

This Agreement is made on [DATE] between British Business Bank Plc of Steel City House, West Street, Sheffield, S1 2GQ (the "**Company**") and [NAME] of [ADDRESS] ("**you**").

Your employment shall be with the Company but you shall be assigned to British Business Bank and you agree that you may be required to carry out work for any other Group Company from time to time.

In this Agreement:

Associated Company means an associated company (within the meaning of section 449 Corporation Tax Act 2010) of the Company;

Group Company means any company which is for the time being a Subsidiary or Holding Company of the Company and any Subsidiary of any such Holding Company;

Intellectual Property Rights means all patents, Inventions, registered designs, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Inventions means inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium;

Subsidiary and **Holding Company** shall have the meanings ascribed to them by section 1159 Companies Act 2006 or in any subordinate legislation made under the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee; and

Works means anything created, discovered or prepared by you during the course of your employment which relate to, or are reasonably capable of being used in, the business of the Company (whether or not during working hours or using our premises or resources) including, but not limited to, all works, materials, records, data, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, prototypes, ideas, recipes, discoveries, developments, techniques, improvements or innovations, commercial or confidential information, and all materials embodying them in whatever form, including but not limited to hard copy and electronic form.

1. COMMENCEMENT

- 1.1. Your employment will commence on [DATE] OR Your fixed term employment will commence on [DATE], and shall continue, subject to the remaining terms of this Agreement until it terminates automatically after [12] months without the need for notice (the "Fixed Term") unless previously terminated in line with clauses 2 and/or 9.
- 1.2. Your employment is not continuous with any previous employment. [Your period of employment [with a previous employer] OR [with *insert name of previous employer*] which began on [*insert date*] counts towards your continuous employment with the Company.]

2. PROBATION

- 2.1. The first [six (6)] months of your employment will be a probationary period. **OR FOR FTC 6 MONTHS OR LESS - Your employment will be probationary for the duration of the contract.** The Company may, at its sole discretion, extend the probationary period for as long as the Company considers appropriate. You will be informed of any extension to your probationary period in writing. **[Drafting Note: you may wish to reduce or extend the probationary period as appropriate for Fixed Term contracts – check with HRBP]**
- 2.2. Your employment may be terminated during your probationary period by either party with one (1) months' prior notice. During your probationary period, your performance and suitability for continued employment will be monitored.
- 2.3. Following successful completion of your probationary period, your employment may be terminated by either party giving notice in line with Clause 10. **OR** No probationary period applies to the Employment. **[INTERNS should not have a probation period]**

3. JOB TITLE, DUTIES AND LOCATION

- 3.1. You will be appointed as an [JOB ROLE] **on Choose an item.** You may be required to work in another capacity or position or to undertake work of a different description depending on business needs.
- 3.2. Your place of employment will be **8 Salisbury Square, London, EC4Y 8AP** but you may be required to work at any place within reasonable daily travelling distance of your home, within a reasonable distance of our current office or such other place of business of the Company and/or any Group Company on either a temporary or permanent basis. You agree to travel on the Company's and any Group Company's business (both within the United Kingdom (UK) and abroad) as may be required for the proper performance of your duties.
- 3.3. During your employment you shall not be required to work outside the United Kingdom for any continuous period of more than one month. If circumstances change, any requirement for you to work abroad will be discussed with you.
- 3.4. You warrant that you are legally entitled to work in the UK without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment. You also warrant that by entering into this Agreement and employment with the Company you are not in breach of any express or implied terms of any contract or agreement, court order or other obligation and you undertake to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if you are in breach of any such obligation.
- 3.5. During your employment with the Company you shall:
- 3.5.1. comply with any relevant rules and regulations applicable to the Company and any Group Company that are in force from time to time;
- 3.5.2. disclose to the Company all circumstances in respect of which there is, or may be, a conflict of interest between you and the Company and/or any Group Company and you must also disclose any breach or default of your obligations under this Agreement;
- 3.5.3. faithfully, competently and diligently perform such duties and exercise such powers

consistent with your position as may from time to time be assigned to or vested in you by the Company or any Group Company and do all in your power to protect, promote, develop and extend the business interests and reputation of the Company and/or any Group Company;

- 3.5.4. notify the Company of any matters that adversely affect or may adversely affect the Company and/or any Group Company including but not limited to the misuse of any Confidential Information (as defined in clause 16.2 of this Agreement).

4. SALARY AND EXPENSES

- 4.1. You will be paid a salary of £[SALARY] per annum (less deductions for tax and national insurance). You will be paid by equal calendar monthly instalments in arrears on the penultimate working day of the month by direct credit transfer directly into your bank or building society account. **[Drafting Note: for part-time employees specify the actual gross annual salary, rather than the full-time equivalent]**
- 4.2. You consent to the deduction from any sum otherwise payable to you by reason of your employment (or its termination), the value of any claim that the Company and/or any Group Company may have against you including any overpayment to you of wages, expenses, or an amount of any other kind (whether through mistake or misrepresentation), any debt (including loans or advances on wages) which you may owe to the Company.
- 4.3. The Company shall reimburse you for all reasonable travelling, accommodation, and other business expenses, incurred wholly, reasonably and necessarily in the proper performance of your duties, provided that you comply with the Company's rules in this respect and submit valid receipts and such other proof of payment as required.

