

Effective Date: June 1, 2024

(1) MUN (UK) LIMITED

- and -

(2) Jingjing Xu

CONTRACT OF EMPLOYMENT

CONTRACT OF EMPLOYMENT

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

DATE: Effective June 1, 2024

PARTIES:

(1) **MUN (UK) Limited** (registered number 6132072) whose registered office is (NEED TO CONFIRM – it used to be INCE) 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”) s. 29 (1)(a)

and

s. 40 (1)

(2) **Jingjing Xu** of 6 Chaddlewood Avenue, Plymouth, PL4 8RE, UK (“you”)

1. Duties

- 1.1. The title of your job is Associate Vice-President (Harlow and Global Partnerships) and General Manager. Your non-exhaustive duties are as set out in your written job description. Your goals and objectives for the period of this contract must be finalized and signed off by me within 30 days of signing this contract.
- 1.2. During your employment you must properly perform all duties assigned to you including any additional duties that we may require you to perform from time to time, regardless of whether they form part of your job description under clause 1.1. You may be required to work for a Group Company from time to time.
- 1.3. You must conduct yourself honestly and in a way that will not detract from the performance of your duties or bring us, or you as our employee, into disrepute.
- 1.4. You must devote your full time, attention and abilities during your hours of work to your duties for the Company. You may not undertake any other job (including voluntary work) or carry on or be engaged in any other business without the Company’s prior written consent.
- 1.5. You warrant that you are entitled to work in the United Kingdom without any additional approvals and you will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.
- 1.6. You are required at all times to comply with our rules, policies and procedures in force from time to time including those contained in the Employee Handbook (attached).

2. Hours of work

- 2.1. Your normal hours of work are 37.5 hours per week. Your normal hours and days of work will be from Monday to Friday, 9:00 am – 5:30 pm, with one hour for lunch each day. Your working hours and days are not variable however, the nature of your job requires a flexible approach so that work deadlines and commitments are met and therefore you may be required to work such additional hours as may be necessary for the proper performance of your duties without extra remuneration unless otherwise agreed pursuant to clause 5.2.

3. Place of work

- Your normal place of work will be at Harlow Campus or such other place or places of business as we may from time to time reasonably require.
- 3.1. You will not be required to work outside the UK for more than one continuous month during your employment with the Company.

4. Term of Employment

- 4.1. Your employment under this Agreement commences on June 1, 2024 (the **Commencement Date**) for a period of one (1) year, renewable, subject to review.
- 4.2. Your employment is subject to a three-month probationary period. Your employment may be terminated by either you or us on one week's written notice at any time during or at the end of the probationary period. During the probationary period, your performance and suitability for continued employment will be monitored. The Company may, at its discretion, extend the probationary period for a further three months for the better assessment of your performance.

5. Salary

- 5.1. You will be paid a salary of £120,000 a year, subject to review as provided for below. Your salary will accrue daily and be payable by equal monthly instalments in arrears, normally on or about the 13th day of each calendar month. Payment will be made by credit transfer direct to your bank or building society account, details of which you must notify to us.
- 5.2. You may be entitled to time off in lieu of any additional hours worked to be taken at times agreed with your Line Manager. Overtime will not usually be paid for additional hours worked unless this is agreed in advance by the Company.
- 5.3. We will review your salary at the six month point of this contract for a merit salary increase based on successful delivery of mutually agreed objectives during the first eight months. This provision does not preclude you from receiving any cost-of-living salary increments applicable to all employees of the Company.
- 5.4. Your salary will be paid after making any necessary statutory deductions. You also authorize us to deduct any sums which you owe us or any Group Company (including any loss to the Company which results from your fraudulent conduct) at any time.
- 5.5. Any queries relating to salary payments should be raised with your Line Manager in the first instance.

6. Expenses

- 6.1. We will reimburse you for all reasonable expenses incurred by you in the proper performance of your duties, provided that you comply with the Company's rules from time to time in this respect and submit valid receipts and/or such other proof of payment as the Company may require.

