

Effective Date: June 1, 2024

(1) MUN (UK) LIMITED

- and -

(2) Jingjing Xu

CONTRACT OF EMPLOYMENT

NOTE: Memorial University's stance is that this Contract is subject to UK Privacy Law, as is explicitly stated in item 28 of the Contract. Therefore, the content in the Contract has been redacted pursuant to s. 40 (1) of the ATIPPA, 2015, as it includes personal information.

The UK GDPR and the DATA PROTECTION ACT, 2018 recognize employment information, including employment contracts, as personal information that should not be released without the express consent of the individual.

Given our position that UK law applies, then on that basis, the details of this Contract should be treated the same as if this was a private sector employee and redacted accordingly - as we wouldn't release the details of an individual who worked for a private company simply because we had a copy of their contract.

UK GDPR:

Article 5(1)(a)(f)

1. Personal data shall be:

- (a) processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

Article 6(1)(a)

1. Processing shall be lawful only if and to the extent that at least one of the following applies:

- (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;

Article 21 (1)

1. The data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on point (e) or (f) of Article 6(1), including profiling based on those provisions. The controller shall no longer process the personal data unless the controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.

DATA PROTECTION ACT, 2018:

Part 6 - Section 170: Unlawful obtaining etc of personal data.

(1) It is an offence for a person knowingly or recklessly -

- (a) to obtain or disclose personal data without the consent of the controller,
- (b) to procure the disclosure of personal data to another person without the consent of the controller,

CONTRACT OF EMPLOYMENT

(Incorporating the Particulars of Employment as required by Section I of Employment Rights Act 1996)

DATE: Effective June 1, 2024

s. 29 (1)(a)

PARTIES:

(1) **MUN (UK) Limited** (registered number 6132072) whose registered office is [REDACTED] and whose principal place of business is at The Maltings, St Johns Walk, Market Street, Old Harlow, Essex CM17 0AJ (“we”, “us” or the “Company”)

and

s. 40 (1)

(2) **Jingjing Xu** [REDACTED] (“you”)

1. Duties

[REDACTED]

s. 40 (1)

2. Hours of work

[REDACTED]

s. 40 (1)

3. Place of work

[REDACTED]

s. 40 (1)

4. Term of Employment

[Redacted content]

s. 40 (1)

5. Salary

[Redacted content]

s. 40 (1)

6. Expenses

[Redacted content]

s. 40 (1)

7. Pensions

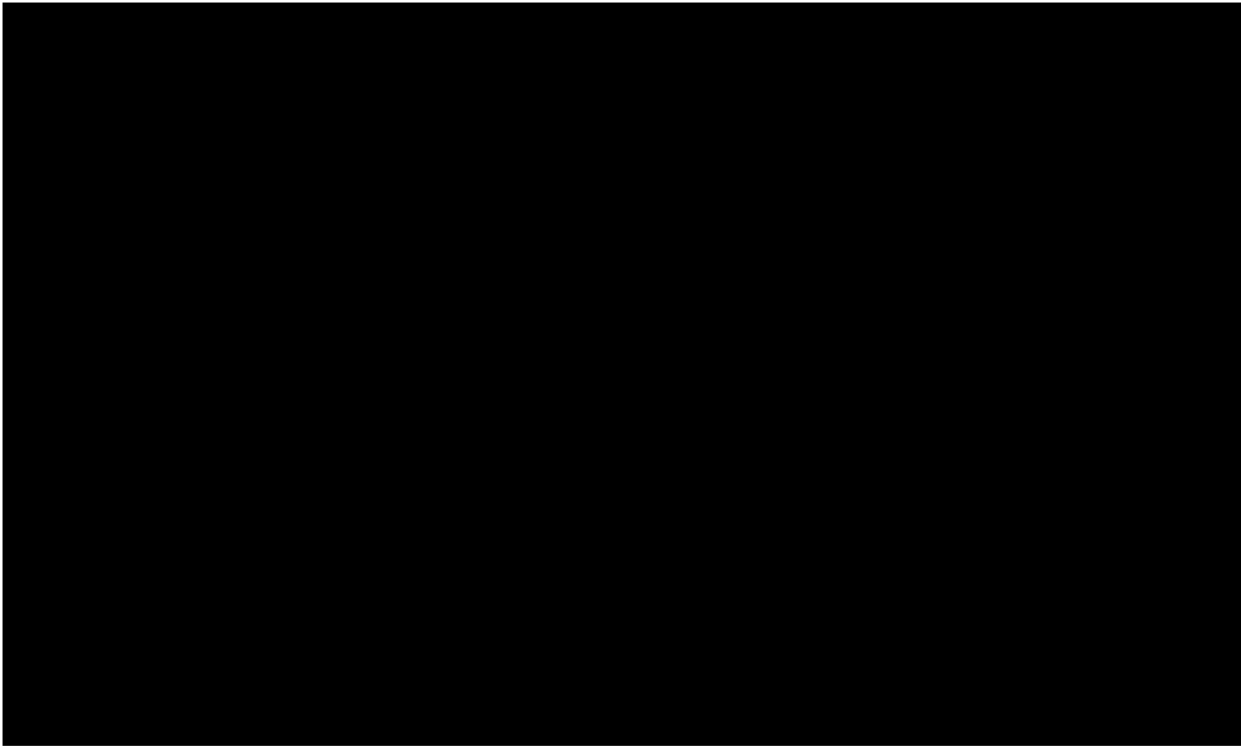
[Redacted content]

s. 40 (1)

