

FREETHS

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- (1) ECSC GROUP PLC
 - (2) MATTHEW BRIGGS

Service Agreement

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THIS SERVICE AGREEMENT is executed as a deed and is dated 8 December 2022

BETWEEN:

- (1) **ECSC GROUP PLC**, a company incorporated and registered in England and Wales, with company number 03964848 the registered office of which is 28 Campus Road, Listerhills Science Park, Bradford, BD7 1HR, (the "**Company**");
and
(2) **MATTHEW BRIGGS** of [REDACTED]
(the "**Executive**").

RECITAL

It is the intention of the parties that this document be executed as a deed.

1. INTERPRETATION

1.1. In this Agreement, (except where the context otherwise requires) the words and expressions set out below shall have the following meanings:

Admission	means the admission of the Company's issued share capital to trading on AIM;
AIM	means the market of that name operated by London Stock Exchange plc;
AIM Rules	means the AIM Rules for Companies issued from time to time by the London Stock Exchange plc;
Associated Employer	has the meaning given to it in the Employment Rights Act 1996;
Board	means the board of directors from time to time of the Company or a duly authorised committee of it;
Confidential Information	shall include, but not be limited to, information which relates to any and all information (whether or not recorded in documentary form or on computer disk, electronic device, memory stick or tape), which may be imparted in confidence or which is of a confidential nature or which the Executive may reasonably regard as being confidential or a trade secret, concerning the business, business performance or prospective business, financial information or arrangements, plans or internal affairs of the Company, any other

Group Company or any of its or their respective customers including, without prejudice to the generality of the foregoing, all client, customer or supplier lists, employee lists, price sensitive information, technical information, reports, interpretations, forecasts, records, corporate and business plans and accounts, business methods, financial details, projections and targets, remuneration and personnel details, planned products, planned services, marketing surveys, research reports, market share and pricing statistics, budgets, fee levels, computer passwords, the contents of any databases, tables, know how documents or materials, commissions, commission charges, pricing policies and all information about research and development, the Company's or any other Group Company's suppliers', customers' and clients' names, addresses (including email), telephone, facsimile or other contact numbers and contact names, the nature of their business operations, their requirements for services supplied by the Company or any other Group Company and all confidential aspects of their relationship with the Company or any other Group Company;

Corporate Governance Guidelines	means the Company's policy on corporate governance adopted from time to time (if any), a copy of which will be made available to the Executive;
Employment	means the employment of the Executive pursuant to this Agreement or, as the context requires, its duration;
Garden Leave	means any period during which the Company has exercised its rights under Clause 18;
Group	means the group comprising the Company and its subsidiary undertakings (as such term is defined in sections 1159 – 1162 Companies Act 2006) and "Group Company" shall mean a member of the Group (including any member that is not a company or body

		corporate);
Intellectual Rights	Property	means copyrights, patents, utility models, rights to Inventions, trade marks, service marks, design rights (whether registered or unregistered), database rights, moral rights, business names and domain names, semiconductor topography rights, proprietary information rights, confidential information (including know-how and trade secrets) and all other similar proprietary rights and applications for such rights, in each case whether registered or unregistered as may exist anywhere in the world and any applications, extensions and renewals in relation to any of these rights;
	Inventions	means all inventions, ideas, discoveries, developments, innovations, improvements, modifications, processes, formulae, models, prototypes and sketches, drawings, plans or specifications for them or other matters, whether or not patentable or capable of registration, and whether or not recorded in any medium, which the Executive alone or with one or more others may make, devise or discover during the Employment and which pertain or are actually or potentially useful to the commercial or industrial activities from time to time of the Company or any other Group Company or the processes or machinery of the Company or any other Group Company for providing the services or making the products of the Company or any other Group Company or which pertain to, result from or are suggested by any work which the Executive or any employee has done or may do during the Employment for the Company or any other Group Company;
	Recognised Investment Exchange	has the meaning given to it in Section 285 of the Financial Services and Markets Act 2000;
	Share Dealing Code	means the Company's policy adopted from time to time (if any) to govern dealings by the Directors,

certain employees of the Company and persons connected with them, in the Company's securities, the provisions of which comply with Rule 21 of the AIM Rules (or any modification thereof), a copy of which will be made available to the Executive; and

Termination Date means the date on which the Employment terminates.

- 1.2. Terms defined in Schedule 2 shall, where used in the main body of this Agreement, bear the meaning ascribed to them in Schedule 2.
- 1.3. The expressions "holding company" and "subsidiary" shall have the meanings given to them by Section 1159 of the Companies Act 2006.
- 1.4. In this Agreement, unless the context otherwise requires:
 - 1.4.1. references to this Agreement include its Schedules;
 - 1.4.2. references to any legislation are reference to that legislation as amended, replaced or re-enacted from time to time and any subordinate legislation made under it;
 - 1.4.3. words implying the singular include the plural and vice versa;
 - 1.4.4. words implying a gender include every gender; and
 - 1.4.5. references to a person include an individual, firm, company, corporation, unincorporated body of people, or any agency of the above.

2. APPOINTMENT

The Company will employ the Executive and the Executive will serve the Company as Chief Executive Officer of the Company.

3. DURATION

- 3.1. The Employment will take effect from 8 August 2022
- 3.2. Subject to Clause 17.1, the Employment will commence on the Commencement Date and will continue thereafter until terminated by either party giving the other not less than the Notice Period set out at Schedule 2.
- 3.3. [deleted]

- 3.4. The Executive consents to the transfer of his employment under this agreement to an Associated Employer at any time during the Employment.
- 3.5. The Company reserves the right in its sole and absolute discretion to terminate the Employment forthwith at any time and with immediate effect by notifying the Executive that (a) it is doing so and (b) that it will make a payment in lieu of notice. If the Company exercises its right to terminate pursuant to this Clause, the payment in lieu of notice will at the sole discretion of the Company either be paid as part of the next available payroll run or will be paid in monthly instalments, and will consist of basic salary (as at the date of termination) only. For the avoidance of doubt, any payment in lieu made pursuant to this Clause 3.5 shall not include any element in relation to:
 - 3.5.1. any bonus or commission payments that might otherwise have been due to the Executive during the period for which the payment in lieu is made; and
 - 3.5.2. any payment in respect of benefits which the Executive would have been entitled to receive during the period for which the payment in lieu is made; and
 - 3.5.3. any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made.

