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# Individual Employment Contract

<b>A</b>	Specified terms
<b>B</b>	Standard terms
<b>C</b>	Schedules

# Part A: Specified Terms

This agreement is made under the common law and statutory employment protection legislation of the United Kingdom between the Employer and the Employee, and encompasses all parts listed on the title page. You are invited to seek independent advice before signing this agreement.

<b>Contract date</b>	19 September 2023
<b>Employer</b>	Crimson Education (Europe) Limited ('Crimson')
<b>Employee</b>	Sharmi Haque ('You')
<b>Position title</b>	EU Strategy Consultant
<b>Team / Department</b>	Service Delivery
<b>Reporting to</b>	EU Regional Team Leader, Melissa Morrison
<b>Role specification</b>	Refer Part C, Schedule 1
<b>Location</b>	Bedford or any other location deemed reasonable by Crimson. Work outside the office, at client sites and outside your local region may be required as part of your role.
<b>Commencement date</b>	25 September 2023
<b>Probationary period</b>	According to Clause 2
<b>Days / hours of work</b>	<p>Crimson's core business hours are Monday – Friday, 9am – 6pm.</p> <p>You are expected to work such hours as are necessary to effectively fulfil the duties and responsibilities of your position. Your ordinary hours of work will be 20 per week. Your work hours include half an hour (unpaid) for lunch.</p> <p>It is understood that additional work outside these hours or on weekends may be required from time to time to effectively fulfil the duties and responsibilities of your position, and that your salary is deemed to include compensation for any such additional hours.</p>
<b>Genuine working week</b>	5 days, Monday-Friday
<b>Remuneration</b>	<b>Total Fixed Remuneration</b> £17,200.00 GBP pro rata per annum. Your total remuneration consists of a base salary and excludes the employer contributions required under the National Insurance scheme. All amounts are stated as gross (before tax) per annum.
<b>Commission</b>	You will be eligible for 0.5% commission of the overall price of the deal if the client signs, as a result of your involvement as a Strategy Consultant in the consultation. The terms and conditions of which are included in the Company Commission Policy and are subject to change at the Company's discretion.
<b>Annual leave</b>	28 days per annum – this includes all statutory holidays. (based on what genuinely constitutes a working week for you)

<b>Sick leave</b>	Outlined in clause 10
<b>Notice period</b>	6 weeks
<b>Working rights</b>	<p>In signing this agreement, you confirm that you hold full working rights and/or hold a relevant visa for the country where this role will be carried out as specified in "Location".</p> <p>Should your rights lapse, or you do not hold relevant working rights at any time during this agreement, Crimson will terminate this agreement immediately</p>

Terms specified in Part A are subject to the further conditions outlined in Parts B and C.

## Acceptance

### Employer

Signed for and on behalf of  
Crimson Education (Europe) Limited  
(‘Crimson’)

*Melissa Morrison*

**Melissa Morrison**  
**EU Regional Team Leader**

Date 19 Sep 2023

### Employee

Signed by

*Sharui Haque*

**Sharmi Haque**

Date 19 Sep 2023

# Part B: Standard Terms

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Terms specified in Part B are modified by and should be read together with the clarifications and further terms outlined in Parts A and C.

## 1 Appointment

- (a) On the commencement date specified in Part A, Crimson will employ you in accordance with the terms set out in this agreement. For the purpose of service related benefits, the original start date specified in Part A will be used, if applicable.
- (b) Your division and service line, work location and the person you report to are specified in Part A. Crimson may change your duties or your position, transfer you to different premises within the region, transfer you to a different division or service line or change your reporting line in consultation with you.

## 2 Probationary Period

- (a) This Agreement is subject to a three-month probationary period, during which either party can terminate employment by giving to the other one week's notice.
- (b) You agree that these trial period terms were agreed prior to starting your employment with Crimson and that you have not previously been employed by Crimson.
- (c) The probationary period is for 90 days from your commencement date.
- (d) Before the expiry of the period Crimson may decide to extend the probation by a maximum of three months having regard to all the circumstances of your employment, including the nature of your duties, any performance-related concerns and any period of leave taken by you.

## 3 Responsibilities

- (a) A general description of your duties and responsibilities is set out in the position description, attached to and forming part of this agreement in Part C.
- (b) Crimson may assign additional duties to you from time to time, having regard to your areas of competence, workload and personal preferences, as well as the needs of Crimson. Crimson may also transfer you to another position for which you have appropriate qualifications and experience, at the same location and on terms and conditions no less favourable overall than those prescribed by this agreement, following consultation with you.