5. BONUS

- 5.1. The Company operates a discretionary bonus ("the Discretionary Bonus Plan"). Further details of the Discretionary Bonus Plan can be found on the Company intranet. Subject to the rules of the Discretionary Bonus Plan in force from time to time, you may be eligible to be paid a bonus in respect of any financial year, as the Company may in its absolute discretion decide. The Company reserves the right to vary, amend or withdraw the Discretionary Bonus Plan at any time. Any bonus payment shall be purely discretionary and shall not form part of your contractual remuneration. If the Company makes a bonus payment to you in respect of a particular financial year of the Company, it shall not be obliged to make subsequent bonus payments in respect of subsequent financial years of the Company.
- 5.2. The Company may alter the terms of any bonus targets or withdraw them altogether at any time without prior notice. Notwithstanding clause 5.1, you shall in any event have no right to a bonus or a time-apportioned bonus if:
- 5.2.1. You have not completed a minimum of 3 months' service during the relevant bonus year;
- 5.2.2. Your employment has terminated or is under notice of termination (given by the Company or yourself) on the date when the bonus might otherwise have been payable.
- 5.3. Any bonus payment shall not be pensionable except to the extent that it forms part of your qualifying earnings under section 13(1) of the Pensions Act 2008.

6. PENSION SCHEME

- 6.1.** The Company will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008 or, if applicable, Pensions (No.2) Act (Northern Ireland) 2008.
- 6.2.** The Company is required to automatically enrol certain workers into a "Qualifying Workplace Pension Scheme". More information on our Qualifying Workplace Pension Scheme, the contribution rates and how to opt out of membership will be provided when you join the Company. If you are not automatically enrolled, you may, depending on your circumstances, have the right to opt into membership or to make your own pension contributions via the Company's payroll. If you opt out, the Company may automatically re-enrol you into a Qualifying Workplace Pension Scheme (or its replacement from time to time) at a future date to comply with the Company's legal obligations.
- 6.3.** The employee pension scheme contributions will normally be provided on a salary sacrifice basis. Accordingly, unless you notify the Company that you do not agree to do so, you agree that your gross basic salary will be reduced by an amount equivalent to the employee pension scheme contributions from time to time due from you, which will be paid to the Qualifying Workplace Pension Scheme as an additional employer contribution. If you do not join the Company on the 1st day of the month, your first contribution will be prorated according to your start date.
- 6.4.** For the avoidance of doubt, the Company will use your salary before your salary sacrifice deduction as a "reference salary" for the purposes of calculating certain benefits provided by the Company. If you do not participate in the salary sacrifice arrangements, you authorise the Company to deduct from your salary an amount equal to the pension contributions from time to time due from you.
- 6.5.** Membership of the Qualifying Workplace Pension Scheme is subject to its governing provisions from time to time in force. The terms governing the Qualifying Workplace Pension Scheme and the contributions and benefits provided through it may be altered from time to time. The Company reserves the right at any time to redirect all or parts of its employer contributions and your employee contributions to another registered Qualifying Workplace Pension Scheme of its choice subject to compliance with statutory requirements.
- 6.6.** The Company will process the information required for the purposes of enrolling you and administering your benefits in our Qualifying Workplace Pension Scheme (or its replacement from time to time). The processing of personal data and special categories of personal data about you for this purpose will be in accordance with the applicable data protection legislation and in accordance with the Company's Employee Privacy Notice, as amended from time to time, as set out at clause 23 of this Agreement. The Company cannot give you financial advice and accepts no liability for any loss, tax charges or other costs which you may incur as a result of membership of the Company's Qualifying Workplace Pension Scheme or any other pension scheme and any decision you make to opt out of or back into membership.
- 6.7.** The employer contribution to the scheme will be based on your choice from the table below: -

Employee Contributions	Employer contributions
2%	8%
OR	
3%	15%

Minimum employer contributions are based on the minimum employee contributions you choose to make as per the table above.

7. ADDITIONAL BENEFITS IF MOVING FROM SUL TO BBB, INCLUDE PMI CLAUSE AS 7.5 IF EMPLOYEE ALREADY HAS THIS IN THEIR SUL CONTRACT

7.1. LIFE ASSURANCE

7.1.1. You will be eligible to join the life assurance scheme (equal to 4 x basic salary) in place from time to time, subject to your acceptance into the scheme by the Company's chosen provider, any eligibility criteria and subject to the rules and terms and conditions of the scheme, as amended from time to time.