8. Holiday

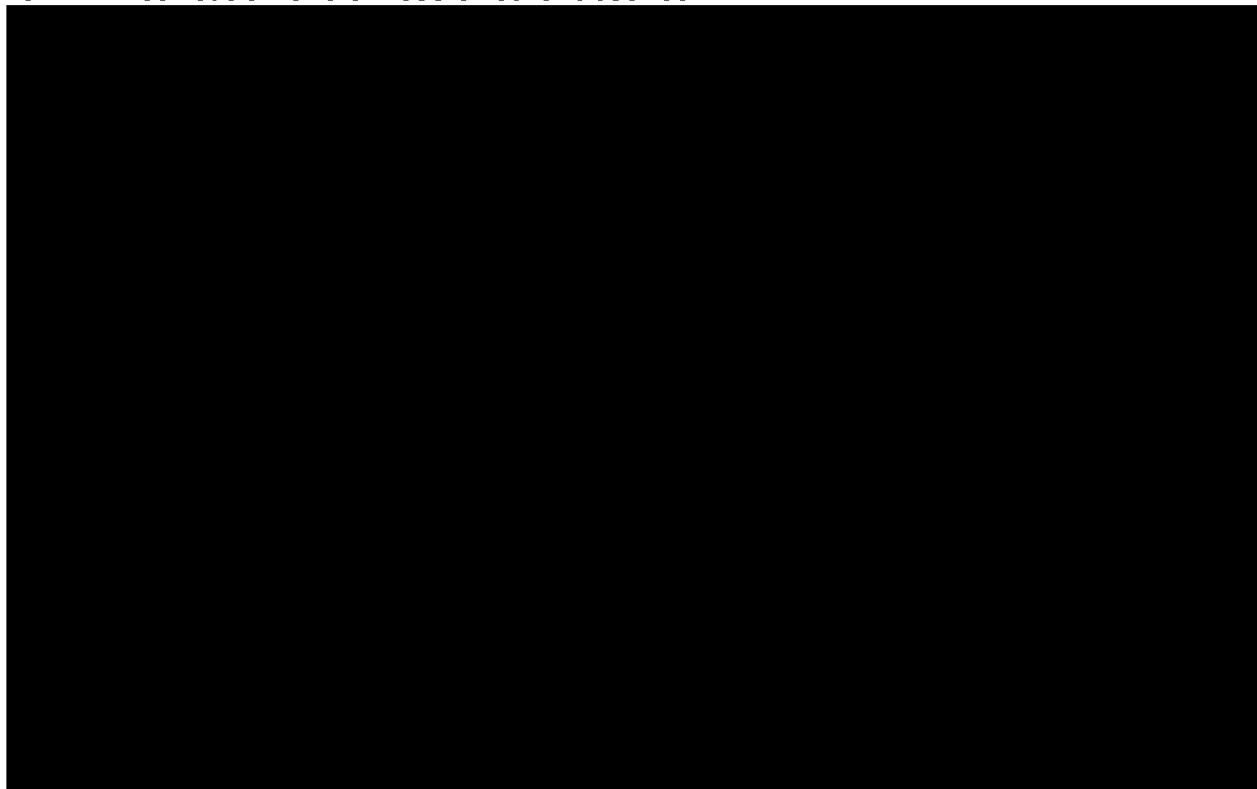
[Redacted content]

s. 40 (1)



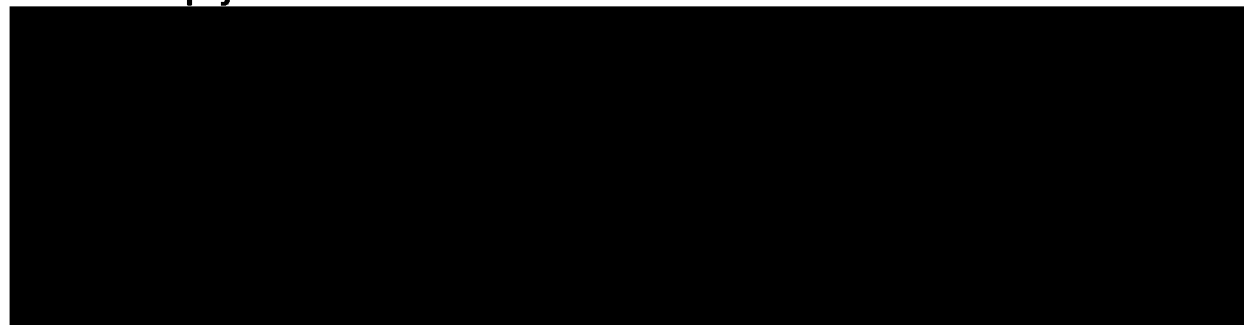
s. 40 (1)