## 4 General Duties

- (a) You will carry out your duties conscientiously, diligently and honestly, in a professional, efficient and effective manner, to the best of your ability, and protecting and furthering the interests of Crimson at all times.
- (b) You will follow any reasonable direction Crimson gives you.

- (c) You will comply with Crimson's code of conduct and all other rules, policies, procedures and legal requirements. Crimson may amend or add to its codes, rules, policies and procedures from time to time.
- (d) Given you will have access to Crimson's commercially sensitive information, you will not undertake any other employment or provide services or participate in any way in any business activity that competes with Crimson or which may result in a conflict of interest, except with the prior written approval of Crimson.
- (e) You will not make any statements to the news media or make any representations on behalf of Crimson, unless and to the extent that such statements or representations are first approved and authorised by Crimson.
- (f) You will not use social media or other communications media in a way that damages or is likely to damage your reputation or the reputation of Crimson or any of its clients, connections or suppliers, or that presents you in an unprofessional way.
- (g) You are not permitted to accept gifts, gratuities or any inducements from any client or other person or entity other than Crimson, other than those of nominal value, without Crimson's approval. If you are in any doubt, please check with your manager or People and Performance

## 5 Hours of Work

- (a) Hours of work are specified in Part A.

## 6 Remuneration and Expenses

- (a) Crimson will pay you an annual salary and provide such benefits, if any, as specified in Part A of this agreement.
- (b) The remuneration (as specified in Table A) will be payable monthly in arrears on or about the last day of each month directly into your bank account or building society.
- (c) Crimson will review your remuneration annually. This review will not necessarily result in a change to your salary or benefits.
- (d) Crimson may make a pro-rata deduction from your salary for any period of default by you under this agreement.
- (e) Your remuneration described in Part A is inclusive of any compulsory employer contributions Crimson is required to pay under the National Insurance Scheme.
- (f) Authorised expenses properly incurred by you during the course of your work under this agreement will be reimbursed in accordance with Crimson's policies and procedures.

## 7 Deductions

- (a) During employment or upon termination of your employment for any reason, you agree that Crimson may deduct from your pay (including holiday pay) any overpayments, payment for any leave taken in advance of your entitlement, outstanding debts or moneys owed by you to Crimson, the value of any unreturned property, or a sum equivalent to the remaining notice period, if you fail to give the correct notice under this agreement.

## 8 Annual Holidays

- (a) You are entitled to annual holidays as specified in Part A. Crimson's holiday year runs between 1 January and 31 December. If this Agreement commences or terminates part way through a holiday year, your entitlement during that holiday year will be calculated on a pro-rata basis.
- (b) Annual holidays will be taken at a time or times to be agreed with Crimson taking account of the needs of the business as well as your personal preferences. Where agreement cannot be reached, Crimson will provide a minimum of 14 days' notice of when you will take your annual holidays.
- (c) You will not have entitlement to any payment in lieu of accrued but untaken holiday except on termination of this Agreement. The amount of such payment in lieu will be 1/206<sup>th</sup> of your salary for each untaken day of the entitlement. If on termination of this Agreement you have taken more holiday than your accrued holiday entitlement, Crimson will be entitled to deduct the excess holiday pay from any payments due to you calculated at 1/260<sup>th</sup> of your salary for each excess day.
- (d) If either party has served notice to terminate the Appointment, Crimson may require you to take any accrued but unused holiday entitlement during the notice period or any period of Garden Leave.

## 9 Public Holidays

- (a) You are entitled to the paid public holidays specified by law if they fall on a day on which you normally work.
- (b) You shall not work on a public holiday, unless specifically requested to do so by your manager.

## 10 Sick Leave

- (a) If you are absent from work due to incapacity, Crimson will pay you:
  - i. Statutory Sick Pay (SSP) provided that you satisfy the relevant requirements; and
  - ii. Company sick pay in accordance with the provisions of clause 10(b), provided that you comply with any procedures regarding sick leave.

The qualifying days for SSP purposes are Monday to Friday.

- (b) You are entitled to receive the following payments for periods of absence due to incapacity, whether continuous or intermittent, during any consecutive 12-month period:
  - i. full salary (inclusive of any SSP due) for the first 4 weeks of any such absence; and
  - ii. thereafter any further payment of sick pay (other than SSP) is at the absolute discretion of Crimson.

## 11 Discretionary Leave

- (a) Crimson recognises that there may be occasions when you need to take time off from work for personal reasons not covered by other leave provisions under this agreement. In such cases you may take the necessary time off if approved by your manager and such approval will not be unreasonably withheld but you

must give as much notice as possible. Time taken will be unpaid or be made up at another time as agreed between you and your manager at the time your discretionary leave is approved.

