Company (the "**Personal Data**").

16.3 In addition to the Personal Data, the Company might be provided with information relating to the Employee's relatives and/or friends as emergency contact(s). The Company hereby kindly asks the Employee to inform such relatives and friends that the Company collects and might process their personal data.

16.4 The Employee may, at his/her discretion, refuse to communicate the Personal Data to the Company. In this event, however, the Company may not be able to hire the person as an employee if the relevant Personal Data is necessary for its legal obligations resulting from the employment relationship with the Employee and/or to execute the Agreement.

16.5 The Personal Data is collected for the purposes of:

- the performance of this Agreement, notably to process the Company's payroll, withhold taxes and social security charges, maintain and improve security systems, prepare reports for public authorities (e.g. trade and companies register) etc.;
- the legitimate interests pursued by the Company (including but not limited to the provision of evidence in the event of a dispute, of a transaction or any commercial communication as well as in connection with any proposed

- purchase merger or acquisition of any part of the Company's business; for the compliance with foreign laws and regulations and/or any order of a foreign court, government, supervisory, regulatory or tax authority; for the protection of the Company's goods and security of the Employee and third parties interacting with the Company);
- the compliance with applicable legal and regulatory obligations, notably employment laws and regulations, and the amended law of 29 March 2013 on organisation of criminal record.
- 16.6 The Employee is hereby informed that his/her Personal Data will not be processed for the purposes of commercial prospecting.
- 16.7 The Company stores the Personal Data in controlled-access, centralised databases, secure paper and electronic files in Luxembourg. The access is limited to authorised users subject to a confidentiality duty, such as the human resources department, the accounting department, or the Employee's manager, on a need to know basis.
- 16.8 The administration of remuneration and financial compensation of the Employee may however be outsourced to a service provider located in the European Economic Area ("**EEA**"), in which case such service provider, acting in the capacity of sub-contractors / data processor on the instructions of the Company, would have access to the Personal Data of the Employee. The Personal Data may also be transferred to administration and public authorities, social security services, insurance, banking institutions, and to professional advisors and auditors of the Company, which are located in the EEA, for the purposes mentioned above (collectively hereinafter the "**Recipients**")
- 16.9 The Employee is informed that their Personal Data may also be transferred to a parent company FDM Group Limited, 3rd Floor, Cottons Centre, Cottons Lane, London, SE1 2QG and or FDM Group GmbH, in order to enable the efficient administration of employees on a group level. Personal Data may also be transferred to clients of the Group Companies in the following countries in connection with future opportunities: United Kingdom, Ireland, France, Germany, Austria, Spain, Switzerland, Denmark, Sweden, Belgium, South Africa, the United States of America, Canada, Australia, Hong Kong, Singapore and/or China. Personal Data may not be transferred to other units or third parties, except the third parties listed above and except for where this is provided for by law.]
- 16.10 The Recipients may, under their own responsibility, disclose the Personal Data to their agents and/or delegates (the "**Sub-Recipients**"), which shall process the Personal Data for the sole purposes of assisting the Recipients in providing their services to the Company and/or assisting the Recipients in fulfilling their own legal obligations.
- 16.11 Where the Recipients are located outside the EEA in a country which does not ensure an adequate level of protection for Personal Data, the Company will enter into legally binding transfer agreements with the relevant Recipients in the form of the EU Commission's approved model clauses. Where the Sub-Recipients are located outside the EEA in a country which does not ensure an adequate level of protection for Personal Data, the Recipients shall also enter into legally binding transfer agreements with the relevant Sub-Recipients in the

form of the EU Commission's approved model clauses. In this respect, the Employee has a right to request copies of the relevant document for enabling the Personal Data transfer(s) towards such countries by writing to the Company.