9. Notification of sickness or other absence

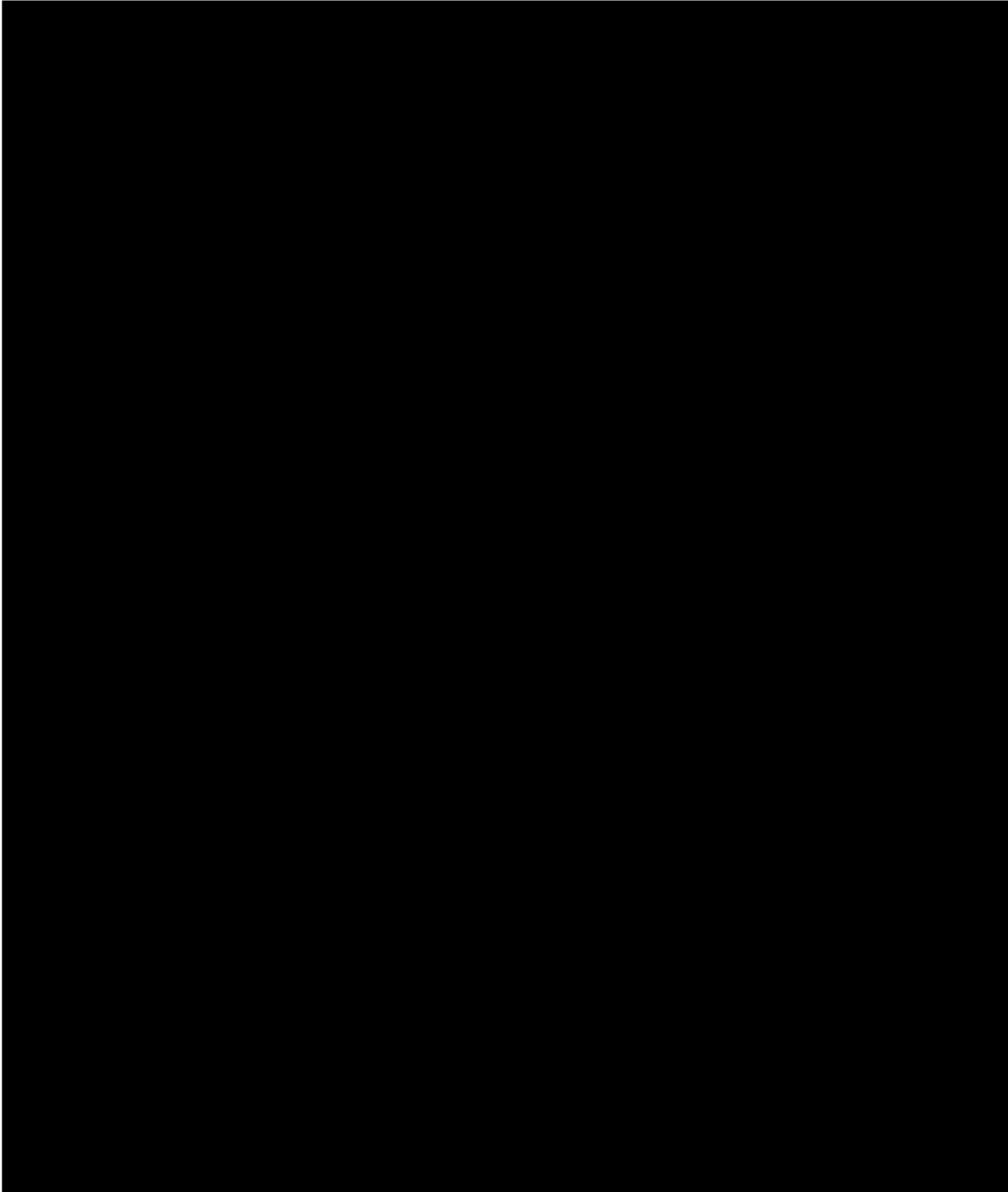


s. 40 (1)

10. Sick pay

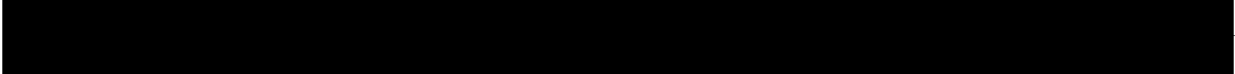


s. 40 (1)



s. 40 (1)

11. Medical fitness and examinations



s. 40 (1)

[Redacted]

s. 40 (1)

12. Other paid leave

[Redacted]

s. 40 (1)

13. Benefits

[Redacted]

s. 40 (1)

14. Training

[Redacted]