## 12 Notice and Termination

- (a) You can end your employment at any time by giving no less than the amount of written notice specified in Part A, unless a different notice period is agreed in writing with Crimson.
- (b) Crimson can end your employment at any time for:
  - i. medical reasons;
  - ii. misconduct, poor performance or breach of this agreement.
- (c) Crimson can end your employment without notice for:
  - i. Serious misconduct or a serious breach of this agreement;
  - ii. Any act or omission which endangers the health and safety of any person, including you;
  - iii. Not declaring a conflict of interest;
  - iv. Insolvency or adjudged bankrupt;
  - v. Ceasing to be eligible to work in the United Kingdom;
  - vi. Conviction of a criminal offence.
- (d) Crimson may discharge its notice obligation by paying salary in lieu of all or part of the notice period. This will not constitute a summary dismissal.
- (e) Crimson does not have to give you work during a period of notice. Crimson can direct you not to attend its premises during that period.
- (f) Crimson may withhold salary from your final pay in an amount commensurate with any period by which notice given by you falls short of the period required by this agreement or agreed otherwise.
- (g) Termination by Crimson of this agreement shall be without prejudice to any claim, which Crimson may have for damages arising from your serious misconduct or breach of this agreement.

## 13 Medical Reasons

- (a) Crimson can end your employment at any time if you are unable, due to medical reasons, to perform your duties to a satisfactory standard. In making its decision, Crimson will take into account the nature of the incapacity and the prospects and timeframe for recovery; the length of time it is reasonable to keep your position open and anything else you ask Crimson to consider.
- (b) You agree that on Crimson's request, you will be examined by a doctor nominated by Crimson, at Crimson's cost. The doctor may report directly to Crimson. If the doctor reports to you, you agree to promptly provide Crimson a copy of the report.
- (c) If you refuse to attend a medical examination or assessment, Crimson reserves the right to make a decision regarding your fitness to perform your duties on the information it has available.

#### 14 Abandonment

- (a) Your employment will be considered as having been ended by you if you fail to report for work for three consecutive business days without obtaining the consent of or notifying Crimson or without a reasonable explanation for the absence or the lack of consent or notice for your absence.

#### 15 Return of Crimson property

- (a) When your employment ends, or at Crimson's request, you agree to immediately return all Crimson property and information in your possession or control. You must not keep any copies of Crimson information or software.

#### 16 Restraint of Trade following Termination of Employment

- (a) You recognise that you may, during the course of your employment, have access to Crimson's confidential information and may have influence over Crimson's employees and clients.
- (b) You agree that for a period of three/six/nine/twelve/eighteen months from the date of termination of this agreement for any reason whatsoever, either on your own account or for any other person or entity directly or indirectly you will not:
  - i. Carry on or be connected, employed, engaged, interested, in any business which competes or may compete with the business of Crimson, without the express written permission of Crimson.
  - ii. Solicit, interfere with or endeavour to entice away from Crimson the custom of any person, firm or company with whom you had dealings and who at the date of termination of your employment or who was a customer or client of or in the habit of dealing with Crimson.
  - iii. Attempt to encourage or persuade any of Crimsons customers or suppliers to terminate or restrict their trade relations with Crimson.
  - iv. Solicit the services of or endeavour to entice away from Crimson any employee or contractor or encourage them to terminate their employment relationship or contract with Crimson.
  - v. Procure or assist anyone else to do any of the above.

#### 17 Garden Leave

- (a) Following service of notice to terminate this Agreement by either party, Crimson may by written notice place you on Garden Leave for the whole or part of the remainder of your notice period.
- (b) Whilst on Garden Leave you will:
  - i. be paid and remain an employee of Crimson (and remain bound by obligations of fidelity, trust, and confidentiality etc.);
  - ii. not be required to undertake any work for Crimson or any other company related to Crimson or contact any of Crimson's or other Crimson Company's customers, clients or suppliers, except with Crimson's consent; and
  - iii. not compete or undertake any work for any other organisation including promotional work, whether paid or unpaid, except with Crimson's consent.



## 18 Health and Safety

- (a) Crimson is committed to and requires your commitment to a high standard of health and safety in the workplace for employees and for visitors to Crimson offices.
- (b) You agree to maintain your awareness of and compliance with health and safety policies, procedures, rules, requirements and instructions. Any disregard of this requirement may result in disciplinary action.
- (c) You agree to report immediately and effectively any condition or practice that may pose a hazard to safety or is otherwise adversely affecting you, while taking action to protect others from the potential hazard until Crimson is advised.
- (d) You must report any accident or injury as soon as practicable.
- (e) Any health and safety suggestions from you will receive Crimson's careful consideration.