7.2. LONG TERM ILLNESS INCOME PROTECTION

7.2.1. You will be eligible to join the long-term illness payment protection in place from time to time subject to your acceptance into the scheme by the Company's chosen provider, any eligibility criteria and subject to the rules and terms and conditions of the applicable scheme, as amended from time to time.

7.3. HEALTH CASH PLAN

7.3.1. You will be eligible to join the Health Cash Plan in place from time to time, subject to your acceptance into the scheme by the Company's chosen provider, any eligibility criteria and subject to the rules and terms and conditions of the applicable scheme, as amended from time to time.

7.4. In relation to any or all of the benefits in this clause 7:

7.4.1. The Company may change scheme providers or terminate, reduce or change the level of any schemes or cover provided at its absolute discretion;

7.4.2. In the event that the applicable provider refuses to provide the relevant benefit or payment to you, the Company is not liable to provide a replacement benefit or payment and is not under a duty to commence proceedings against the insurer on behalf of you; and

7.4.3. The existence of such schemes and/or the provision of any benefits or rights in relation to them is without prejudice to the Company's right, in its absolute discretion, to terminate your employment.

8. HOURS OF WORK

8.1. You are required to work **37.5** hours per week, **Monday to Friday** from **[TIME]am** to **[TIME]pm**, plus such hours (including evenings, weekends, holidays and bank holidays) as may from time to time be necessary for the efficient performance of your duties, and you shall not be entitled to receive further remuneration in respect of any such additional hours. **[Drafting Note: the hours/days should be amended in cases of part-time work or compressed hours]**

9. HOLIDAYS AND OTHER PAID LEAVE

9.1. The Company's holiday year runs between 1 January and 31 December. Holidays are accrued

at pro-rata number of days worked.

- 9.2. [FOR FULL TIMERS]** You are entitled to 30 days' paid holiday in each leave year plus the usual 8 public and bank holidays in England and Wales. If your employment commences or terminates part way through a holiday year, your entitlement during that holiday year will be calculated on a pro-rata basis for each calendar month of service during the relevant year. If you are required to work on a public or bank holiday you will be given an alternative day's holiday in lieu.

[OR]

[FOR PART TIMERS] Your holiday entitlement is calculated on a pro-rata basis by reference to a full-time entitlement of 30 days' holiday each year, plus the usual 8 public and bank holidays in England and Wales. Your total holiday entitlement is **[INSERT NUMBER]**. Bank holidays that fall on your working days will be deducted from this total. If your employment commences or terminates part way through a holiday year, your entitlement during that holiday year will be calculated on a pro-rata basis for each calendar month of service during the relevant year.

- 9.3.** Save for bank or public holidays, you will be deemed to have taken your entitlement to holiday under the Working Time Directive (2003/88/EC) before any entitlement to holiday under the Working Time Regulations 1998 ("WTR") or, if applicable, the Working Time Regulations (Northern Ireland) 2016, and/or non-WTR holiday.
- 9.4.** You will be allowed to carry forward up to five days unused annual leave from one leave year to another (pro rata for part-time employees or if your employment commences part way through the leave year) which must be taken within the first three months of the next annual leave year. You will not be entitled to payment for any unused holiday entitlement outside of this, save as where required by law.
- 9.5.** If you have taken more holiday than your accrued entitlement at the date your employment terminates, the Company will be entitled to deduct from any payments due to you one day's pay, calculated as 1/260th of your salary for each day taken in excess of your entitlement.
- 9.6.** If you have taken fewer days' holiday than your accrued entitlement at the date your employment terminates, you will receive one day's pay for each unused day. The Company will not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be 1/260th of your salary for each untaken day of your entitlement. The Company reserves the right to require you to take any accrued holiday entitlement during your notice period.
- 9.7.** The Company reserves the right, at its sole discretion, to require you (insofar as permitted by law) to take holiday on particular days, including but not limited to requiring you to take all or part of any outstanding holiday entitlement during any period of notice (including during any period of garden leave).
- 9.8.** You are eligible for other paid leave including maternity leave, adoption leave, paternity leave, parental leave and shared parental leave in accordance with the Company's current policies, as amended from time to time, subject to your complying with the relevant statutory and other conditions and requirements in order to be entitled to the leave and pay. Copies of the Company's policies are published on the intranet or available from the HR Team.