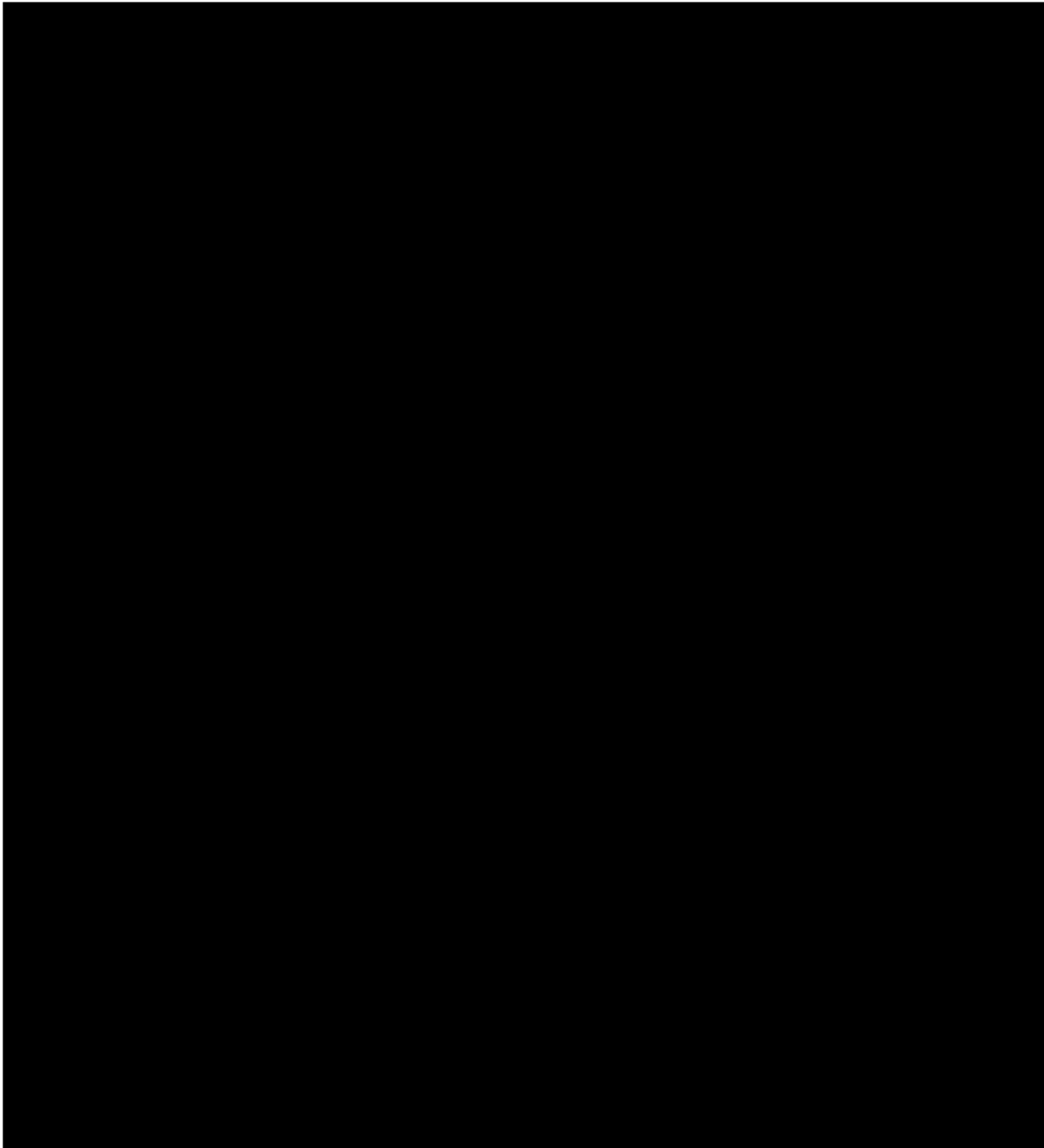
s. 40 (1)

15. Notice

[Redacted]

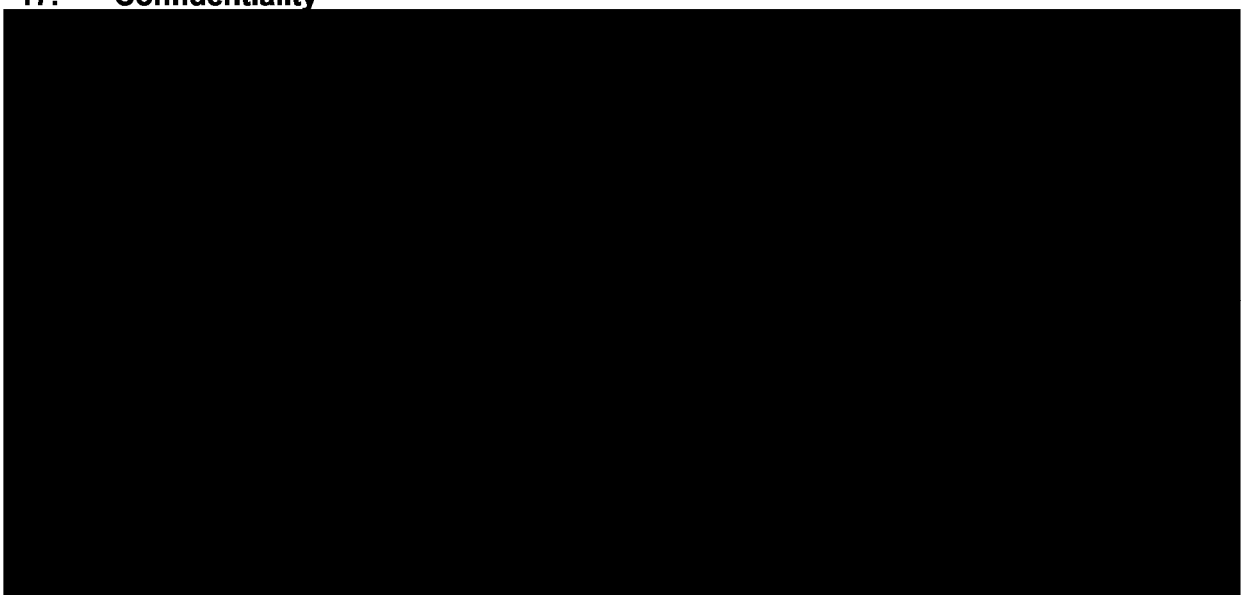
s. 40 (1)