Where the Company exercises its discretion to make payments in monthly instalments pursuant to Clause 3.5, the Executive is required to mitigate any loss and any payment in lieu of notice may be reduced to take account of mitigation or any failure to mitigate on the Executive's part.

- 3.6. The Executive shall have no right to receive a payment in lieu unless the Company has exercised its discretion in Clause 3.5. Nothing in Clause 3.5 shall prevent the Company from terminating the Employment if the Executive is in breach of the Agreement.
- 3.7. Notwithstanding Clause 3.5 the Executive shall not be entitled to any payment in lieu if the Company would otherwise have been entitled to terminate the Employment without notice in accordance with Clause 17. In that case, the Company shall also be entitled to recover from the Executive any payment in lieu (or instalments thereof) already made.

- 3.8. The Company retains the right to suspend the Executive from the Employment on full salary at any time for a reasonable period to investigate any matter in which it reasonably believes the Executive is implicated or involved (whether directly or indirectly). Any decision to suspend will be made by the Board. For the avoidance of doubt, suspension is not a disciplinary sanction.

4. DUTIES

4.1. The Executive will:

- 4.1.1. perform all the duties and exercise all the powers of his office and such other functions within the Group as the Board may reasonably require to the best of his ability giving the Company the full benefit of his knowledge, expertise and technical skills and he will comply with all lawful directions given by or with the authority of the Board and, whenever required to do so, will promptly give a full account to the Board or a person duly authorised by the Board, of all matters entrusted to him;
- 4.1.2. use his reasonable endeavours to promote, protect, develop and extend the interests and reputation of the Company and the Group;
- 4.1.3. not do anything that would cause him to be disqualified from acting as a director;
- 4.1.4. abide by, and agree to comply with, the AIM Rules, the Share Dealing Code and the Corporate Governance Guidelines in force from time to time and any other rules and regulations governing companies the share capital of which is traded on the AIM Market of London Stock Exchange plc;
- 4.1.5. comply with all reasonable directions from time to time given to him by the Board or its nominee and with rules and policies from time to time laid down by the Company;
- 4.1.6. comply with the Executive's fiduciary, statutory or common law duties to the Company or any other Group Company of which he is a director;

- 4.1.7. comply with the articles of association (as amended from time to time) of the Company and any other Group Company of which he is a director;
 - 4.1.8. work the hours necessary for the proper fulfilment of his duties;
 - 4.1.9. not knowingly or deliberately do or cause, or permit to be done anything that is calculated or is reasonably likely to prejudice or injure the interests of the Company or any other Group Company;
 - 4.1.10. devote the whole of his time and attention and abilities to the business of the Company and any Group Company of which he is an officer or consultant; and
 - 4.1.11. at the request of the Board, accept any other appointment with the Group (whether such appointment is in addition to or in substitution for the appointment specified in Clause 2) provided that such appointment does not render the terms of the Employment, taken as a whole, materially less favourable to the Executive than those prevailing before such appointment. No such change will be deemed to be a termination of the Employment.
- 4.2. The Executive shall not without the prior written consent of the Board at any time during the Employment directly or indirectly and whether on the Executive's own behalf or on behalf of a third party entice or encourage or seek to entice or encourage any other employee or consultant of the Company or any other Group Company to leave their employment.
- 4.3. The Executive shall promptly disclose to the Board any information which comes into the Executive's possession which affects adversely or may affect adversely the Company or any other Group Company or the business of the Company or any other Group Company. Such information shall include, but shall not be limited to, the plans of any employee to leave the Company or any other Group Company (whether alone or in concert with other employees), the plans of any employee (whether alone or in concert with other employees) to join a competitor or to establish a business in competition with the Company or any other Group Company, any steps taken by any employee to implement either of such plans and the misuse by any employee of

any Confidential Information belonging to the Company or any other Group Company.

5. OTHER INTERESTS

- 5.1. Subject to Clause 5.2 and the agreed outside interests listed at Schedule 1 to this Agreement, the Executive will not, without the prior consent of the Board, be engaged or be concerned or undertake or be interested in (whether directly or indirectly) any other business or occupation or become a director or employee or agent or consultant or partner of any other person, firm or company (other than a company within the Group).
- 5.2. Notwithstanding Clause 5.1, the Executive may own beneficially any shares or securities listed on a Recognised Investment Exchange or AIM which when aggregated with shares or securities beneficially owned by his spouse or partner and/or children, total not more five per cent of any single class of shares or securities in any company.

6. PLACE OF WORK

The Executive's principal place of work shall be at the Company's offices at 28 Campus Road, Listerhills Science Park, Bradford, West Yorkshire, BD7 1HR or such other place of business as the Company may reasonably require in order to facilitate the carrying out of the Executive's duties. The Executive may be required to work outside the United Kingdom from time to time and the Executive shall maintain an up to date passport in order to do so although the Executive shall not be expected to work outside the UK for more than a period of one month. Unless otherwise agreed with the Company the Executive shall not be required to live outside the United Kingdom.

7. HOURS OF WORK

The Executive shall not have normal working hours. The Executive shall be responsible for managing and determining the Executive's own time and shall work such hours as are necessary for the proper performance of the duties set out in this Agreement. The Executive shall not receive further remuneration in respect of the hours worked. The Executive agrees that, for the purposes of the Working Time Regulations 1998, the duration of the Executive's working time is

wholly or partly unmeasured and/or can be determined by the Executive and as such the 48-hour maximum working week under the Working Time Regulations 1998 does not apply to the Executive.