10. TERMINATION OF EMPLOYMENT

- 10.1.** Your employment may be terminated by either party giving **three (3) months' [INTERNS ONLY - 1 week's]** prior notice (subject to Clause 2) **[subject to the statutory minimum (include where 1 months' notice only)]**.
- 10.2.** The Company may at its sole discretion elect to pay you your basic salary in lieu of all or any part of your notice period or put you on garden leave for all or part of your notice period. During any period of garden leave you will be paid your basic salary and be entitled to receive your usual benefits (subject always to the rules of any relevant scheme or policy relating to such benefits). For the avoidance of doubt, during any period of garden leave or as part of any payment in lieu of notice you will not be eligible to receive any discretionary exceptional performance award payment.
- 10.3.** During any period of garden leave (which is at the sole discretion of the Company) you will remain an employee of the Company and bound by the terms of this Agreement (including any implied duties of good faith and fidelity). You agree that you will not provide services to any third party or prepare to provide such services, without the Company's prior agreement.
- 10.4.** During any period of garden leave (which is at the sole discretion of the Company), the Company (and/or any Group Company) shall be:
- 10.4.1. Under no obligation to provide you with any work and may revoke any powers you hold on behalf of the Company or Group Company;
 - 10.4.2. Entitled to appoint a replacement to hold the same or similar job title as you, carry out all or any of your duties instead of you, or both;
 - 10.4.3. Entitled to require you to perform any remaining duties at home or perform such different duties commensurate with your position as the Company or Group Company may reasonably direct;
 - 10.4.4. Entitled to exclude you from the offices or any other place of business of the Company and/or any Group Company;
 - 10.4.5. Entitled to prevent (either on a temporary or permanent basis) your access to the IT systems of the Company and/or any Group Company;
 - 10.4.6. Entitled to require you not to contact or communicate with suppliers, investors, clients, prospective clients, employees, officers, directors, agents or consultants of the Company and/or any Group Company;
 - 10.4.7. Entitled to announce to employees, suppliers, investors, clients and prospective clients that you will cease to be employed by the Company; and
 - 10.4.8. Entitled to require you not to enter into any contract or arrangement which would bind the Company and/or any Group Company.
- 10.5.** In the event of gross misconduct (a non-exhaustive list of examples is in the Disciplinary Policy as amended from time to time), gross negligence, a fundamental breach of contract on your part or other substantial grounds justifying your immediate dismissal, the Company may terminate your employment with immediate effect without notice or payment in lieu of notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination).

- 10.6.** At any time during any period of notice of termination served in accordance with this Agreement (whether given by the Company or you), the Company shall be entitled to appoint any other person or persons to act jointly with you in any position to which you may be assigned from time to time.
- 10.7.** At no time after the termination of the employment shall you directly or indirectly represent yourself as being interested in or employed by or in any way connected with the Company and/or any Group Company, other than as a former employee of the Company. This includes, to the extent applicable, updating all of your social media sites/ accounts, including but not limited to LinkedIn, accordingly, by no later than the date that your employment with the Company terminates.

11. INTELLECTUAL PROPERTY

- 11.1.** You acknowledge and agree that any and all Intellectual Property Rights in the Works ("**Works IPR**") and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, you hereby assign to the Company absolutely with full title guarantee all existing and future Works IPR in each case for the whole term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of this Agreement.
- 11.2.** To the extent that the Works do not vest in the Company automatically by operation of law or under this Agreement, you hold legal title in such rights on trust for the Company.
- 11.3.** You undertake to the Company:
- (a) whenever requested to do so by the Company and in any event on the termination or expiry of your employment, to promptly deliver to the Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are from time to time in your possession, custody or power;
 - (b) not to register nor attempt to register any of the Works IPR at any time, unless requested to do so by the Company;
 - (c) to promptly, following discovery, disclose to the Company all Inventions, know-how and trade secrets as may form part of any of the Intellectual Property Rights in the Works; and
 - (d) you will not give permission to any third party to use any of the Works, nor any of the Works IPR, save for in the normal course of your duties to the Company.
- 11.4.** You warrant that the Works are and will be original and that the use of the Works or the Works IPR by the Company will not infringe the rights of any third parties.
- 11.5.** You agree to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works.

- 11.6.** You acknowledge that, because of the nature of your duties and the particular responsibilities arising from the nature of those duties, you have, and shall have at all times while employed by us, a special obligation to further our interests.
- 11.7.** You hereby waive any moral rights in the Works to which they are now or may at any future time be entitled under the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 11.8.** You acknowledge that, to the extent permitted by law, no further remuneration or compensation other than that provided for in this Agreement is or may become due to you in respect of the performance of your obligations under this clause.
- 11.9.** You undertake to execute all documents, make all applications, give all assistance and do all acts and things, at the reasonable expense of the Company and at any time either during or after your employment, as may, in the opinion of the Company, be necessary or desirable to vest the Works IPR in, and register them in the name of, the Company and to defend the Company against claims that any of the Works infringe third party rights, and otherwise to protect and maintain the Works IPR.