16. Summary termination

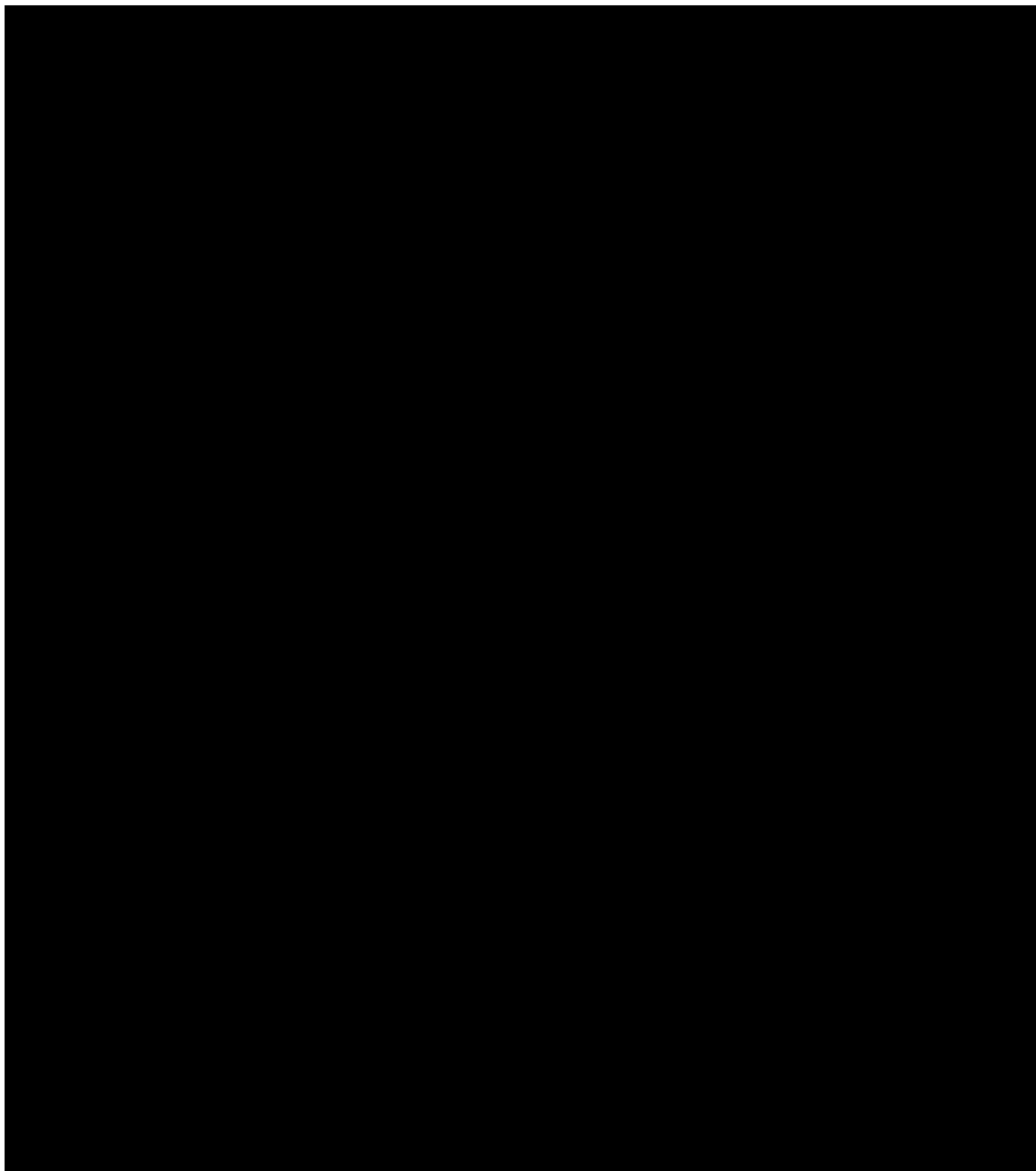


s. 40 (1)