7. Pensions

- 7.1. We will aim to enroll you in the LGPS (Local Government Pension Scheme). If this is not possible, the Company undertakes to provide matching contributions to a plan with a similar employer contribution level, to a maximum of 22.5%. If for any reason you are not enrolled in any pension schemes before the end of your employment with the Company, the Company will contribute an amount equivalent to the accumulated employer contributions for the period of 1 June 2024 to the last day of your employment into a pension scheme of your choosing.

8. Holiday

- 8.1. You are entitled to 30 days' (pro rata according to your start date of June 1, 2024) paid holiday per year in addition to public holidays in each holiday year, which runs from 1 April to 31 March and from this entitlement you will be required to take 3 days' holiday during the Christmas period (which will be notified to you each year). You must agree the dates of your holidays in advance with your Line Manager. If you intend to take five days' holiday or less, approval should be sought at least two weeks in advance. If you intend to take more than five days' holiday, approval should be sought at least four weeks in advance. You may not take more than ten consecutive working days as holiday at any one time unless agreed in writing in advance.
- 8.2. No holiday entitlement may be carried over from one holiday year to the next without

our prior approval unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost. For all other holiday carried over in accordance with this clause, any entitlement not used within three months of the returning to work will be lost.

- 8.3. On termination of your employment, you will be entitled to receive pay in lieu of any accrued untaken holiday entitlement for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the previous year. For the purposes of this calculation, your amount of payment in lieu will be 1/260th of your salary for each untaken day of the entitlement.
- 8.4. If you have taken holiday in excess of your accrued holiday entitlement, you will be required to repay any salary received in respect of such holiday and we will be entitled to deduct such salary from any amount due to you calculated on the basis set out in clause 8.3.
- 8.5. If we elect to pay you in lieu of notice, you will not accrue any holiday in respect of the notice period during which you would otherwise have worked.

9. Notification of sickness or other absence

- 9.1. If you are absent from work for any reason and your absence has not been previously authorized, you (or someone on your behalf) must provide notification by telephone as soon as possible on your first day of absence and on each subsequent day that the absence continues by 10am each day.
- 9.2. Any absence which is unauthorized in advance must be properly explained and in the case of an absence of uncertain duration, you must provide notification on a daily basis until you have provided the Company with a medical certificate.
- 9.3. If you are absent from work due to sickness or injury:
- 9.3.1. which continues for eight or more days (including weekends and holidays) you must provide us with a medical certificate signed by a qualified doctor on or before the eighth day of absence. Thereafter medical certificates must be provided to the Company to cover any continued absence;
- 9.3.2. which lasts for less than eight days (including weekends and holidays) on your return to work you must supply us with a completed self-certification form (which is available from us) stating the date of and the reason for your absence, including details of sickness on non-working days as this information is required by the Company for calculating sick pay entitlement.
- 9.4. Failure to adhere to any requirements under clause 9 will entitle us to treat the period of absence as unauthorized, for which we may take disciplinary action.

10. Sick pay

- 10.1. Provided you have complied with the requirements for notification set out in clause 9 and the Company's sickness policy (as amended from time to time), the Company may, at its sole discretion, pay you during your absence for up to one month in any twelve-month period, at your basic salary. Any such payment shall be inclusive of any Statutory Sick Pay (SSP) due. Your qualifying days for SSP purposes are Monday to Friday.
- 10.2. The Company may decide, in its absolute discretion, to pay you Company Sick Pay (which may be all or a reduced proportion of your basic salary) for such longer period as it may in its absolute discretion determine.

- 10.3. Provided you have complied with the requirements for notification set out in clause 9 and the Company's sickness policy (as amended from time to time), if you are absent from work for 4 continuous weeks or more owing to an underlying medical condition or disability the Company may, at its sole discretion, pay you on the basis set out below. Any such payment shall be inclusive of any SSP due, or any payment paid to you pursuant to clause 10.1. Your qualifying days for SSP purposes are Monday to Friday.