- 16.12 The Recipients and Sub-Recipients may, as the case may be, process the Personal Data as data processors (when processing the Personal Data on behalf and upon instructions of the Company and/or the Recipients), or as distinct controllers (when processing the Personal Data for their own purposes, namely fulfilling their own legal obligations).
- 16.13 Personal Data will be stored for the duration of the employment relationship and thereafter until legal claims are bared under the statute of limitation.
- 16.14 The Company endeavors to protect the Personal Data by using adequate security measures (maintained and improved over time in line with legal and technological improvements) and by putting in place contractual limitations on the use of the Personal Data, as the case may be.
- 16.15 In accordance with the conditions laid down by the Data Protection Laws, the Employee has the right to request access to his/her Personal Data. He/She may also request that his/her Personal Data are rectified where they are inaccurate or incomplete.
- 16.16 The Employee may also request that his/her Personal Data are erased or that data processing be restricted if the Personal Data may no longer be legitimately held or processed. The Employee further has a right of objection and a right to data portability under the conditions laid down in the Data Protection Laws.
- 16.17 The Employee may exercise his/her rights by writing to the Company at the following address: dpo@fdmgroup.com .
- 16.18 The Employee also acknowledges the existence of his/her right to lodge a complaint with the Commission Nationale pour la Protection des Données (the "CNPD") or with any competent data protection supervisory authority in their EU Member State of residence.

17 MISCELLANEOUS

- 17.1 The Employee represents to the Company that there are no obligations or restrictions that would keep him/her from joining the Company and performing the services contemplated by this Agreement and that he/she possesses all licenses, permits and/or approvals from the applicable regulatory authorities necessary or required for him/her to perform such services.
- 17.2 The Employee undertakes to inform the Company about any changes of his/her home address/domicile within 5 (five) days as of the effectiveness of such change.
- 17.3 This Agreement may not be modified or amended unless in writing signed by the undersigned Parties or pursuant to the applicable legal provisions. Any

notice required by this Agreement shall be made in writing to the Company or to any other person as indicated from time to time, or to the Employee at his/her home address most recently on file with the Company.

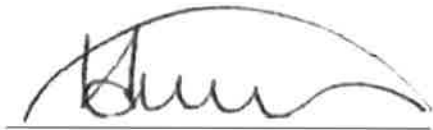
18. LAW AND JURISDICTION

18.1 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by, and shall be construed in accordance with the laws of Luxembourg, especially the Labour Code, and the parties give exclusive jurisdiction to the Luxembourg Courts.

Done in two originals in Luxembourg on 8th January 2021, each Party declaring having received one original.

The Company

The Employee



Christos Stamos

Appendix 1: The Training Programme

1. Definitions

The following terms shall have the following meaning:

Academy means the academy of the Company at the Premises where the Training Programme is provided to the Employee by the Company.

Charges means the fee payable in respect of each Module as set out in Appendix 2.

Code of Conduct means the code of conduct set out in Appendix 3, as varied from time to time by the Company and communicated to the Employee.

Materials means the materials belonging to the Company which the Company uses in the provision of the Training Programme, as may be provided to the Employee and that will remain available to the Employee during the Training Programme.

Module(s) means the module(s) that make up the courses as part of the Training Programme, as described in Appendix 2 as may be amended from time to time.

Premises means the registered office of the Company where the Training Programme will be provided or any other premises identified to the Employee and agreed with him/her, including the Employee's home.

Total Charges means the total amount of the Charges for all Modules the Employee has commenced during the Training Programme, calculated in accordance with Appendix 2. The Total Charges will be based on Charges for the Modules the Employee has commenced during his/her Training Programme. Even if he/she did not complete the Module but had access to it, the full cost of the Module will be included within the Total Charges amount.

Virtual Training has the meaning given in paragraph 3.11 below.

2. Company's obligations

Notwithstanding the provisions of the Agreement here above, the Company further agrees to:

- 2.1. provide the Training Programme to the Employee at the Premises, or any other location which the Company may specify from time to time. The Training Programme shall normally take place during the hours between 9.00 am and 5.30 pm, Monday to Friday, with 1 (one) hour for lunch and various breaks as specified by the Company. The Employee is expected to arrive at the Premises by 8.45 am so he/she is ready to start his/her Training Programme on time. The Company may offer different Training Programme times to allow flexibility for completion of the Training Programme;
- 2.2. enter the Employee for any relevant examinations (as described in Appendix 2) and pay the examination fee (if required). Nothing in this Agreement gives any warranty or guarantee to the Employee that he/she will achieve the standard required to pass any such examination although the Training Programme covers the knowledge required for the examination;
- 2.3. provide a work station for the Employee's use at the Premises whilst undertaking the Training Programme;
- 2.4. pay to the Employee the amount of EUR 32,000.- per annum gross, as salary during the Training Programme (index applicable at the Commencement Date) subject to all legal and statutory deductions;
- 2.5. promote the Employee's continued development during the Training Programme through continued access to training with FDM or provision of training through third parties and eLearning resources;
- 2.6. provide the use, which may be shared, of any software packages and software development tools, books and manuals or other Materials (electronic or hard copy) referred to in the Module description for the Employee's use for the duration of the Training Programme.