8. REMUNERATION

8.1. BASIC SALARY

The Company will pay to the Executive during the Employment a salary at the rate set out in Schedule 2, which will accrue from day to day and be payable by equal monthly instalments in arrears on or before the last day of each calendar month. The Remuneration Committee of the Board will review the Executive's salary on an annual basis (with the first such review being 12 months following the Commencement Date and then with subsequent reviews at the end of each Financial Year thereafter), although, for the avoidance of doubt, such review will not guarantee an increase. There will be no review of the salary after notice has been given by either party to terminate the Employment.

8.2. BONUS

The Executive shall be entitled to participate in the Company's annual bonus scheme which shall be proposed by the Remuneration Committee of the Board and approved by the Board in each financial year for that relevant financial year.

8.3. CAR ALLOWANCE

The Company shall provide the Executive with a car or car allowance as set out at Schedule 2.

8.4. PRIVATE MEDICAL INSURANCE

8.4.1. The Executive shall be entitled to the benefit of a private medical insurance policy as set out at Schedule 2, at the cost of the Company, subject to the Executive and his participating family members satisfying the normal underwriting requirements of the relevant insurance provider and the premium being at a rate which the Company considers reasonable.

8.4.2. The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend the scheme (including the level of the Executive's cover) at any time on reasonable notice to the Executive.

8.5. **LIFE INSURANCE**

8.5.1. The Executive shall be entitled to the benefit of a life insurance policy as set out at Schedule 2, at the cost of the Company, subject to the Executive satisfying the normal underwriting requirements of the relevant insurance provider and the premium being at a rate which the Company considers reasonable.

8.5.2. The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend its life insurance scheme (including the level of the Executive's cover) at any time on reasonable notice to the Employee.

8.6. **DEDUCTIONS FROM REMUNERATION**

The Executive authorises the Company to make deductions from the Executive's salary or any other sums due to him in respect of sums from time to time owing from the Executive to the Company or any other member of the Group.

9. EXPENSES

9.1. The Company will reimburse to the Executive (against receipts or other appropriate evidence) all expenses properly and reasonably incurred by him in the course of his duties under the Employment subject to such policies on expenses as may be adopted by the Board and notified to the Executive from time to time.

9.2. If the Executive is provided with a credit or charge card by the Company, this must only be used for expenses reasonably incurred by him in the course of performing his duties under the Employment.

10. SICKNESS PAY

10.1. If the Executive is unable to attend at work due to sickness or injury or any other reason the Executive shall inform the Company as soon as

possible on the first day of absence (and in any event not later than 11.00 am on the first day of absence) and, in the case of absence of uncertain duration, the Executive shall keep the Company regularly informed of the reason for the Executive's continued absence and the Executive's likely date of return.

- 10.2. Subject to the Executive's compliance with Clauses 10.1 and 10.3 below, the Company will pay the Executive his full salary for sickness absence in accordance with Schedule 2 (whether such absence is continuous or intermittent) in any rolling twelve month period. The Executive has no further contractual right to pay in respect of absence due to sickness or injury, save for the Executive's entitlement to statutory sick pay ("**SSP**") under the Social Security Contributions and Benefits Act 1992. Any payment made under this Agreement in respect of a day of sickness will count towards the Executive's SSP for that day and any sickness or other benefits obtained by the Executive under any social security, national insurance or other legislation from time to time in force or any benefit received by him as a result of contributions paid by the Company to any health insurance scheme, in respect of a day of sickness will count towards payment to be made under this Agreement in respect of that day. Monday to Friday (inclusive) in each week shall be qualifying days for the purposes of the said Act.
- 10.3. In respect of any absence from the Employment due to sickness or injury lasting up to 7 days, the Executive will send to the Board, or to such person as it may nominate, a self-certificate in such form as the Company may reasonably require. In respect of any absence exceeding 7 days, he will send to the Board or to the Board's nominee, a statement of fitness signed by a medical practitioner covering absence after the seventh day.
- 10.4. If the Executive is absent from work due to sickness or injury which is caused by the fault of another person, and as a consequence recovers from that person or another person any sum representing compensation for loss of salary or other benefits under this Agreement, the Executive will repay to the Company any money it has paid to him as salary and the value of other benefits in respect of the same period of absence.

- 10.5. Whether absent from work or not, the Executive agrees to be examined at the Company's expense by a doctor nominated by the Company if at any time the Company so requests and the Executive authorises such doctor to disclose and to discuss with the Company and its advisers the results of such examinations.
- 10.6. Any payments over and above those set out at Clause 10.2 above shall be at the sole and absolute discretion of the Company.
- 10.7. Each right of the Company under this Agreement or otherwise to terminate the Employment, or to treat the Employment as terminated, applies notwithstanding that such termination will or could result in the Executive ceasing to have an entitlement to receive sick pay or other benefits from any Group Company which he would otherwise have.

11. HOLIDAYS

- 11.1. The Executive will be entitled, with full remuneration, to the usual English public and bank holidays and the amount of Holiday set out in Schedule 2 in each full holiday year, to be taken at such times as will be agreed between the Board and the Executive or, failing agreement, as the Board may determine. Holidays must be requested as far in advance as is practicable and in any event not less than two weeks prior to the start of the holiday.
- 11.2. The Executive's Holiday entitlement will be deemed to accrue from day to day and may not be carried over from one holiday year to the next. No payment will be made to the Executive in lieu of holiday accrued but not taken by him save on the termination of the Employment. However, where the Executive is dismissed pursuant to Clause 17.1 any payment due will be limited to the Executive's statutory entitlement under the Working Time Regulations 1998 and any paid holidays (including paid public and bank holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement. If on termination of the Employment, the Executive has exceeded his accrued Holiday entitlement, the appropriate deduction will be made from the Executive's final salary payment.
- 11.3. Upon termination of the Employment the Executive shall receive pay in lieu of accrued but untaken Holiday up to the Termination Date and the Company may deduct an appropriate sum in respect of days taken

in excess of the Executive's pro rata entitlement from the Executive's final remuneration. For these purposes, one day's Holiday will be calculated as 1/260th of the Basic Salary.