During first 6 months of employment	1 month full pay and 1 month half pay in any 12 month period
Between 6 months and 1 year	1 month full pay and 2 months half pay in any 12 month period
Between 1 year and 2 years	2 months full pay and 2 months half pay in any 12 month period
Between 2 years and 3 years	4 months full pay and 4 months half pay in any 12 month period
After 3 years' employment	6 month full pay and 6 month half pay in any 12 month period

- 10.4. If you have been on long term sick leave continuously for more than a year you will not qualify for sick pay from the Company again until you have returned to work and not take a further period of sick leave for a continuous period of 52 weeks. This does not affect any entitlement you may have to receive further SSP.
- 10.5. If your aggregate absence for any twelve (12) month period exceeds 120 working days, we may terminate this Agreement by giving the statutory minimum period of notice in writing.
- 10.6. If your sickness absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Company of that 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 us, co-operate in any related legal proceedings and refund to us that part of any damages or compensation recovered by you relating to the loss of earnings for the period of the 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 sickness absence.
- 11. Medical fitness and examinations**
- 11.1. It is a condition of your employment that the Company is satisfied as to your medical fitness to carry out duties.

- 11.2. The Company may at any time while you are absent from work because of sickness or injury require you to:
- 11.2.1. undergo a medical examination (at the Company's expense) with a medical practitioner nominated by the Company; and/or
 - 11.2.2. give written permission to the Company to have access to any medical or health report in its complete form on your physical or mental condition, prepared by the medical practitioner nominated by the Company.

12. Other paid leave

- 12.1. You may be eligible to take the following types of paid leave, subject to any statutory eligibility requirements or conditions and the Company's rules applicable to each type of leave in force from time to time;
- 12.1.1. statutory maternity leave;
 - 12.1.2. statutory paternity leave;
 - 12.1.3. statutory adoption leave;
 - 12.1.4. shared parental leave; and
 - 12.1.5. parental bereavement leave.
- 12.2. Further details of such leave and your pay during such leave are available from the Employee Handbook.
- 12.3. We may replace, amend or withdraw the Company's policy on any of the above types of leave at any time.

13. Benefits

- 13.1. You will be provided with housing at the Harlow Campus
- For the period June 1 – August 12, a suitable accommodation room at the Maltings
 - For the period August 12 – May 31, 2025, St. John's Cottage, St. John's House, Harlow, Essex, CM17 0AJ, or 44 or 46, Market Street, Harlow, Essex, CM17 0AQ.
- 13.2. You are entitled to reimbursement for moving expenses to a maximum of £1800 following provision of a staff settlement claim.

s. 40 (1)

14. Training

- 14.1. During your employment you are entitled to take part in various training courses which we may provide from time to time in-house. Specific details of what courses might be available can be found in the Employee Handbook.

15. Notice

- 15.1. After successful completion of the probationary period referred to in clause 4.1, you and the Company must give three months' written notice to terminate this Agreement.
- 15.2. On serving or receiving notice to terminate this Agreement or at any time during the period of such notice the Company may, at its discretion, pay to you your salary in lieu of the entirety or the remainder of the notice period. If the Company exercises its discretion under this clause, your employment will terminate accordingly and you will not be entitled to any benefits or payment in lieu of benefits in respect of your notice period nor to any additional payment in respect of holiday which would have accrued during your notice period.
- 15.3. If you terminate your employment without complying with the above notice provisions and without our consent to vary them, we may deduct from your final salary an amount to compensate us fully for any loss suffered by us as a result.