3. Employee's obligations

Notwithstanding the provisions of the Agreement here above, the Employee undertakes and agrees to:

- 3.1. act at all times in accordance with the Company's internal rules relating to training and to comply with the Code of Conduct, the Company's policies and any sections of any staff handbook which relate to training;
- 3.2. attend training on all Modules at the Premises at the times agreed by the parties for the Training Programme and undertake such other study as may be required for the Employee to Complete his/her Training Programme in a timely manner;

- 3.3. attend the relevant examinations (as described in Appendix 2) required for the Employee to complete the Training Programme in a timely manner;
- 3.4. reduce any absences to a minimum during the Training Period; Holidays must be agreed with the Company and are not encouraged during the Training Programme.
- 3.5. perform to the best of his/her ability, maintain the standards expected by the Company and actively take on any development opportunities where improvements are required whether they relate to technical or professional skills;
- 3.6. adhere to the terms relating to the payment of the Total Charges set out in clause 4 below;
- 3.7. work diligently in his/her studies in order to achieve a high standard of expertise and maintain and continuously improve his/her technical and professional skills, throughout the Training Programme;
- 3.8. return to the Company all and any notes, other than notes made by the Employee for his/her own lawful and authorised purposes, together with software, papers, copies (including electronic copies in any format) of the Materials, intact and undamaged, at the end of each Module, upon termination of this Agreement for any reason, or at any time the Company requests return of the Materials from the Employee;
- 3.9. keep undisclosed to any third party, or use for his/her own purposes, any information of a confidential nature relating to the Company's business, or that of any Company's client, and this Agreement (including its content) or details of any method used in the provision of the Training Programme; and
- 3.10. provide VAT receipts for any valid expense claims with written authorisation from the Company and in accordance with the Company's expense policy, as varied from time to time and communicated to the Employee.
- 3.11. There may be instances when part or all of the Training Programme is provided to the employee virtually (**Virtual Training**). If this is the case, the Employee will not be required to attend the Premises. Where possible, the Employee agrees to use his/her own computer and equipment to facilitate Virtual Training, and set up a space at home where he/she can actively participate in the Training Programme without interruption. The Employee agree to be logged in to his/her computer by the time the training is set to start.

4. Cost of training

- 4.1. The Total Charges are dependent on the Modules the Employee commences and shall not exceed EUR 7,000.- (all taxes included).
- 4.2. In order to safeguard the Company's investment, the Employee undertakes to continue working for the Company for at least 2 years after the start of the Effective Period.

As a consequence of the above, the Employee undertakes to reimburse the Total Charges, in the event that:

- i. he/she resigns less than 2 years after the start of the Effective Period; and/or
 - ii. he/she is dismissed with immediate effect for gross misconduct less than 2 years after the start of the Effective Period.
- 4.3. The parties acknowledge and agree that the percentage of refund that will be requested by the Company in case of resignation and/or termination with immediate effect will reduce by 1/24th for each complete month of employment after the start of the Effective Period. For example:

Total Charges on commencement of the Effective Period	EUR 7,000
Total Charges on completion of 12 months of the Effective Period	EUR 3,500
Total Charges on completion of 18 months of the Effective Period	EUR 1,750
Total Charges on completion of 24 months of the Effective Period	Nil

5. Placements and geographical flexibility

- 5.1. The Employee acknowledges and agrees that once he/she has successfully passed initial training giving the Employee the relevant skill set he/she may be requested to work for a client of the Company.
- 5.2. Throughout the duration of the Training Period and the Effective Period, the Employee agrees to keep his/her curriculum vitae up to date, accept Placements as specified by the Company and attend the Academy for further training, upskilling, internal work or preparation for his/her next

Placement. Failure to comply with the Company's reasonable instructions may result in termination of this Agreement.