- 11.4. During any continuous period of absence due to sickness or injury of one month or more the Executive shall not accrue Holiday under this Agreement and the Executive's entitlement under Clause 11.1 for the holiday year in which such absence takes place shall be reduced pro rata save that it shall not fall below the Executive's statutory entitlement under the Working Time Regulations 1998.
- 11.5. During the first and last calendar years of the Employment, the Executive shall be entitled to a pro-rata proportion of his annual entitlement. The Company may require the Executive to take all outstanding Holiday entitlement during any period of notice to terminate the Employment, including any period of notice during which the Executive is put on garden leave pursuant to Clause 19.
- 11.6. The Company's holiday year runs from January to December.
- 11.7. The Executive will be entitled to carry over a maximum of 5 days of their Holiday entitlement from one year to another.

12. PENSION

- 12.1. The Company is subject to automatic enrolment legislation. Therefore, if required, the Executive will automatically be enrolled with effect from the first day of the Employment into the Company's Group Pension Scheme (or such other registered pension scheme as the Company may nominate from time to time being in any event a qualifying scheme for the purposes of the applicable automatic enrolment legislation) (the **Pension Scheme**), subject to the right to opt-out. The Executive's membership of the Pension Scheme will be subject to the rules of the Pension Scheme as amended from time to time.
- 12.2. The Company shall contribute the amount set out at Schedule 2 to the Pension Scheme during each year of the Employment, subject in any event to compliance with the applicable automatic enrolment legislation.
- 12.3. The Company's contributions to the Pension Scheme shall be payable in equal monthly instalments in arrears, and shall be subject to the tax reliefs and exemptions available from HM Revenue & Customs, as

amended from time to time. Any employee contributions shall be payable by way of deduction from the Executive's basic salary and the Executive authorises the Company to deduct such contributions from the Executive's basic salary.

- 12.4. The Company reserves the right to withdraw or terminate the Pension Scheme or to change the Pension Scheme provider or to vary the rules of the Pension Scheme including the amount of the contributions payable to the Pension Scheme by the Company at any time, subject to complying with applicable automatic enrolment legislation.
- 12.5. There is no contracting-out certificate in force in respect of the Executive's Employment.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. Subject to the Patents Act 1977, if during the Employment the Executive discovers, makes or develops (whether alone or with others) any Intellectual Property relating directly or indirectly to, or capable of being used in, the business of any Group Company ("**Group Related IP**") the Executive shall:
 - 13.1.1. promptly disclose full details of the Group Related IP to the Company;
 - 13.1.2. supply all such information, data, drawings, and assistance as may be required to enable the Company and the Group to exploit the Group Related IP to its best advantage; and
 - 13.1.3. at the request and cost of the Company execute all documents and do all things which may be necessary or appropriate for obtaining and maintaining patent or other protection for the Group Related IP and for vesting it in the Company or as the Company may direct.
- 13.2. The Executive agrees that all right, title and interest to Group Related IP (including all rights in connection with it which arise whether before or after the Employment terminates) throughout the world except any Group Related IP which by virtue of the Patents Act 1977 belongs to the Executive shall, without payment, belong to the Company absolutely (or, if the Company so notifies the Executive, such other Group Company as the Company may specify). The Executive shall hold (and declares that he shall hold) all such interest (if any) as he

now has or has at any time during the Employment or arising from the Employment in any Group Related IP on bare trust for the Company absolutely.

- 13.3. The Executive irrevocably waives all moral rights arising under the Copyright, Designs and Patents Act 1988 in any copyright work written or created by the Executive during the Employment and all moral rights in all other countries in which copyright (including future copyright) in any work subsists or may subsist, except to the extent that the Executive shall exercise such moral rights at the Company's request (provided that the Company shall pay the Executive's expenses in doing so).
- 13.4. The Executive irrevocably authorises and appoints the Company, as security for the performance of his obligations under the preceding provisions of this Clause, to be the Executive's attorney in his name and on his behalf to do and execute any instrument or other document and generally to use his name for the purpose of giving to the Company (or its nominee) the full benefit of this Clause 13. Explicit written confirmation signed by any director or secretary of the Company that any instrument or act falls within the authority conferred by this Clause 13.4 shall be conclusive evidence that such is the case for any third party.
- 13.5. The Executive:
 - 13.5.1. will do anything reasonably necessary to confirm vesting of title to any or all applicable Intellectual Property Rights (except only to the extent that such Intellectual Property Rights fail to vest in the Company) in any or all countries relating to any Inventions or other materials produced by the Executive during the Employment in the Company or its nominee absolutely; and
 - 13.5.2. with full title guarantee hereby assigns (insofar as title to them does not automatically vest in the Company as a consequence of the Employment) to the Company by way of future assignment all copyrights arising in any original material (including without limitation source code and object code for software) produced by the Executive during the Employment, whether during the normal hours of work of the Company or otherwise or at the premises or using

the facilities of the Company or otherwise, being the exclusive right to do and to authorise others to do any and all acts restricted by the Copyright Designs and Patents Act 1988 in relation to such material in the United Kingdom together with copyright in all other countries of the world (and/or any similar rights in countries where such rights exist) for the whole term of such copyright including any extensions or renewals thereof and including the right to sue for damages and other remedies in respect of any infringements of the copyrights in such material or conversion of infringing copies of the material prior to the date of this Agreement to hold unto the Company absolutely.

- 13.6. The Executive will do nothing (whether by omission or commission) during the Employment or at any times thereafter to affect or imperil the validity of any Intellectual Property Rights obtained, applied for or to be applied for by the Company or its nominee. In particular without limitation the Executive shall not disclose the subject matter of any Inventions which may be patentable before the Company has had the opportunity to apply for any patent or patents. The Executive will at the direction and expense of the Company promptly render all assistance within his power to obtain and maintain such Intellectual Property Rights or any application for any extension of them.
- 13.7. Nothing in this Agreement obliges any member of the Group to seek patent or other protection for any Invention or to exploit any Invention.