16. Summary termination

- 16.1. The Company may terminate your employment with immediate effect and without notice or payment in lieu of notice if you:
- 16.1.1. are guilty of any gross misconduct or any conduct tending to bring you or the Company or any Group Company into disrepute;
 - 16.1.2. commit a serious breach or, having been given due and proper warning, a repeated breach of any of your obligations under this Agreement or any Group Company rules or policies in place from time to time;
 - 16.1.3. are in the reasonable opinion of the Company incompetent in the performance of your duties;
 - 16.1.4. neglect, fail or refuse to carry out duties properly assigned to you under this Agreement;
 - 16.1.5. are convicted of any criminal offence (other than a minor road traffic offence for which a fine or non-custodial penalty is imposed);
 - 16.1.6. become of unsound mind or suffer from a mental disorder and:
 - (a) are admitted to hospital in pursuance of an application for treatment under the Mental Health Act 1983, or
 - (b) have an order made by a relevant court for detention or for the appointment of a receiver, *curator bonis* or other person to exercise powers with respect to your property or affairs.
 - 16.1.7. commit an act of fraud or dishonesty whether or not it relates to your employment; and/or
 - 16.1.8. cease to be eligible to work in the United Kingdom.
- 16.2. You acknowledge that the reasons for termination specified in clause 16.1 are substantial and sufficient to justify dismissal, and that it would be fair and reasonable for the Company to give notice of termination in the circumstances and in the manner provided for in that clause.
- 16.3. The rights of the Company under this clause are without prejudice to any other rights that the Company might have to terminate your employment or to accept a breach of this Agreement by you as having brought the Agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

17. Confidentiality

- 17.1. In addition, and without prejudice to your general obligation of confidentiality, you undertake that both during your employment and at all times after its termination (however this occurs), you will:
- 17.1.1. not directly or indirectly disclose or communicate to any person any Confidential Information (as defined below), except for the purpose of performing your duties or with the written consent of the Company;
 - 17.1.2. not use any Confidential Information for your own benefit or for the benefit of any third party or in a manner which could be detrimental to the Company; and
 - 17.1.3. do everything reasonably within your power to prevent the improper use, disclosure or communication of any Confidential Information.
- 17.2. For the purposes of this Agreement “**Confidential Information**” means:
- 17.2.1. any information of a confidential nature including, but not limited to,

information relating to the business, dealings, affairs, finances, accounts, strategies and methods of the Company or any Group Company, its or their clients or suppliers;

- 17.2.2. technical information and know-how relating to the processes and operations devised, owned or used by the Company or any Group Company including but not limited to existing or contemplated products, services, technology, unpublished inventions, designs, formulae, computer systems, computer programs, algorithms, research or developments of the Company or any Group Company;
 - 17.2.3. lists and contact details of customers, and details of contracts with customers and/or of their requirements;
 - 17.2.4. lists and contact details of suppliers, and details of contracts with suppliers;
 - 17.2.5. information relating to the dealings or affairs of any employee, officer, consultant, member or shareholder of the Company or any Group Company; and
 - 17.2.6. any document marked 'confidential' (or similar) or any information which you have been told is confidential or which you might reasonably expect the Company, or any Group Company would regard as confidential;
- 17.3. You hereby confirm that you will not make any comment whether written or orally to the media on behalf of the Company without prior written permission from a director of the Company. All enquiries relating to the Company as well as invitations to appear on radio or television should be referred to a Director. Failure to comply with the above may result in the Company taking disciplinary action against you which could result in your summary dismissal.
- 17.4. The provisions of clause 17.1 will not apply to any information which is in the public domain through no breach of obligation by you or which you are ordered to disclose by a court of competent jurisdiction and nothing in clause 17 will be construed as preventing you from making a 'protected disclosure' within the meaning of the Public Interest Disclosure Act 1998.
- 17.5. To protect the confidentiality of this information you agree not to make any copy, abstract, summary or précis of the whole or any part of any document, computer program and records belonging to the Company except when required to do so in the course of your employment, in which event the disk, program, copy abstract, summary or précis shall belong to the Company and shall likewise be delivered immediately upon termination of your employment or at any time upon our request.

18. Intellectual Property rights

18.1. For the purposes of this clause:

18.1.1. **"Intellectual Property"** means patents (including any supplementary protection certificates and similar rights that are based on or derive priority from the foregoing), copyright and related rights, right in designs, database rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights or other form of protection, in each case whether registered or unregistered and including all applications (or rights to apply) for such protection, any renewals, extensions, divisions, continuations and continuations in part, and all similar or equivalent rights or forms of protection which subsist now or may subsist in the future in any part of the world, together with all rights to take action for past infringements;

18.1.2. **"Invention"** means any product, process, improvement or other discovery or

invention which you develop, discover, conceive, invent or otherwise make, alone or jointly with any other person, during the period of your employment; and