17. Confidentiality

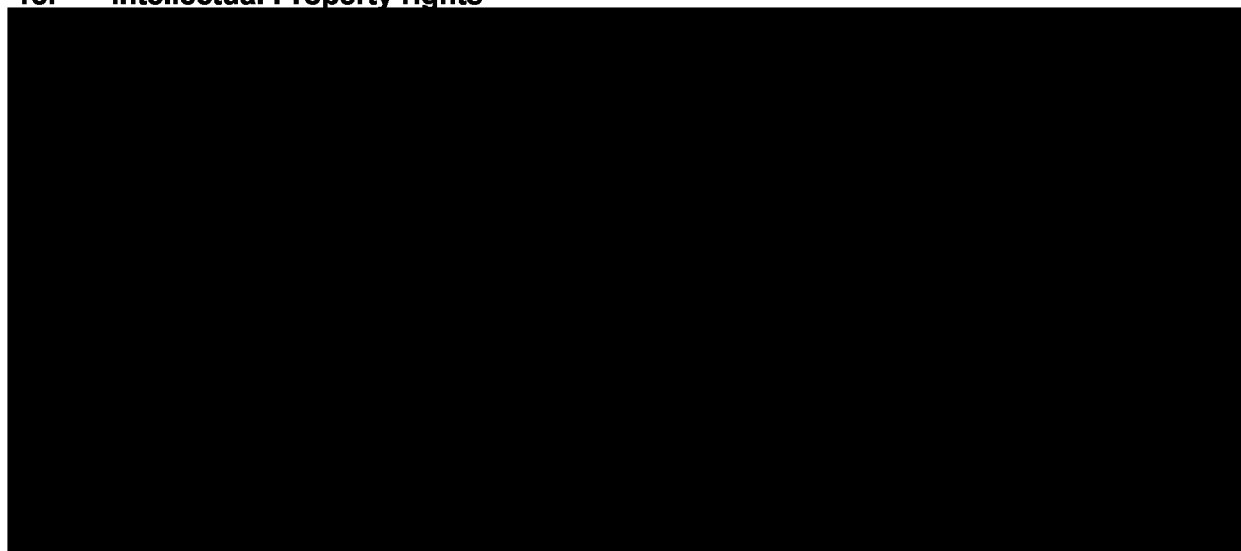


s. 40 (1)



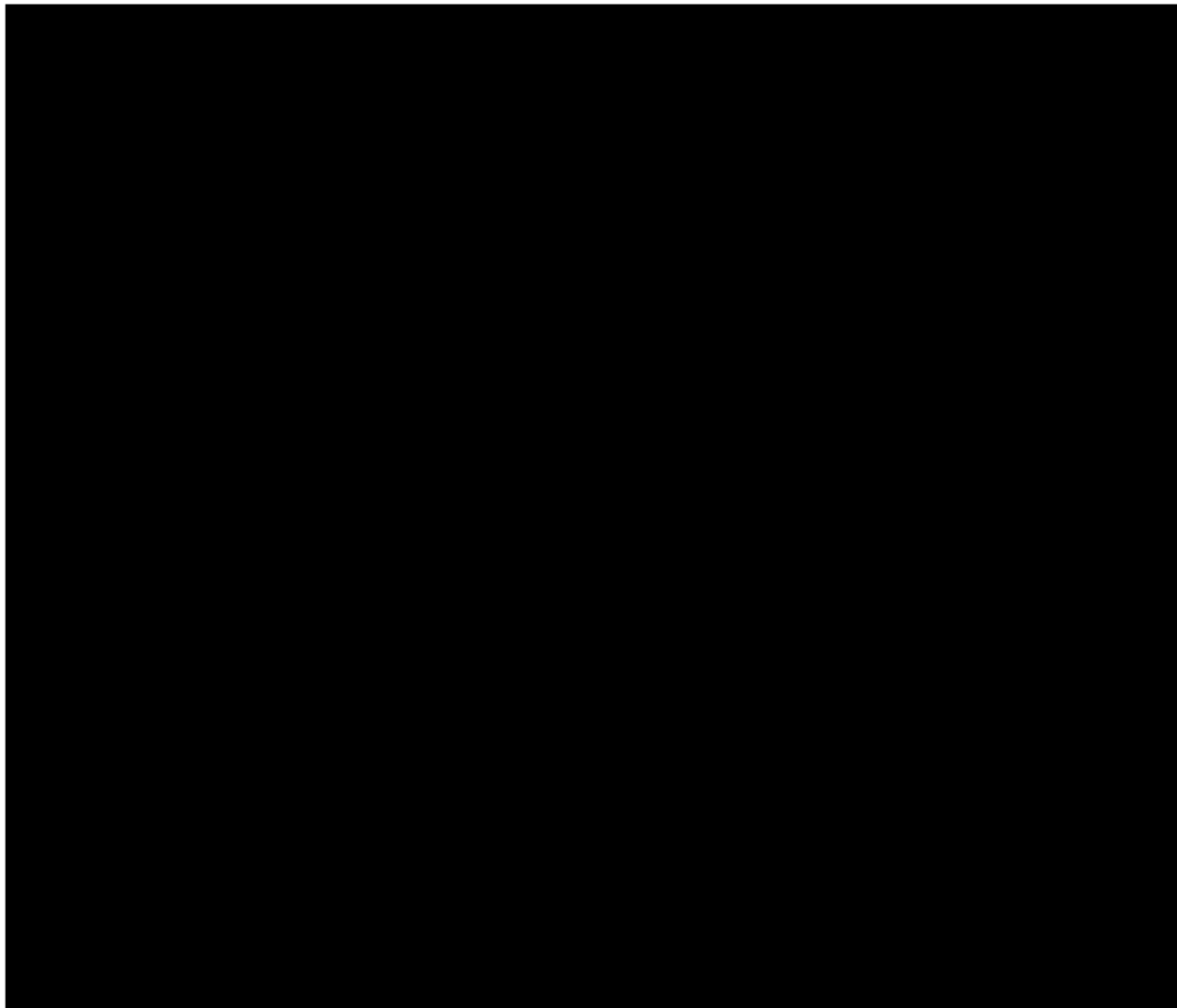
s. 40 (1)