14. CEASING TO BE A DIRECTOR

- 14.1. Except with the prior approval of the Board, or as provided in the articles of association of any Group Company of which he is a director, the Executive shall not resign as a director of any Group Company.
- 14.2. If the Executive ceases to be a director of any Group Company (otherwise than by reason of his death, resignation or disqualification pursuant to the articles of association of the relevant Group Company, as amended from time to time, or by statute or court order), the Employment shall continue with the Executive as an employee only and the terms of this agreement (other than those relating to the

holding of the office of director) shall continue in full force and effect. The Executive shall have no claims in respect of such cessation of office.

15. CONFIDENTIALITY

- 15.1. The Executive acknowledges that in the course of his Employment he will have access to Confidential Information. The Executive has therefore agreed to accept the restrictions in this Clause 15.
- 15.2. The Executive must not during the Employment (other than in the proper performance of his duties) or at any time thereafter use for his own purposes or disclose to any third party any Confidential Information and must use his reasonable endeavours to prevent such disclosure.
- 15.3. All Confidential Information and all other documents, papers and property which may have been made or prepared by, or at the request of, the Executive or have come into his possession or under his control in the course of the Employment or which relate in any way to the Company and/or any other Group Company or its or their business, prospective business or affairs or those of any customer, supplier, agent, distributor or sub-contractor of the Company and/or any other Group Company are, as between the Company or the relevant Group Company and the Executive, deemed to be the property of the Company or relevant Group Company as the case may be.
- 15.4. The Executive must immediately inform the Company if he becomes aware of the possession, use or knowledge of any of the Confidential Information by any person not authorised to possess, use or have knowledge of the Confidential Information, whether during the Employment or thereafter and must at the Board's request provide such reasonable assistance as is required to deal with such event.
- 15.5. For the avoidance of doubt, no Confidential Information or Company data is permitted to be viewed, processed, stored, or transmitted to any device that is not provided to the Executive by the Company.
- 15.6. The provisions of this Clause 15 do not apply to any Confidential Information which:
 - 15.6.1. is in or enters the public domain other than by breach of the Agreement; or

- 15.6.2. is obtained from a third party who is lawfully authorised to disclose such information; or
 - 15.6.3. is authorised for release by the prior written consent of the Board; or
 - 15.6.4. is a protected disclosure as defined by Part IVA Employment Rights Act 1996.
- 15.7. Nothing in this Clause 15 will prevent the Executive from disclosing Confidential Information where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law.
- 15.8. Failure by the Executive to comply with this Clause 15 shall constitute a breach of this Agreement entitling the Company to terminate it immediately pursuant to Clause 17.1.

16. DATA PROTECTION AND COMPUTER MONITORING

- 16.1. The Executive hereby agrees that the Company and any other Group Company may hold computer records and personnel files relating to the Executive. These may include, but are not limited to, the Executive's employment application, references, bank details, performance appraisals, Holiday and sickness records, salary reviews and remuneration details and other records, (which may, where necessary, include sensitive data relating to the Executive's health, and data held for ethnic monitoring purposes). The Company requires such personal data for personnel administration and management purposes and to comply with its obligations regarding the keeping of employee/worker records. The Executive's right of access to this data is as prescribed by law.
- 16.2. The Executive hereby agrees that the Company and any other Group Company may process personal data relating to him for personnel administration and management purposes, and may, when necessary for those purposes, make such data available to its advisors, to parties providing products and/or services to the Company (such as IT systems suppliers, pension, benefits and payroll administrators), to regulatory authorities (including the HM Revenue & Customs) and as required by law. Further, the Executive hereby agrees that the Company may transfer such data to and from any member of the

Group including any member of the Group located outside the European Economic Area.

- 16.3. The Executive shall not download any pornographic or any other offensive material and he further indemnifies the Company during and after the Employment against all liability resulting from any breach of this arrangement. The Executive acknowledges that the Company reserves the right to monitor all e-mail / internet activity and he acknowledges that such activity falls within the exception set out in Article 8(2) of the European Convention on Human Rights.

17. TERMINATION FOR BREACH

- 17.1. Notwithstanding the provisions of Clause 3.2, the Company may terminate the Employment by written notice having immediate effect and with no liability to make any further payment to the Executive (other than in respect of amounts accrued at the date of termination) if the Executive:-

- 17.1.1. is guilty of serious dishonesty or of gross misconduct (which includes, but is not limited to, dishonesty, fraud, theft, being under the influence of alcohol or drugs at work, causing actual or threatening physical harm and causing damage to Company property) or incompetence or wilful neglect of duty or commits any serious breach of this Agreement, other than a breach which is capable of remedy and is remedied immediately by the Executive, at the Company's request, to the complete satisfaction of the Company; or
- 17.1.2. is convicted of a criminal offence, other than an offence under the Road Traffic Acts for which a term of imprisonment whether immediate or suspended is not imposed; or
- 17.1.3. becomes bankrupt, applies for a bankruptcy petition or has a bankruptcy order made against him, applies for or has made against him a receiving order or makes any composition or enters into any deed of arrangement with his creditors; or

- 17.1.4. is disqualified or prohibited from being a director by reason of any order made by any competent court; or
 - 17.1.5. being a director, ceases by his own act or default to be a director of the Company; or
 - 17.1.6. acts in material breach of the AIM Rules, Share Dealing Code or the Company's Corporate Governance Guidelines in force from time to time and any of the other rules and regulations governing companies the share capital of which is traded on the AIM Market of the London Stock Exchange plc.
 - 17.1.7. is unable through sickness or injury for twelve consecutive weeks or an aggregate of fifteen weeks in any fifty-two consecutive weeks to perform the duties of the Employment; or
 - 17.1.8. after receiving written warning from the Company in respect of the poor performance of his duties, continues, in the reasonable opinion of the Board, to perform his duties to an unsatisfactory standard; or
 - 17.1.9. is guilty of conduct which in the reasonable opinion of the Board brings him or the Company or any other member of the Group into disrepute.
- 17.2. Upon the termination of the Employment or the Company exercising its rights under Clause 19 or if the Executive ceases for any reason to be a director of the Company, the Executive must, immediately, if so required by the Company resign without compensation from his office as director of all companies of which he is a director which are members of the Group and all other companies of which he shall have been appointed a director by any member of the Group by virtue of any right of nomination vested in such member.
- 17.3. The Executive hereby irrevocably and by way of security appoints the Company to be his attorney and in his name and on his behalf to do all such things and execute all such documents which he is obliged to execute and do under this Agreement (including without limitation those documents which may be necessary for or incidental to his resignation from office in accordance with Clause 17.2).
- 17.4. Upon the termination of the Employment, or at any earlier time upon demand the Executive will return to the Company in good condition