- 18.1.3. **“Work”** means any literary or artistic work, including any document, record or other written work, any computer program or other software, any design, drawing, photograph, plan or model, and any database, process, formula, method, technique, know-how, data or material which you create, produce, collect or otherwise make, alone or jointly with any other person, in the course of the normal duties of your employment or duties specifically assigned to you, or otherwise during the period of your employment if the work relates to any aspect of the Company’s business or may be directly or indirectly used in connection it, or if it was made through the use of any of the Company’s assets.
- 18.2. If you conceive, develop, discover, invent or otherwise make any Invention either, alone or jointly with any other person, during the period of your employment, and whether in the course of the normal duties of your employment or duties specifically assigned to you or otherwise, and whether your duties are performed for the Company or any Group Company, you agree to notify the Company or, as applicable, the Group Company immediately. Subject to section 39 of the Patents Act 1977, any such Invention will belong to the Company or the Group Company, together with all Intellectual Property in respect of it.
- 18.3. If the Invention belongs to the Company or any Group Company, you must:
 - 18.3.1. keep it confidential unless or until a patent application for it is published;
 - 18.3.2. furnish any description, specification, source code or other information which the Company or any Group Company may require;
 - 18.3.3. at the request of the Company or any Group Company apply (or join in applying) for patent or other intellectual property protection for the Invention in any part of the world for the benefit of the Company or as it may direct, and execute any assignments, assents or other documents and deeds which the Company may require in order to obtain such protection; and
 - 18.3.4. execute any assignments, assents or other documents and deeds which the Company or any Group Company may require in order to obtain such protection.

- 18.4. You must disclose all Works to the Company immediately. Subject to clause 18.2, all copyright, registered and unregistered design right, database right and other Intellectual Property rights in respect of any Works throughout the world shall belong exclusively to the Company. For the purpose of the law of the United States you acknowledge that all Works are works for hire and that all US rights in the Works vest in the Company accordingly.
- 18.5. To the extent that you may be the legal owner of any Intellectual Property in respect of any such Work which belongs to the Company or any Group Company you hereby assign (where appropriate, by way of present assignment of future copyright) or (in any other case) agree to assign, all such rights throughout the world to the Company or the Group Company with full title guarantee, for the full term of such rights and any extensions or renewals, and in the meantime you will hold all such rights on trust for the Company or the Group Company.
- 18.6. You must immediately deliver up to the Company or the Group Company all material or media recording or containing any Works on request by the Company or the Group Company at any time during the period of your employment and on its termination.
- 18.7. You undertake to do everything that may be necessary or desirable to confirm and substantiate the Company's or the Group Company's ownership of the Works and the Intellectual Property and all other rights in the Works.
- 18.8. As between you and the Company or the Group Company, you hereby waive all moral rights, including the right to be identified as author, whether pursuant to the Copyright, Designs and Patents Act 1988 or otherwise throughout the world in respect of any Works which attract such rights. With regard to any third party, you agree to exercise such rights in accordance with the Company's or the Group Company's reasonable instructions and hereby irrevocably appoint the Company or the Group Company as your agent to exercise such rights on your behalf.
- 18.9. The obligations in this clause 18 shall survive termination of your employment, howsoever caused.

19. Search and Security

- 19.1. The Company retains its right to search an employee including but not limited to their bags, lockers and outer clothing if the Company considers that there are reasonable grounds to suspect that the employee may be in possession of the Company or other individual's property. Any employee who unreasonably withholds their consent to a search may face disciplinary proceedings.