18. Intellectual Property rights



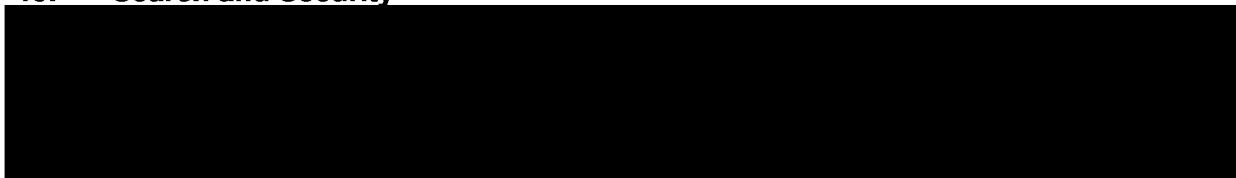
s. 40 (1)

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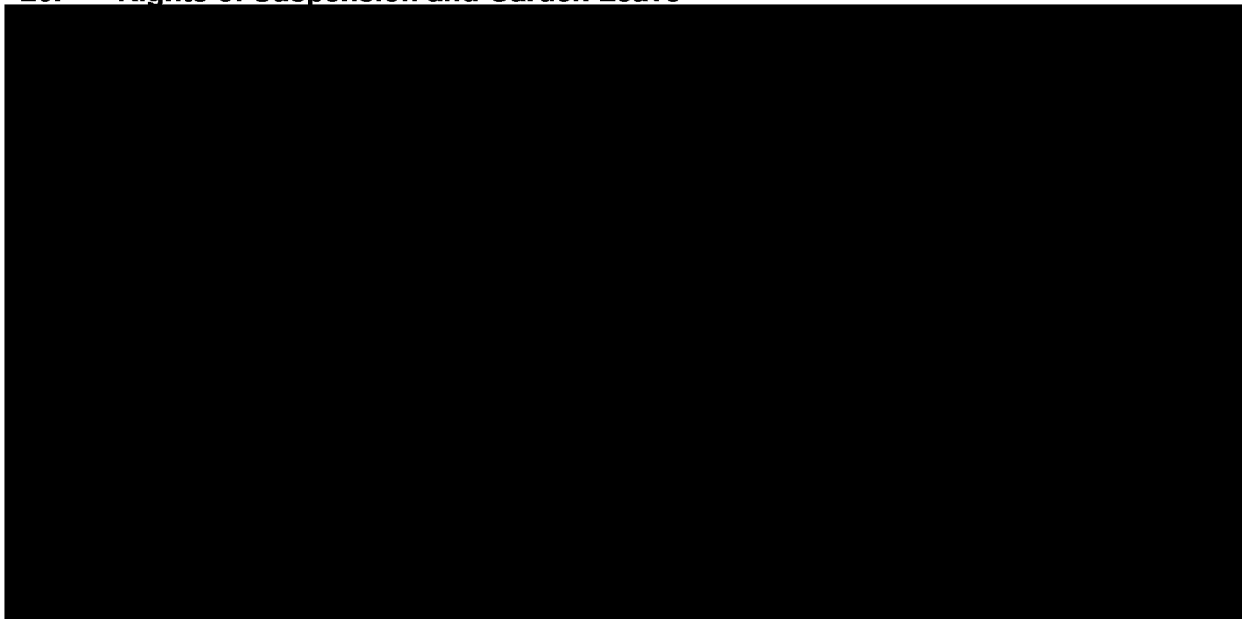
s. 40 (1)

19. Search and Security




s. 40 (1)

20. Rights of Suspension and Garden Leave




s. 40 (1)




s. 40 (1)

21. Business Equipment



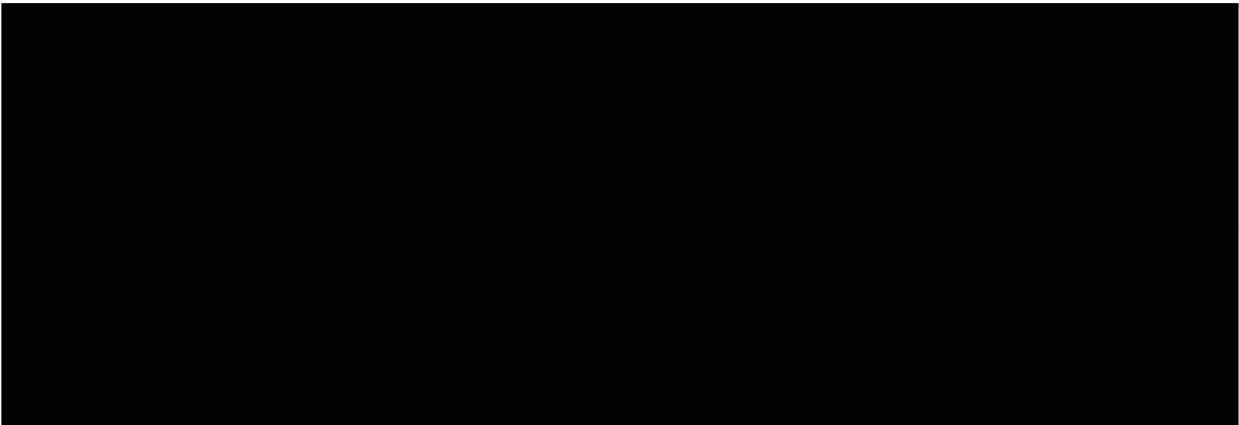
s. 40 (1)