and without modification all Confidential Information, documents, correspondence, computers and computer discs, papers, materials, credit or charge cards, keys and security access cards, including all copies thereof, which for the avoidance of doubt will remain the property of the Company at all times and all other property of or relating to the business or affairs of the Company or any other Group Company or any officer, employee, customer, supplier or agent of the Company or any other Group Company, its or their customers, clients or suppliers to the Company's premises.

17.5. The Executive shall, whenever requested by the Company and in any event on the termination of the Employment for any reason, promptly deliver up to the Company:

17.5.1. all correspondence, documents, specifications, papers, magnetic disks, tapes or other software storage media and property belonging to any Group Company which is in the Executive's possession or under the Executive's control (including any such items made or prepared by the Executive or which came into his possession or under his control that relate in any way to the business or affairs of any Group Company and/or of any of their suppliers, agents, distributors and customers); and

17.5.2. all credit or charge cards issued to him by or on behalf of the Company or any other Group Company, and

shall then destroy any copies of any such items that are held on any computer or any IT or other data storage system held or used by the Executive that is not held by, or under the effective control of, any Group Company.

17.6. The Executive shall not retain any copies of any items required to be returned in accordance with Clause 17.5, other than with the Board's express prior written consent. Title and copyright in such items shall vest in the Company.

17.7. If required by the Company the Executive shall confirm in writing to the Company that the Executive has complied with the preceding provisions of this Clause within three working days following the Executive's receipt of any request referred to in Clause 17.5.

18. RECONSTRUCTION OR AMALGAMATION

- 18.1. If the Company is wound up for the purposes of reconstruction or amalgamation the Executive shall not as a result or by reason of any termination of the Employment or the redefinition of his duties within the Company or the Group arising or resulting from any reorganisation of the Group have any claim against the Company for damages for termination of the Employment or otherwise so long as he shall be offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions no less favourable to the Executive than the terms contained in this Agreement.
- 18.2. The appointment of the Executive as a director of the Company or any other Group Company does not amount to a term of employment and the Company reserves the right to remove the Executive from any such directorship at any time for any reason. Where the Company exercises this right, this shall not amount to a breach of this Agreement and shall not give rise to a claim for damages or compensation.

19. GARDEN LEAVE

- 19.1. Following service of notice to terminate the Employment by either party, the Company may, at its sole and absolute discretion, require that the Executive does not attend the Company premises or have contact with other staff or clients of the Company for such period as the Company feels is reasonable. This applies to any period or part of any period during which the Executive is serving notice as set out in Clause 3.2.
- 19.2. The Executive shall continue to owe all duties and obligations (whether express or implied including fidelity and good faith) during any period of Garden Leave. During Garden Leave the Executive shall continue to receive Basic Salary and benefits excluding any bonus.
- 19.3. During any period of Garden Leave the Company shall be under no obligation to provide any work to, or vest any powers in, the Executive and the Executive shall have no right to perform any services for the

Company or any other Group Company. The Company may require the Executive to perform either:

- 19.3.1. only a specified part of the Executive's normal duties and no other;
 - 19.3.2. such duties as it may reasonably require and no others; or
 - 19.3.3. no duties whatsoever
- 19.4. During any period of Garden Leave the Executive shall remain readily contactable and available for work. In the event that the Executive is not available for work having been requested by the Company to do so, the Executive shall, notwithstanding any other provision of this Agreement, forfeit any right to basic salary and contractual benefits.
- 19.5. During any period of Garden Leave the Company may require the Executive to deliver up any Confidential Information or property of the Company and upon instruction, delete any emails, spreadsheets or other Confidential Information and the Executive shall confirm the Executive's compliance with this Clause 18.5 in writing if requested to do so by the Company.
- 19.6. During any period of Garden Leave the Company may require the Executive to take any outstanding Holiday entitlement.
- 19.7. During any period of Garden Leave the Company may request that the Executive resign from any directorships of the Company and the resignation shall not constitute grounds for a claim for constructive dismissal.
- 19.8. During any period of Garden Leave the Company may remove the Executive from any office or the Board of the Company or any other Group Company.

20. RESTRICTIVE COVENANTS

- 20.1. The defined terms in this Clause 20 shall have the following meanings:
- “**Prospective Customer**” means any person, firm, company or other business who was during the 12 months prior to the Termination Date negotiating with the Company or with any other Group Company with a view to dealing with the Company or any other Group Company as a customer;
 - “**Restricted Business**” means the business of providing consultancy, testing, training, certification, accreditation, design and development of

software and hardware products, managed services, incident response and any other related products or services within the field of cyber and information security;

“Restricted Customer” means any person, firm, company or other business who was at any time in the 12 month period ending with the Termination Date a customer of the Company or any other Group Company;

“Restricted Period” means the period specified in Schedule 2;

“Restricted Person” means any director, employee or consultant of the Company or any other Group Company who, on the Termination Date, was employed by the Company or any other Group Company in a senior management, senior sales or senior technical position.