6. Relationship with Company's clients

- 6.1. The Employee acknowledges that in attending the Training Programme he/she may be exposed to confidential information relating to the Company's clients, including the identity of the clients. Accordingly the Employee agrees that he/she will not disclose any information concerning a client to any third party.

7. General

The following general provisions shall also apply:

- 7.1. Any clauses in this appendix that are expressly stated, or by implication intended, to apply after expiry or termination of the Agreement shall continue in full force and effect after such expiry or termination.
- 7.2. This Agreement and its appendix are the entire agreement between the parties relating to the provision of the Training Programme and supersedes all prior discussions, representations and agreements and may not be varied save expressly in writing by agreement of both parties and signed by a Director of the Company.
- 7.3. The Company reserves the right to change the contents of the Modules set out in Appendix 2 from time to time in line with industry developments and trends.
- 7.4. As part of the Training Programme, the Company may provide the Employee training on other courses or Modules not set out in Appendix 2 on terms to be agreed in writing between the parties.

Appendix 3: Code of Conduct

In order to establish a successful FDM Academy community, it is important to be explicit about the Company's expectations of the Employee and to be clear about its commitments to him/her.

The Company expects the Employee:

- to abide by the rules and regulations of the Company, as communicated to the Employee
- dress in accordance with the Company's dress code
- to behave appropriately to staff, IT Consultants and any Clients the Employee might come into contact with, with co-operation and respect
- to act in a manner which does not bring the name of the Company, Group Companies and/or the Academy into disrepute
- to treat everyone with respect regardless of differences such as gender, race, nationality, ethnic origin, religion/belief, disability, age, sexual orientation or gender reassignment
- to be punctual and to minimise any absences during the Training Programme
- to act in accordance with the applicable legal provisions.

Administrative

The Company expects the Employee

- to abide by the terms of the Agreement
- to inform the Company of any changes in his/her personal details or address and to check his/her programme of study for the Training Programme
- to check, read and act upon his/her email regularly

Studying / Training

The Company expects the Employee

- to make full use of the learning opportunities provided by the Company by attending his/her elected training centre (at the Premises) for seminars and full time training as agreed with the Company and maintaining his/her agreed progress in the on-line Academy site.
- to communicate and co-operate with his/her trainers, and other Company's staff, working hard at his/her studies and Training Programme, completing his/her assignments on time and notifying the Company of any absence
- to ask for help when necessary and to be in a fit state to learn
- not to plagiarise other people's work and to check with his/her trainers if he/she is in doubt
- to take responsibility for his/her personal development and his/her progress through his/her Training Programme

- to turn off his/her mobile phone while in lectures, seminars or tutorials.

When in Full Time Attendance

- Attend the Training Programme between 9.00am and 5.30pm (Monday-Friday, except bank holidays), however the Employee is expected to arrive at the Premises (or online) by 8.45am so he/she is ready to start on time.

Access to and the Use of the Company's IT Facilities

- The Employee is provided access to the Company's IT system appropriate for studying and the Training Programme he/she is undertaking. He/She is therefore not expected to seek access to other parts of the system unless authority is given by the Company. Unauthorised access to data is not acceptable and may result in disciplinary action if necessary.
- It is everyone's responsibility to ensure that they do not damage IT equipment, introduce viruses or other harmful programmes or delete, amend or corrupt data.
- The Employee shall not load software for which no licence is held, or any other programmes which the Company has not given its authority to being uploaded by the Employee. Any external data storage device, such as a compact disc, DVD, floppy disc or USB data storage device, must be approved by a member of the Company's Training team before being connected to the Company's IT system.
- The Employee shall not modify any software contained within the Company's IT system unless the Company gives the Employee its prior written consent to do so.
- Much of the information held on the Company's IT system is confidential and must not be disclosed to other parties.