22. Use of Company Property

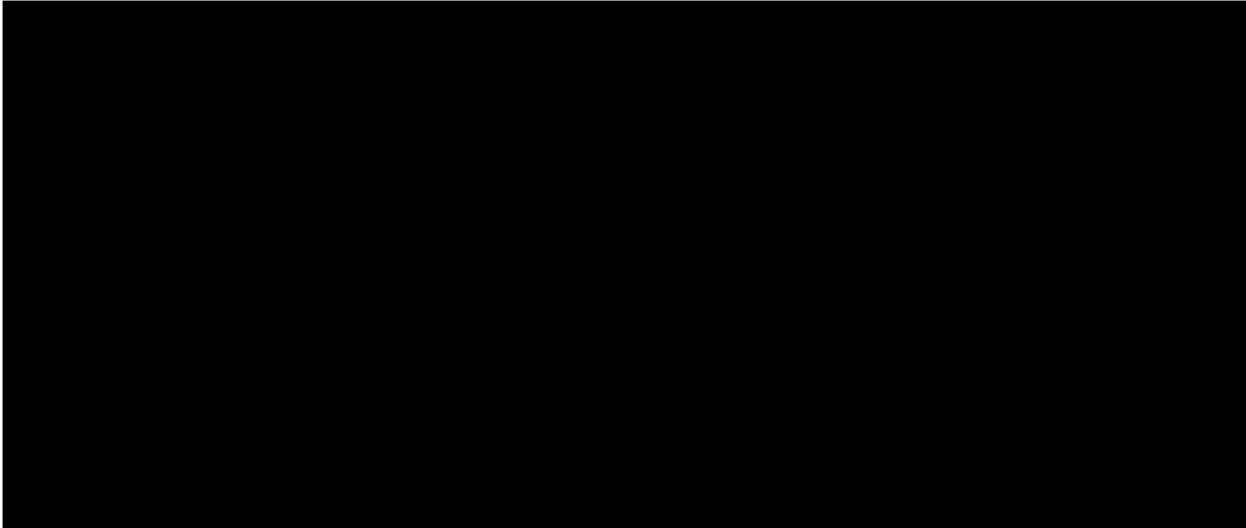


s. 40 (1)

23. Personal Data



s. 40 (1)



s. 40 (1)

24. Change in Personal Circumstances



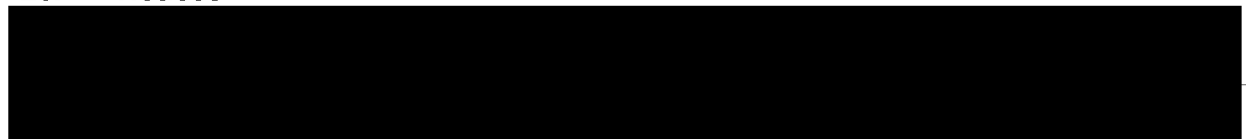
s. 40 (1)

25. Collective agreements



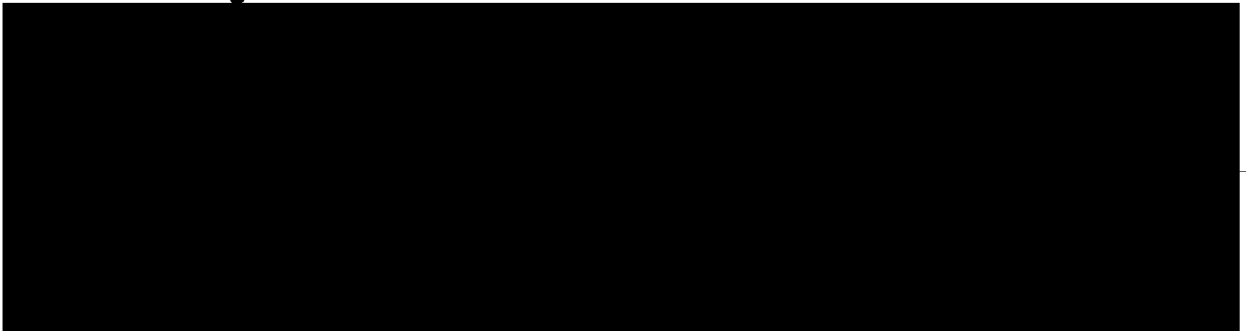
s. 40 (1)

26. Notices



s. 40 (1)

27. Entire Agreement and variation



s. 40 (1)

28. Governing law

28.1. This Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

29. Definitions

29.1. In this Agreement:

Group Company

means any company which is a holding company of the Company and any company which is a subsidiary of the Company or of such holding company (and the expressions subsidiary and holding company have the same meanings in this agreement as in section 1159 of the Companies Act 2006).

Signed:  s. 40 (1)
Neil Bose, MUN (UK) Limited

July 30, 2024
Date

I acknowledge that I have read and understood the terms and conditions of my Contract of Employment with MUN (UK) Limited of which this is a copy, and I accept and agree to be bound by them.

Signed:  s. 40 (1)
Jingjing Xu

29 July 2024
Date