- 20.2. During the Employment the Executive is likely to obtain Confidential Information relating to the business of the Company or any other Group Company and personal knowledge and influence over clients, customers and employees of the Company or any other Group Company.
- 20.3. The Executive agrees with the Company that to protect the Company's (and any and all Group Company's) business interests, customer connections and goodwill and the stability of its or their workforce, the Executive shall not:
- 20.3.1. during the Restricted Period compete with the business of the Company or any other Group Company by being directly or indirectly employed or engaged in any capacity by any person, firm or company which engages in or provides Restricted Business that is the same or similar to the Restricted Business carried out by the Company and any other Group Company at any time during the 12 months prior to the Termination Date and with which the Executive was involved;
 - 20.3.2. during the Restricted Period compete with the business of the Company or any other Group Company either on the Executive's own account or for any person, firm or company directly or indirectly by having any dealings or transacting business in relation to Restricted Business with any Restricted Customer or Prospective Customer with whom the Executive personally dealt in respect of

- Restricted Business at any time during the 12 months prior to the Termination Date;
- 20.3.3. during the Restricted Period compete with the business of the Company or any other Group Company either on the Executive's own account or for any person, firm or company directly or indirectly in relation to the supply of Restricted Business by soliciting or endeavouring to solicit or entice the business or custom of any Restricted Customer or Prospective Customer with whom the Executive personally dealt in respect of Restricted Business at any time during the 12 months prior to the Termination Date;
- 20.3.4. during the Restricted Period either on the Executive's own account or for any person, firm or company directly or indirectly solicit or entice away or endeavour to solicit or entice away any Restricted Person with whom the Executive personally dealt at any time during the 12 months prior to the Termination Date;
- 20.3.5. at any time from the Termination Date for the purpose of carrying on any trade or business represent or allow the Executive to be represented or held out as having any present association with the Company or any other Group Company; and
- 20.3.6. at any time from the Termination Date carry on any trade or business under a name, or through company whose name, includes the word "ECSC" or any derivation or extension or combination of that word and/or phrase or with a name which is likely, or which could reasonably be expected, to be confused with the name "ECSC".
- 20.4. While the restrictions set out in Clause 19.3 are considered by the parties to be fair and reasonable in the circumstances, it is agreed that if any of them should be judged to be void or ineffective for any reason, but would be treated as valid and effective if part of the wording was deleted, they shall apply with such modifications as necessary to make them valid and effective.
- 20.5. The restrictions contained in Clause 19.3 are held by the Company for itself and on trust for any other Group Company and shall be

enforceable by the Company on their behalf or by any other Group Company (at their request). The Executive shall during the Employment (if requested by the Company to do so) enter into a direct agreement with any other Group Company whereby the Executive will accept restrictions in the same or substantially the same form as those contained in Clause 19.3.

- 20.6. In the event that the Company exercises its rights and places the Executive on Garden Leave then the period of restriction in Clause 19.3 and the Restricted Period shall be reduced by any period/s in which, immediately prior to the Termination Date, the Executive is required not to do any work and/or have any contact with other staff or clients of the Company pursuant to Clause 19.3.
- 20.7. During the Restricted Period the Executive shall provide a copy of the restrictions contained in Clauses 15 and 19.3 to any employer or prospective employer or any other party with whom the Executive becomes or will become engaged or provide service or services to.

21. SEVERABILITY

- 21.1. Each of the restrictions contained in Clauses 15 and 19.3 constitutes an entirely separate and independent restriction and is considered by the parties to be reasonable and necessary for the protection of the legitimate interests of the Group. If any of those restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.
- 21.2. In the event of any Clause or part of a Clause contained in this Agreement being declared invalid or unenforceable by any court of competent jurisdiction, all other Clauses or parts of Clauses contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

22. AMENDMENTS AND WAIVERS

- 22.1. No amendment to the provisions of this Agreement will be effective unless in writing and signed by the parties hereto or their duly authorised representatives.

- 22.2. All rights, remedies and powers conferred upon the parties to this Agreement are cumulative and will not be deemed or construed to be exclusive of any other rights, remedies or powers now or after the date of this Agreement, conferred upon the parties to this Agreement or either of them by law or otherwise.
- 22.3. Any failure at any time to insist upon or enforce any such right, remedy or power will not be construed as a waiver thereof.

23. NOTIFICATION OF CHANGE IN CIRCUMSTANCES

- 23.1. The Executive must notify the Company in writing:
- 23.1.1. of any change in his name, address, marital status, dependants or next-of-kin within one month of such change; and
- 23.1.2. immediately upon the occurrence of any event entitling the Company to dismiss the Executive without notice under Clause 17.1.

24. DISCIPLINARY RULES AND GRIEVANCE PROCEDURES

- 24.1. Any matter of discipline will be considered by the Board in accordance with its legal obligations. A copy of the Company's dismissal, disciplinary and grievance procedure can be obtained upon request from the Company Secretary. These procedures do not form part of the Executive's contract and are for guidance only.
- 24.2. Any grievance concerning the Employment should be taken up orally in the first instance with the Chief Executive. If the grievance is not resolved to the Executive's satisfaction, the Executive should then refer to the grievance procedure.

25. GRATUITIES

- 25.1. During the continuance of the Employment the Executive:
- 25.1.1. shall not directly or indirectly procure accept or obtain for the Executive's own benefit (or for the benefit of any other person) Gratuities from any third party in respect of any business transacted (whether or not by the Executive) by or on behalf of the Company or any other Group Company;

25.1.2. shall observe the terms of any policy issued by the Company or any other Group Company in relation to Gratuities; and

25.1.3. shall, as soon as reasonably practicable, disclose or account to the Company or any other Group Company for any Gratuities received by the Executive (or any other person on the Executive's behalf or at the Executive's instruction).

Provided that nothing in this Clause 25 shall prevent the Executive from giving or participating in entertainment or business practices which are customary in the business in which the Company or any other Group Company is involved from time to time.

26. WARRANTY AND UNDERTAKING, INDEMNITY AND INSURANCE

26.1. The Executive represents and warrants that he is not a party to any agreement, contract (whether of employment or otherwise) or understanding, which would in any way restrict or prohibit him from undertaking or performing any of the duties of the Employment in accordance with the terms and conditions of this Agreement.