20. Rights of Suspension and Garden Leave

- 20.1. If a complaint of breach of contract or misconduct is made against you, we may suspend you for as long as we consider appropriate and is reasonable, including to carry out a disciplinary investigation or hearing.
- 20.2. While the suspension continues, we will continue to pay you your basic salary.
- 20.3. During the suspension we will not be obliged to provide you with work and may require you to comply with certain conditions in relation to attending, or remaining away from, our offices.
- 20.4. The Company may also require you to remain away from work at any time after notice to terminate this agreement has been served or received by the Company (**Garden Leave**). During any period of Garden Leave:
- 20.4.1. we shall be under no obligation to provide any work to you and may revoke any powers you hold on the Company's behalf;
- 20.4.2. we may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including

your home) as we may decide;

- 20.4.3. you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- 20.4.4. you shall remain an employee of ours and bound by the terms of this Agreement (including any implied duties of good faith and fidelity);
- 20.4.5. you shall ensure that your Line Manager knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);
- 20.4.6. we may exclude you from the Company's premises; and
- 20.4.7. we may require you not to contact or deal with (or attempt to contact or deal with) any officers, employees, consultants, clients, customers, students, suppliers, agents, distributors, shareholders, advisers or other business contacts of the Company.

21. Business Equipment

- 21.1. The Company will provide you with the use of a laptop computer ('Business Equipment') and a mobile phone with international roaming as needed for your business use, which will remain the property of the Company at all times.
- 21.2. The Company will bear all reasonable costs associated with the use of the Business Equipment.
- 21.3. You shall take good care of all Business Equipment. On termination of your employment (howsoever caused) or at any other time upon request of the Company, you shall return the Business Equipment to the Company in good condition, together with all handbooks, cables and other related accessories.

22. Use of Company Property

- 22.1. The documents, records, manuals, computers, computer disks and software programs that are used in your work are our property and you must not remove them or any other Company or Group Company property from the office other than for the proper performance of your duties nor may you misuse any Company or Group Company property.
- 22.2. Upon the termination of your employment, and at any other time upon request, you must immediately return to us all Company or any Group Company property including all originals and copies of documents, books, writings, recordings and drawings, works, computers, computer disks or equipment, videotapes and any other Company or any Group Company property in your possession or control (whether prepared by you or another party) relating to our affairs, our associated companies, our customers or any third party with which we have had any dealings.

23. Personal Data

- 23.1. The Company collects various kinds of information about employees of the Company, and also produces further information about them and their employment in accordance with the privacy notice which is in the Employee Handbook.
- 23.2. Further details about the kinds of information which the Company collects or produces, the purposes for which it does so, and the uses that the Company makes of such information (including the transfer of such information to third parties), as well as the legal basis for doing so, and the rights of employees in relation to such information, are contained in the Company's Data Protection, a copy of which as at the date of this agreement is in the Employee Handbook. The Data Protection Policy does not form part of this Agreement, and the Company reserves the right to amend the Company's Data Protection Policy from time to time, as circumstances require, but will give you notice of any amendment.

- 23.3. The Company will process your personal information in accordance with the applicable Data Protection Legislation at the relevant time.
- 23.4. All employees are required to comply at all times with the requirements of the applicable Data Protection Legislation in relation to the personal information of other employees of the Company, as well as other individuals whose personal information is collected and processed by the Company. Further details of these requirements are also contained in the Company's Data Protection Policy.
- 23.5. If you have any questions about the Data Protection implications of your personal information, or your obligations in relation to the personal information of others, please contact HR.
- 23.6. Failure to comply with any of the policies detailed in this clause 24.6 or referred to in clause 1.6, may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

24. Change in Personal Circumstances

- 24.1. To enable the Company to maintain accurate records changes to your name, address, marital status and personal circumstances must be immediately notified to your Line Manager.

25. Collective agreements

- 25.1. There are no collective agreements in force affecting your employment.

26. Notices

- 26.1. Notice to either party must be in writing and will not be valid unless delivered by hand, or sent by recorded delivery to that party's address as it appears at the beginning of this Agreement, or to such other addresses (including email addresses) as the parties may inform each other from time to time.

27. Entire Agreement and variation

- 27.1. This Agreement contains the entire agreement and understanding between you and the Company and any Group Company as at the date of this Agreement and supersedes any previous contract of employment between you and the Company and any Group Company which is deemed to have been terminated by mutual consent as from the date of this Agreement.

We reserve the right to make reasonable alterations to the terms and conditions of your employment. Any such alterations will be by written notice to you and, where possible, after consultation with you. In the event of any disagreement regarding the reasonableness of the changes, we will engage in a fair dispute resolution process.

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