## 19 Confidentiality

- (a) During your employment with Crimson and following its termination for any reason whatsoever, you agree not to disclose any confidential information except where required by law or where Crimson consent in writing to the disclosure.
- (b) Confidential information includes (but is not restricted to) all information relating to the business, people and clients of Crimson and existing and proposed products and services. Such information includes, without limitation, trade secrets and know-how, technological information and processes, customer and supplier lists and information, distribution and licensing agreements, financial information, business strategies and opportunities, administrative and operational processes, intellectual property, information that if disclosed might cause harm to Crimson, private and personal information and any other information regarded by Crimson as confidential.

## 20 Intellectual Property

- (a) All inventions, patent rights, trademarks, copyright or other processes, products or services developed or created by you arising from and developed in connection with the activities of Crimson shall be the sole property of Crimson. This includes intellectual property discovered, produced or conceived while working for Crimson, after you have finished working for Crimson if it is based on something you worked on or became aware of while working for Crimson, or by using Crimson confidential information.
- (b) You agree to give Crimson any assistance and information required to allow Crimson to take any steps to protect or enforce our intellectual property.

## 21 Security Monitoring

- (a) From time to time Crimson may need to install surveillance equipment for security purposes. In the course of such surveillance, Crimson may collect personal information about you in accordance with the relevant privacy laws (and any subsequent amendments). Crimson will not retain any such personal information except for the purposes of security or any disciplinary issue that may arise. You agree to the collection of information in this way.

## 22 Data Protection

- (a) You consent to Crimson or any other Crimson company the processing of data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you, including, as appropriate:
  - i. Information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work;
  - ii. Your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
  - iii. Information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties; and
  - iv. Information relating to your references, bank details, performance appraisals, holiday and sickness records, salary reviews and remuneration details.
- (b) Crimson may make such information available to any Crimson company in existence from time to time, those who provide products or services to any Crimson company (such as advisers and payroll administrators), regulatory authorities (including HMRC), advisers, parties providing products and/or services to Crimson or any Crimson company (including without limitation IT systems, pension benefits and payroll administrators), potential or future employers, governmental or quasi-governmental organisations and potential purchasers of Crimson or any Crimson company or the business in which Crimson works.
- (c) You consent to the transfer of such information to any Crimson company and any Crimson Company's business contacts outside the UK (including outside the European Economic Area) in order to further Crimson's business interests even where the country or territory in question does not maintain adequate data protection standards.

## 23 Medical Assessment

- (a) You agree that Crimson may require you to undergo a medical assessment or examination by a registered medical practitioner nominated by Crimson:
  - i. For the purpose of assessing whether you are fit to resume work, following a period of absence from work due to a condition, illness, or injury;
  - ii. In the course of assessing whether you are capable of performing your duties in terms of this agreement;
  - iii. If Crimson considers that your physical and/or mental health may be affecting your ability to perform your duties under this agreement safely and effectively.
- (b) You agree that the results of any such medical examination or assessment shall be copied to Crimson.
- (c) Crimson shall meet the costs of the requested medical examination or assessment.

## 24 Work permit

- (a) Where you require a work permit under the provisions of United Kingdom Immigration laws you must:
  - i. Provide us with evidence that you hold a valid United Kingdom work permit before you begin work for us.
  - ii. Continue to maintain a valid work permit while working for us.
  - iii. Immediately notify us if your work permit is revoked or expires.
- (b) If this condition is not met, Crimson may end your employment without notice.

## 25 Resolution of Employment Relationship Problems

- (a) If you have an employment relationship problem, you should advise Crimson as soon as practicable. Crimson will attempt to resolve the problem through discussion with you in the first instance.
- (b) If the problem cannot be resolved directly, then either party may refer the problem to Mediation Services. Where the problem cannot be resolved through mediation, the Employment Court may be asked to determine the problem.
- (c) If the problem is in the nature of a personal grievance, then you must raise the grievance with Crimson within a reasonable timeframe of the incident occurring or the grievance rising.