26.2. Without prejudice to Clause 20 above, the Executive undertakes that forthwith upon receiving from any person, firm or company an offer of employment, agency, consultancy, partnership or joint venture during the Employment or whilst any of the restrictions in this Agreement continue in force he will provide the person, firm or company making the offer with a full and accurate copy of Clauses 15 and 19.

26.3. The Executive will, if applicable, (and will procure that his spouse or partner and dependent children (if any)) comply with Part V of the Criminal Justice Act 1993 and with the Company's Share Dealing Code, any applicable AIM rules and rules or policies issued by the Company from time to time in relation to the holding or trading of other securities, and any other rules and regulations governing companies the share capital of which is traded on the AIM Market of London Stock Exchange plc.

26.4. The Executive shall pay and fully indemnify the Company against all income tax payable by the Company on his behalf by reason of the provision of any of the benefits received by the Executive in

connection with the Employment. The Company shall be entitled to make deductions from his salary or other payments due to the Executive to satisfy any such income tax liability.

- 26.5. During the Executive's appointment hereunder and for a further period of 2 years following the Termination Date, the Executive shall be entitled to be covered by a policy of directors' and officers' liability insurance on terms no less favourable than those in place from time to time for other members of the Board.

27. WHOLE AGREEMENT

- 27.1. This Agreement constitutes the whole agreement between the parties and supersedes any other agreement whether written or oral previously entered into. All other representations, arrangements, understandings and agreements, whether written or oral, (if any) for service between the Company and the Executive are hereby abrogated and superseded.
- 27.2. There is no collective agreement which directly affects the terms and conditions of employment contained in this Agreement.
- 27.3. This Agreement incorporates a written statement of terms of employment pursuant to Section 1 of the Employment Rights Act 1996.

28. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should apply to this Agreement or that any third party should be able to enforce any term of this Agreement against the Company or any other Group Company. Further, this Agreement may be varied or rescinded by agreement between the Company and the Executive without the consent of any third party.

29. GOVERNING LAW

- 29.1. Agreement shall be governed by and construed in all respects in accordance with the laws of England.
- 29.2. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the English Courts in relation to any claim, dispute or matter arising out of or relating to this Agreement.

IN WITNESS of which the parties have duly executed and delivered this Agreement as a deed on the day and year first before written.

SCHEDULE 1

Outside Interests

The Executive holds positions in the following companies which are outside the Group:

- None

SCHEDULE 2

1. INDIVIDUAL TERMS

The following are the Executive's individual terms for the Employment:

Term	Provision
Notice Period	The notice period for both parties is three months during the first six-months and six calendar months thereafter. (Severance pay to include PILON tax free in line with HMRC, pro-rata bonus, untaken holidays, pro-rata car allowance etc)
Basic Salary	£160,000 per annum. £200,000 per annum on Milestone One £240,000 per annum on Milestone Two
Life Insurance	1 x the Executive's basic salary.
Private Medical Insurance	The Executive, his partner and all dependent children in full-time education under the age of 18.
Pension	10 % of the Executive's basic salary.
Holiday	25 days per annum plus statutory (together with any service related increase in line with the Company's policy from time to time).
Sickness	Full pay for a period of 12 weeks in any rolling 12 month period.

Car Allowance	£1,000 per month plus insurance, servicing and MOT
Restricted Period	12 months from the Termination Date.

Basic Salary Milestones

Milestone One

Revenue exceeds £8m per annum (pro rata) for two consecutive quarters.

Milestone Two

Revenue exceeds £10m per annum (pro rata) for two consecutive quarters, and

EBITDA exceeds £1m per annum (pro rata) for two consecutive quarters.

ECSC Sale Bonus

If, for the duration of service, ECSC is sold (either in whole, or all assets leaving a plc 'shell'), the following bonus are payable on completion:

- 50% (fifty percent) of current basic salary plus car allowance, plus one of the following:
 - 1% of purchase price if the purchaser is not introduced by yourself, or
 - 2% of purchase price if the purchaser is introduced by yourself.

For clarity, these payments are independent of the employment status post transaction.

EXECUTION PAGE

SIGNED as a DEED by

[REDACTED] acting by:



in the presence of:

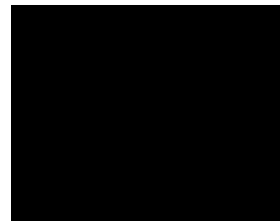
Witness' Signature: **[REDACTED]**

Witness' Name: **[REDACTED]**

Witness' Address: **[REDACTED]**

SIGNED as a DEED by

[REDACTED]



in the presence of:

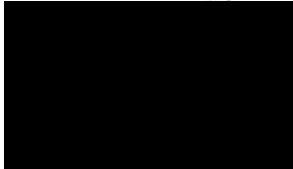
Witness' Signature: **[REDACTED]**

Witness' Name: **[REDACTED]**

Witness' Address: **[REDACTED]**

PRIVATE & CONFIDENTIAL

Matthew Briggs



23 March 2023

Dear Matthew

VARIATION TO TERMS & CONDITIONS

Further to our recent conversation, I confirm the ECSC Sales Bonus clause in your Service Agreement will be superceded by the following with immediate effect:

ECSC Sales Bonus

If during the duration of service, ECSC is sold (either in whole, or all assets leaving a plc 'shell'), the following bonus will be payable on completion:

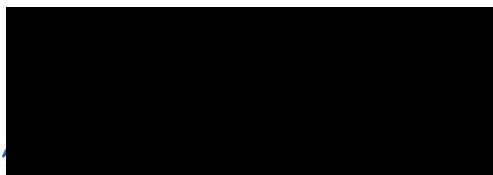
1.5% of purchase price irrespective of whether the purchaser is introduced by yourself, or not.

For clarity, this payment is independent of the employment status post transaction.

All other Terms & Conditions of your Service Agreement remain unchanged.

If you are agreeable to this change, please can you sign, date and return the enclosed copy of this letter to Liz to confirm your acceptance.

Yours sincerely



Enc.

I agree to the variation to my current Terms & Conditions, as outlined in this letter with effect from 23 March 2023.

Signed:



Date:

23/3/23