12. SICKNESS

- 12.1.** If you are absent from work due to incapacity, you must follow the reporting procedure set out in the Managing Absence Policy, as amended from time to time, which can be found on the intranet. In the event of absence due to sickness or injury, please ensure that you contact your line manager to advise of the absence before your contracted start time on the first day of your absence.
- 12.2.** For periods of absence due to sickness of up to seven calendar days, a self-certification form must be completed and submitted. For periods of absence due to sickness of more than seven calendar days, a doctor's note must be provided.
- 12.3.** You will be entitled to Statutory Sick Pay (SSP) in line with the statutory regime and may be entitled to Company Sick Pay (CSP), subject to your compliance with the Company's sick pay requirements and conditions, as amended from time to time, in line with the following table on an incremental length of service basis:

Length of Service	Full pay	Half Pay
Up to 1 years' service, in any 12 month rolling period	Up to 4 weeks	
After 1 years' service, in any 12 month rolling period.	Up to 6 weeks	Up to 2 weeks
After 2 years' service, in any 12 month rolling period.	Up to 12 weeks	Up to 8 weeks
After 3 years' service, in any 12 month rolling period.	Up to 15 weeks	Up to 10 weeks
After 4 years' service, in any 12 month rolling period.	Up to 20 weeks	Up to 15 weeks
After 5 years' service, in any 12 month rolling period.	Up to 26 weeks	Up to 26 weeks

- 12.4.** It is a condition of your employment that the Company shall, from time to time, be entitled to require you to undertake, and you agree to undertake, a medical examination with an approved occupational health provider or doctor of the Company's choice and/or from your own doctor/consultant. In addition, the Company may require any such report produced in connection with any such examination to be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor or occupational health provider. Failure to comply with this clause 12.4 could result in disciplinary action.

- 12.5.** If your absence is or appears to be as a result of actionable negligence, nuisance or breach of any statutory duty on the part of a third party action(s) in respect of which damages are or may be recoverable, you shall immediately notify the Company in line with the Managing Absence Policy and Procedure (as amended from time to time) of the fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. You shall if required by the Company co-operate in any related legal proceedings and promptly refund the Company that part of any damages or compensation relating to the loss of earnings for the period of sickness absence as the Company may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by us in respect of the period of absence.
- 12.6.** False reporting of sickness will be treated as gross misconduct and may lead to your dismissal.
- 12.7.** The provision of benefits under this clause 12 or clause 7 above shall not preclude the Company from terminating your employment at any time for any reason.

13. CONDUCT AND POLICIES

- 13.1.** You are expected to adhere to the Company's Standards of Conduct, as amended from time to time, applicable to your employment. The Standards of Conduct sets out the minimum standards of conduct required of the Company's employees and you are required to keep yourself informed of any variations or changes made.
- 13.2.** You will also be required to read and comply with all of the Company's policies and procedures. Although the policies and procedure do not form part of your contract of employment, you must comply with them during your employment. Policies and procedures may be varied and/or updated by the Company from time to time and you have an obligation to keep yourself informed of any variations or changes made.
- 13.3.** During your employment:
- 13.3.1. you must complete compulsory quarterly e-learning modules which will be paid for by the Company. A failure to complete mandatory training could result in disciplinary action, and will also be taken into consideration in the allocation of performance ratings at the end of the financial year.
- 13.3.2. you may also be entitled to take part in various training courses which the Company may provide from time to time in-house (attendance will be at the discretion of the Company).

14. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 14.1.** The Disciplinary Policy and Procedure and the Grievance Policy and Procedure are published on the Company's intranet or are available from the HR Team. The procedures set out in the Disciplinary Policy and Procedure and the Grievance Policy and Procedure are for guidance only and do not form part of your contract of employment.
- 14.2.** If you are dissatisfied with any disciplinary decision relating to you, you should appeal in writing to your line manager.
- 14.3.** If you have any grievance relating to your employment, you should set it out in writing (including the nature and details of it) to your line manager or if your grievance is about your line manager,

to the person set out in the grievance procedure (or as otherwise specified to you by the Company).

- 14.4.** The Company may suspend you (with payment of your salary) from any or all of your duties during any period in which the Company is investigating any potential disciplinary matter involving you or while any disciplinary procedure against you is outstanding or for otherwise as long as the Company may think fit.

15. COLLECTIVE AGREEMENTS

- 15.1.** There is no collective agreement which directly affects your employment.

16. USE OF CONFIDENTIAL INFORMATION

- 16.1.** You will not (except in the proper course of your duties) either during your employment or at any time after its termination (however it arises):
- 16.1.1. divulge or communicate to any person, company, business entity, future employer or other organisation;
 - 16.1.2. use for your own purposes or for any purposes other than those of the Company or any Group Company; or
 - 16.1.3. through any failure to exercise due care and diligence, cause any unauthorised disclosure of,

any Confidential Information relating to the Company or any Group Company.
- 16.2. Confidential Information** means any matter which is not in the public domain which relates to the affairs of the Company or any Group Company, its and/or their investments or investors or clients, suppliers and other business contacts. This includes but is not limited to business, financial data, formulae, processes, strategy, technical data, knowhow, techniques, intentions, personnel information and any information or matter which is not in the public domain (except as a result of your breach of this Agreement) and which relates to the affairs of the Company or any Group Company or any of its or their business contacts.
- 16.3.** The restriction in clause 16.1 shall not prevent the disclosure by you of information to an appropriate person for the purposes of making a protected disclosure within the meaning of the Employment Rights Act 1996, or, if applicable, the Employment Rights (Northern Ireland) Order 1996 (provided that such disclosure is made in the public interest and in an appropriate way to an appropriate person having regard to the provisions of the relevant legislation).