## 26 Entirety, Variation, Severability, Force Majeure, England and Wales Law

- (a) This agreement shall supersede all previous agreements, representations and understandings, whether express or implied, oral or in writing, between you and Crimson. The terms of this agreement shall prevail in the event of any conflict with any other document, instruction or arrangement.
- (b) The parties may agree at any time to amend any or all of the provisions of this agreement. Any such amendments shall be recorded in writing and signed by the parties and attached to this agreement, or at the discretion of Crimson, included in a replacement agreement.
- (c) If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.
- (d) Neither party will be liable for any delay in performing or failure to perform its obligations under this agreement if such delay or failure is caused by circumstances beyond the reasonable control of the party and for which it is not responsible.
- (e) The laws of England and Wales governs this agreement.
- (f) You acknowledge that you were given a reasonable opportunity to seek independent advice before entering into this agreement.
- (g) You have read and understood this agreement and accept it fully.

# Part C: Schedule 1

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Terms specified in Part C are modified by and should be read together with the clarifications and further terms outlined in Parts A and B.

## **Our Vision**

Building the World's Leaders of Tomorrow.

## **Our Mission**

Creating the Education system for the 22<sup>nd</sup> Century.

## **EU Strategy Consultant**

### **What this role is responsible for**

Strategy Consultants help bridge gaps between present and future goals of students by personalising blueprints that will become the basis of all academic, extracurricular and personal development.

Primary client-facing responsibilities of the EU University Strategy Consultant include the following: driving progress through long-term roadmaps, offering a perspective into higher education options offered by EU Universities, and mentoring through the candidacy building and application processes.

Regarding application work, Strategy Consultants assist in the development of students' narratives, including the thematic direction of application essays, essay consultation (brainstorms, revisions) and interview preparation. With each case that one oversees in this role, a Strategy Consultant is entrusted with the highest level of autonomy and accountability.

The EU University Admissions Strategy Consultant would report to the EU Team Leader and work alongside other Strategy Consultants who assist with admissions consulting across the EU region.

We are currently looking for those with specialisms in: Social sciences; Economics/Business; Engineering/tech; or Architecture.

### **What success looks like**

#### **Client Service**

- + Provide overarching admissions strategies to students by creating individualized roadmaps and constantly evaluating progress to achieve a student's primary goals

- + Collaborate with the rest of the students' Crimson team (Account Managers, Academic Tutors, Application Consultants, ECL Mentors) to execute on the student's roadmap
- + Maintain expert knowledge of high school curricula, extracurricular and leadership choices, summer program applications, and standardized test planning to make recommendations regarding admissions strategies
- + Utilize in-depth knowledge of institutions of higher learning to guide students and parents towards attainable school goals, working with them to create lists of best fit schools of varied competition to maximize acceptance chances
- + Conduct formal consulting sessions with students on a regular basis, chronicling and sharing with relevant stakeholders notes and action items via the Crimson App platform
- + Maintain reasonable levels of communication with students and families outside of formal sessions through various channels (e.g., Crimson App Messenger, email, etc.)

### **Sales and Marketing**

- + Facilitate or lead development and presentation of marketing materials for seminars or expositions in local markets
- + Collaborate with local Sales teams in Initial Consultations to facilitate potential client investment and understanding in Crimson's products and services

### **Product and Resource Development**

- + Produce and acquire buy-in from the Strategy Consulting team on (1) internal resources and (2) client-facing materials to provide the highest standard of quality service worldwide and to engage earnestly in a culture of continuous professional development

### **How you'll know you're crushing it:**

- + Supporting a high number of students through the application process
- + Meeting with students at regular intervals as noted in standard operating procedures
- + Achieving the number of students as agreed between Crimson and yourself, that receive admissions, offers in reach, target and safety designations
- + High Student Satisfaction scores

## **Our Values**





# Signature Certificate

Reference number: 5HFTA-SABN2-FWAVS-X7GFB

## Signer

## Timestamp

## Signature

### Melissa Morrison

Email: m.morrison@crimsoneducation.org

Sent: 19 Sep 2023 02:39:18 UTC  
Viewed: 19 Sep 2023 06:55:09 UTC  
Signed: 19 Sep 2023 06:57:00 UTC



### Recipient Verification:

✓ Email verified 19 Sep 2023 06:55:09 UTC

IP address: 62.240.25.162  
Location: Belgrade, Serbia

### Sharui Haque

Email: shaque89@icloud.com

Sent: 19 Sep 2023 02:39:18 UTC  
Viewed: 19 Sep 2023 07:43:39 UTC  
Signed: 19 Sep 2023 07:44:53 UTC



### Recipient Verification:

✓ Email verified 19 Sep 2023 07:43:39 UTC

IP address: 80.115.247.248  
Location: Maastricht, Netherlands

Document completed by all parties on:

19 Sep 2023 07:44:53 UTC

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