Unacceptable Behaviour

- Unacceptable behaviour in relation to the use of IT systems will not be tolerated and where it is identified there are a range of informal and formal routes which may be followed including disciplinary action where necessary.
- The following forms of behaviour are not acceptable by the Company (this list is not exhaustive):
 - a. the use of inappropriate language in any communications;
 - b. sending inappropriate messages, including those which are discriminatory, sexually harassing or offensive to others on the grounds of age, race, nationality, ethnic origin, disability, gender, religion, sexual orientation, gender reassignment;
 - c. sending of potentially defamatory messages which criticise other individuals or organisations (legally e-mail is classified as a form of

publication, governed by the rules of disclosure, libel and employment law) or any other forms of harassment, bullying or victimisation;

- d. using the Company's IT system for commercial gain;
- e. overloading the Company's IT system by sending inappropriate bulk messages;
- f. sending messages which are rude, overbearing, aggressive or bullying;
- g. excessive absenteeism and poor time-keeping;
- h. failure to carry out reasonable instruction;
- i. poor performance and unacceptable work;
- j. any other offenses covered under our Disciplinary Procedures policy.

Community and Safety

The Company expects the Employee

- to respect the Company's buildings and furnishings and other people's property, and not remove equipment or books without permission.
- to take responsibility for his/her own safety and to look after his/her belongings and himself/herself.
- to inform the Training Manager if he/she is harassed or bullied, on or off Company's Premises
- not to be under the influence of drugs or alcohol or banned substances on the Company's Premises, during the Training Programme
- to use the Company's resources responsibly avoiding wastage (e.g. turning off lights and computers after use)
- not to damage or deliberately misuse any equipment provided for the health and safety of members of the Company, contractors or visitors.

Health

The Company expects the Employee

- to notify it of any medication he/she may be taking in the event of an emergency that it is required to inform emergency services.
- to notify his/her trainers if he/she is ill and cannot attend the Training Programme providing details of his/her expected date of return
- to seek medical treatment when necessary and obtain medical certificates in case of any absence for medical reason
- to inform the People Team of the Company if he/she finds he/she is facing problems which interfere with his/her ability to study or undertake the Training Programme.

Complaints, Appeals and Extenuating Circumstances

the Company expects the Employee to inform it if he/she thinks the Company has not provided the service it has promised or if he/she has any other problem which may affect or has affected his/her studies. The Company expects to be given the opportunity to discuss matters with the Employee in a bid to resolve any issues or complaints before any further action might be anticipated by the Employee.

The Company's commitment to the Employee

General Principles:

- promote excellence in learning and training.
- provide student support which enhances the capabilities of students and assists them to fulfil their learning potential.
- commit to attracting and retaining IT Consultants and staff from a wide range of backgrounds, promoting diversity and equal opportunities for all.
- commit to widening participation in the Company's Academy programme.
- commit to working within the Company's Rules, Regulations and Policies.

Support throughout the Training Programme

- the Company will provide tutorial and academic support to the Employee, including optional courses, and study skills.
- the Company provides information to the Employee through his/her on-line Academy account (access details, logins and passwords to be provided to the Employee when he/she is given details of the Training Programme and sign the Employment Contract).
- the Company promotes continued development during the Effective Period through continued access to training with the Company or provision of training through third parties and eLearning resources.

Assessments/Projects

- the Company will assess the Employee's progress via assessments and projects during the Training Programme, these assessments/projects will be communicated via the Academy Trainers.
- Academy Trainers will communicate information relevant to assessment and examination

Information and Feedback

- the Company will keep the Employee informed and up to date about developments within the Company which may affect him/her.

- Information about programme concerns or any issues can be fed back to the Employee's Trainers.
- the Company provides an opportunity for the Employee to comment on the Training Programme provided through seminar questionnaires.

Completion

- Upon completion of the Training Programme the Employee may be issued with a certificate of completion of Training Programme from the Company to confirm that he/she has completed the Training Programme and are ready for Placement.
- In addition to the certificate of completion of the Training Programme, the Company shall provide the Employee with any external certificates received in respect of the successful completion by him/her of any external examinations undertaken by the Employee as part of the Training programme (as identified in the relevant Modules for the Course in Appendix 2).

Appendix 2
MODULES AND FEES

Modules	Training Cost
Professional Skills	EUR 1750
Financial Industry Awareness (Classroom based and includes project)	EUR 1750
Excel	EUR 1750
KYC	EUR 1750