17. EMAIL AND INTERNET USAGE

- 17.1.** The e-mail system and internet are available for communications directly concerned with the business of the Company and/or any Group Company. The Company and any Group Company reserves the right to intercept, monitor and view all data sent or received electronically by you, whether internally or externally, and all internet sites accessed by you using computer equipment or other property owned by the Company and/or any Group Company, regardless of whether such data and/or sites relate to the business of the Company and/or any Group Company, or otherwise. Any unauthorised use of e-mail or internet systems is considered to be a serious breach of IT policies in place from time to time and may result in disciplinary action leading to dismissal, including summary dismissal, being taken against you.

18. COMPANY PROPERTY

- 18.1.** All documents, phones, mobile phones, tablets, computers, manuals, hardware and software provided for use by the Company and any data or documents (including copies) produced, maintained or stored on the Company's or any Group Company's computer systems or other electronic equipment (including mobile phones) remain the property of the Company or, where applicable, any Group Company.

19. NON-SOLICITATION

- 19.1.** You agree that during your employment with the Company you will not:

19.1.1. directly or indirectly solicit or entice away from or endeavour to solicit or entice away from the Company and/or any Group Company any individual employed or engaged by the Company and/or any Group Company; or

19.1.2. recruit or attempt to recruit any employee of the Company and/or any Group Company to work for you, or for any other person or organisation, either then or at any time in the future.

20. RESTRICTIONS ON OTHER EMPLOYMENT

- 20.1.** Should you wish to take additional duties or jobs outside of the Company and/or Group Company (including employment and/or engagement with any third party) you must, before commencing such additional duties, jobs, employment and/or engagement, request and be granted written permission by the Company and such permission will not be unreasonably withheld where the external commitment is unlikely to interfere with your role with the Company.

21. OBLIGATIONS ON TERMINATION

- 21.1.** On termination of your employment with the Company or at any time at the request of the Company, you shall:

21.1.1. immediately deliver to the Company, in good condition, all property belonging to the Company and/or to any Group Company, including any documents, manuals, hardware software mobile phones, Blackberries, computers, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company, any Group Company or its or their business contacts, clients or investors, any keys, credit card and any other property of the Company or any Group Company which is in your possession or under your control;

21.1.2. irretrievably delete any information relating to the business of the Company or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control (outside of the premises of the Company or Group Company); and

21.1.3. confirm when requested that you have complied fully with your obligations under this clause together with such reasonable evidence of compliance as the Company may request.

22. RESTRICTIONS AFTER EMPLOYMENT

22.1. In this clause 22 the following words and phrases shall have the following meanings:

Garden Leave shall mean any period during which the Company exercises its rights under clause 10.2

Key Person means any person who is an employee of or otherwise works for the Company and/or any Group Company and either:

- (a) to your knowledge is and within the Prior Period had been part of the senior management of the Company or any other Group Company or
- (b) by reason of their knowledge of Confidential Information or knowledge or influence over the clients, customers or suppliers of the Company and/or any Group Company is likely to be able to assist or benefit a business which competes or proposes to compete with the Company and/or any Group Company

and in either case with whom you had personal dealings (other than in non-material way) in the course of your employment within the Prior Period

Prior Period means the period of six months immediately preceding the date that your employment terminates provided that the Prior Period shall not include and shall be extended by any period of Garden Leave

Prospective Customer means any person, firm, company or organisation who or which at any time during the Prior Period is or was to your knowledge negotiating or having material discussions with the Company and/or any Group Company for the supply of Relevant Goods and Services and with whom or which you had (other than in a non-material way) direct dealings or personal contact during the Prior Period in the course of your employment

Prospective Supplier means any person, firm, company or organisation who or which at any time during the Prior Period is or was to your knowledge negotiating or having material discussions with the Company and/or any Group Company to be a supplier to the Company or any other Group Company and with whom or which you had (other than in non-material way) direct dealings or personal contact during the Prior Period in the course of your employment

Relevant Customer means any person, firm, company or organisation who or which at any time during the Prior Period is or was to your knowledge:

- (c) a client, customer or agent of the Company and/or any Group Company for the sale or supply of Relevant Goods and Services or
- (d) in the habit of dealing with the Company and/or any Group Company for the sale or supply of Relevant Goods and Services

and in each case with whom or which you had (other than in a non-material way) direct dealings or personal contact during the Prior Period in the course of your employment

Relevant Goods and Services means any goods and services which are of the same kind as or of a materially similar kind to or competitive with any goods or services supplied by the Company and/or any Group Company within the Prior Period and with which sale or supply you were directly concerned or connected or of which you had personal knowledge during the Prior Period (other than in a non-material way) in the course of your employment

Restricted Business shall mean the business or any part of the business which in either case:

- (e) is carried on by the Company and/or any Group Company at the date that your employment terminates or
- (f) was carried on by the Company and/or by any Group Company at any time during the Prior Period or
- (g) is to your knowledge to be carried out by the Company or by any Group Company at any time during the period of six months following the date that your employment terminates

and with which you were materially concerned or for which you had management responsibility or in respect of which you had Confidential Information in each case at any time during the Prior Period

Restricted Period means the period of:

- (h) three months from the date that your employment terminates in respect of clauses 22.2.1 and
- (i) six months from the date that your employment terminates in respect of clauses 22.2.2, 22.2.3, 22.2.4, 22.2.5, 22.2.6 and 22.2.7

provided that such periods of restriction shall be reduced by any Garden Leave

Restricted Supplier means any person, firm, company or organisation who or which to your knowledge is and has been a supplier to the Company or any other Group Company during the Prior Period and with whom you had (other than in a non-material way) direct dealings or personal contact in the course of your employment during that period

Restricted Territory shall mean the United Kingdom together with any other country in which the Company or any other Group Company:

- (j) carried on any Restricted Business at the date that your employment terminates or
- (k) carried on any Restricted Business at any time during the Prior Period or

(l) is to your knowledge to carry out any Restricted Business at any time during the period of six months immediately following the date that your employment terminates

and regarding which country at any time during the Prior Period you were (other than in a non-material way) involved or concerned

22.2. You will not (without the previous consent in writing of the Company) at any time during the Restricted Period whether as principal or agent, and whether alone or jointly with, or as a director, manager, partner, shareholder, employee or consultant of any other person, directly or indirectly:

22.2.1. carry on, or be engaged, concerned or interested in any business within the Restricted Territory which competes with the Restricted Business;

22.2.2. negotiate with, solicit business from or endeavour to entice away from the Company and/or any Group Company the business of any Relevant Customer in respect of Relevant Goods and Services, so as to harm the goodwill or otherwise damage the business of the Company or of any other Group Company;

22.2.3. in competition with the Company and/or any Group Company, deal with or accept the custom or business of any Relevant Customer for the sale or supply of Relevant Goods and Services;

22.2.4. interfere with the employment of, solicit or endeavour to entice away from the Company and/or any Group Company, any Key Person;

22.2.5. employ or engage for the provision of work or services any Key Person;

22.2.6. negotiate with, solicit business from or endeavour to entice away from the Company and/or any Group Company the business of any Prospective Customer in respect of Relevant Goods and Services, so as to harm the goodwill or otherwise damage the business of the Company or of any other Group Company;

22.2.7. interfere with the supply of any product or service by any Restricted Supplier or Prospective Supplier to the Company and/or any Group Company.

22.3. Nothing in clause 22.2 shall preclude you from holding (directly or through nominees) investments listed on the UK Official List, AIM or any Recognised Investment Exchange or any private company as long as you do not hold more than 3% of the issued shares or other securities of any class of any one company.

22.4. At no time shall you make any untrue or misleading oral or written statement concerning the business and affairs of the Company and/or any Group Company and at no time after the termination of your employment shall you directly or indirectly represent yourself as being interested in or employed by or in any way connected with the Company and/or any Group Company, other than as a former employee of the Company.

22.5. You agree that, having regard to all the circumstances, the restrictions contained in this clause are reasonable and necessary for the protection of the Company or of any Group Company and that they do not bear harshly upon you and the parties agree that:

22.5.1. each restriction shall be read and construed independently of the other restrictions so that if one or more are found to be void or unenforceable as an unreasonable restraint

of trade or for any other reason the remaining restrictions shall not be affected; and

22.5.2. if any restriction is found to be void but would be valid and enforceable if some part of it were deleted, that restriction shall apply with such deletion as may be necessary to make it valid and enforceable.

- 22.6.** You shall not, during your employment, assist or advise or give any information to any person for the purpose of that person doing an act which, if done by you, would be in breach of any of the provisions of clause 22.2.
- 22.7.** If at any time during your employment or the Restricted Period you accept, or conditionally accept, an offer of employment which is, or potentially may be, in competition with the Restricted Business, then you will immediately inform the Company of the acceptance, or conditional acceptance, of such an offer and the identity of the prospective employer.
- 22.8.** If you apply for or are offered new employment, appointment or engagement you will immediately disclose the extent of your notice period under clause 2 and 10 and the terms of clauses 16, 22.1 and 22.2 of this Agreement to the third party proposing to directly or indirectly employ, appoint or engage you before accepting any offer of employment. You will immediately confirm to the Company that such notification has been made.
- 22.9.** You will at the request and cost of the Company at any time after the date of this Agreement but prior to the expiry of the Restricted Period:
- 22.9.1. enter into direct undertakings with any Group Company which correspond to the restrictions in clause 22.2; and/or
- 22.9.2. consent to any reasonable changes to this clause 22 which are less onerous only to the extent necessary (in the opinion of the Company or its legal advisors) to ensure that such undertakings are valid and enforceable or which are reasonably required by the Company or any Group Company to ensure that such undertakings and obligations comply with applicable law.

23. DATA PROTECTION

As part of your employment, the Company will process personal data and special categories of personal data about you from time to time. The Company will process such personal data and special category data in accordance with applicable data protection legislation and in accordance with its Employee Privacy Notice as amended from time to time. You confirm that you have read and understand the Data Protection Policy and Employee Privacy Notice, the latest versions of which can be found on the Company's intranet. Any questions in relation to the processing of your personal data and special category data by the Company or on the Company's behalf should be directed to the Data Protection Mailbox.

24. THIRD PARTY RIGHTS

- 24.1.** The benefit of each agreement and obligation of you under clauses 11 and 16 to 22 of this Agreement may be assigned to and enforced by the Company, any Associated Company and/or all successors and assigns for the time being of the Company and any Associated Company and such agreements and obligations shall operate and remain binding notwithstanding the termination of this Agreement. This Agreement does not confer on any person other than the parties to this Agreement any right to enforce or otherwise invoke any terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999 provided that this does not affect any right or remedy of a third party which exists or is available apart from

that Act.

25. EMPLOYMENT PARTICULARS

- 25.1.** This Agreement contains your statement of initial employment particulars as required under the Employment Rights Act 1996 or, if applicable, the Employment Rights (Northern Ireland) Order 1996.

26. ENTIRE AGREEMENT AND ONGOING EFFECT OF THIS AGREEMENT

- 26.1.** This Agreement (together with the other policies and documents referred to in this Agreement) constitute the entire agreement of the parties. Without prejudice to this clause in the event of any conflict between the terms of this Agreement and any other document purporting to relate to your employment the terms of this Agreement prevail.
- 26.2.** Each party acknowledges that in entering into this Agreement it has not relied on and shall have no remedy in respect of any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) or any person (whether party to this Agreement or not) relating to your employment which is not expressly set out in this Agreement or any documents referred to it, including any offer letter. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
- 26.3.** Nothing in this Agreement shall limit or exclude any liability for fraud.
- 26.4.** The expiration or termination of this Agreement shall not prejudice any claim which either party may have against the other in respect of any pre-existing breach of or contravention of or non-compliance with any provision of this Agreement nor shall it prejudice the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to or has the effect of coming into or continuing in force on or after such expiration or termination.

27. MISCELLANEOUS

- 27.1.** The Company reserves the right to amend your terms and conditions of employment from time to time to reflect the changing needs of the business and/or to comply with new legislation. This may include, but is not limited to, temporary or permanent changes to your duties and/or your reporting line and/or your job title and/or your normal place of work. Minor changes of detail may be made from time to time and will be effected by a general notice to employees. Not less than one month's written notice will be given before significant changes are made.
- 27.2.** This Agreement is signed by both parties to show their acceptance of the terms contained herein.
- 27.3.** This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same agreement.

28. NOTICES

- 28.1.** Any notice or other document to be given under this Agreement shall be in writing and may be:
- 28.1.1. delivered by hand;

28.1.2. sent by first class post (or other fast postal service) to, in the case of the Company, its registered office for the time being and, in the case of you, either to your address shown on the face of this Agreement or to your last known place of residence;

28.1.3. sent by email to, in the case of the Company, the Company email address of HumanResources@british-business-bank.co.uk and, in the case of you, to the email address notified in writing to the Company from time to time.

28.2. Any such notice shall (unless the contrary is proved) be deemed to have been served:

28.2.1. if delivered by hand, at the time the notice is left at the address given by the addressee;

28.2.2. if sent by first class post (or other fast postal service), at 9.00 am on the second business day after posting or at the time recorded by the delivery service; and/or

28.2.3. if sent by email, 24 hours after sending.

28.3. In proving such service it shall be sufficient to prove, where appropriate, that the notice was properly addressed, stamped and posted, or that the fax or email was despatched.

28.4. A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purposes of calculating deemed receipt all references to time are to local time in the place of deemed receipt.

29. CHOICE OF LAW AND SUBMISSION TO JURISDICTION

28.1 This Agreement shall be governed by and interpreted in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts but this Agreement may be enforced by the Company in any court of competent jurisdiction.

[OR, FOR NON UK NETWORK EMPLOYEES BASED IN NORTHERN IRELAND, USE THE FOLLOWING IN PLACE OF THE ABOVE

29.1. This Agreement shall be governed by and interpreted in accordance with the laws of Northern Ireland. The parties submit to the exclusive jurisdiction of the courts of Northern Ireland but this Agreement may be enforced by the Company in any court of competent jurisdiction.]

25 September 2024

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Name, Job Title

British Business Bank Plc

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Date

.....
Name of employee

.....
Date

25 September 2024

.....
Verified & Approved by:
Name, Job Title

.....
Date