INDUSTRIAL TRIBUNAL

DECISION NUMBER 3050

Case Number 3457/GV

In the Employment issue

between

Le Jean Coetzee (I.D:0133987A)

and

Culross Global Investment Management Limited (C 49005)

regarding an alleged unfair dismissal

Chairman: Dr. Geoffrey Vella B.A. LL.D

Today Tuesday 21st January 2025

Introduction

The complaint of this case was referred to this Tribunal, as diversely presided, by means of an application and Declaration of the Case filed in the Superior Registry of the Court by Dr. Lara Chetcuti of DF Advocates for the claimant, Le Jean Coetzee, on the 14th of April 2016. The claimant is hereby alleging that he was unfairly dismissed from his employment by the respondent company, Culross Global Investment Management Limited (C49005).

Therefore, the claimant requested the Industrial Tribunal to declare that his termination from his employment was made before the period specified in the employment contract; to declare that his termination was without sufficient cause; to liquidate that sum due by the respondent company in view of his termination before the period specified in the employment contract in terms of article 36 (11) of Chapter 452 of the Laws of Malta.

On the other hand, the respondent company filed a statement of Case through its legal representative, Dr. Andrew Borg Cardona, whereby the respondent company submitted that the claimant was dismissed summarily for good and sufficient cause at law, after being found responsible for gross misconduct. The respondent company also submitted that the claimant was given a fair hearing on the matter, whereby his gross misconduct in the way he carried out his duties exacerbated by the facts that he had sought to obscure the facts of this case.

The respondent company submitted that the claimant, who occupied the position of Head of Operations acted in a grossly negligent manner in passing payment for three invoices. These invoices were sent by email between the 22nd of December 2015 and the 12th of January 2016. These emails sent in the aforementioned dates, which were purporting to be from Nigel G. Blanshard, a director of the respondent company,

requested payment for the said three invoices in the amount of $670,000. These emails were manifestly suspicious, and the claimant had to seek the validation of the said invoices and take the appropriate and reasonable measures before processing such payments. This had to be done to safeguard against fraud, stated the respondent company.

Moreover, in the said statement of facts it was submitted that the fraud was discovered fortuitously during a conversation between the claimant and Mr. Nigel G. Blanchard. This led to the cancellation of the payment that had to be made. However, the respondent company had already issued payments in the amount of $520,000, through the claimant's gross negligence.

The claimant was given the opportunity during a meeting held on the 13th of January 2016 to give his version of the events. The claimant also gave a full summary of the salient points, and these points were given to him, which the claimant accepted and without making any changes thereto.

These points were reviewed by another Director, Tom Wright, who took into consideration the gravity of the situation and the negligence of the claimant, since he failed to disclose all material circumstances at the appropriate time to his colleagues. Furthermore, the claimant was invited to a further meeting in order to hear any further submissions that he wished to submit.

In its Statement of Facts, the respondent company declared that two meetings were scheduled, one was cancelled by the claimant, that scheduled for the 17th January 2016 and hence another meeting was held on the 18th January 2016. During this meeting the claimant kept with his original version of events and did not add anything of material substance to his version. The claimant was invited to consider his position. The claimant stuck with his position and therefore his employment was terminated on the 28th January 2016 on the basis of gross misconduct and gross negligence[1].

Summary of the Facts

The claimant was employed with the respondent company by a definite contract from the 3rd of November 2015 till the the 3rd of November 2016, as Head of Operations, on full-time basis. The employment contract was exhibited with the application of the claimant and marked as Dok. 'LCJ1'.

The claimant had a request from a third party, who projected himself as the Fund Manager of the respondent company, Nigel G. Blanchard through emails (Dok. 'LCJ2') requesting payment in the amount of one hundred and fifty American Dollars ($150,000), three hundred and seventy thousand American Dollars ($370,000). These transfers were made on the 23rd of December 2015 and the 6th of January 2016. These payments are also exhibited with the application together with the bank statements and marked as Dok. 'LJC 3' and Dok. 'LCJ 4'.

[1] Vide Statement of Facts of Respondent Company, filed on the 18th of October 2016.

The claimant emphasised that he followed the normal procedure that is followed when such instances arise, i.e. when a transfer is requested. The procedure consists of the issuing of invoices like the two invoices issued in this scenario, one on the 22nd of December 2015, and the other invoice on the 5th of January 2016. Subsequently, the concerned department would make the necessary arrangements to complete the transfer. The invoices are also exhibited and marked Dok. 'LJC 5' and Dok. 'LJC 6'.

It transpired that the emails were not effectively sent from Nigel G. Blanshard but were sent from an unknown third party who maliciously acted as Nigel G. Blanshard. This action by the unknown third party was done with the intention to attempt to acquire the company's money fraudulently, and the company fell victim of a phishing email scam.

The claimant received a letter dated 28th of January 2016, without any pre-notice whereby he was informed that his employment was being terminated with immediate effect. The reason given by the company to the claimant was that he was being terminated on basis of gross misconduct with reference to clause 14 of the employment contract for what happened between December 2015 and January 2016.

Considerations of the Industrial Tribunal

The Tribunal notes that this employment issue had been decided by the Tribunal as diversely presided on the 25th of May 2018 and an appeal was launched by the respondent company and decided on the 30th of July 2019 by the Honourable Court of Appeal (Inferior Jursdiction). In its decision the Honourable Court of Appeal stated that: -

For these reasons the Court upholds by the appellant's second complaint and revokes the decision of the Industrial Tribunal delivered 25th May 2018.

The Registrar is to forward the relative file back to the Industrial Tribunal in order to consider and decide on all evidence produced by both parties and ultimately decide whether under circumstances the employer had a good and sufficient cause to dimiss the plaintiff.

Henceforth, this Tribunal shall adhere to what the Honourable Court of Appeal had ordered in the above cited decision. The Tribunal notes that this employment could not be decided within the one-month period as stipulated by law due to various reasons, such as the COVID-19 Directives issued by the Health Authorities and due to adjournments requested by the parties.

The parties were assisted by their respective legal representatives, whereby the claimant, Le Jean Coetzee was represented by Dr. Lara Chetcuti, Dr. Joanna Mifsud, Dr. Jurgen Dingli, Dr. Paula Briffa, Dr. Marlon Borg and Dr. Ryan Falzon of DF Advocates, who represented the claimant throughout the hearings of this employment dispute. The respondent company was represented by Dr. Andrew Borg Cardona.

This employment dispute concerns the claim of unfair dismissal of an employee, Le Jean Coetzee, the claimant, by the respondent company, Culross Global Investment Management Limited. The respondent company argued that the claimant had acted with

gross misconduct when the said claimant had transferred the amount of $520,000 to an unknown third party who purported to be the director, Nigel G. Blanchard, of the respondent company. These payments were made in two separate days, the first payment in the amount of $150,000 on the 23rd of December 2015 and the second payment on the 6th of January 2016, in the amount of $370,000, which in total amounts to $520,000.

The Tribunal examined all relative evidence, all depositions made by the witnesses and all documentary evidence presented in this employment issue. The Tribunal notes that such occurrences are not uncommon in today's world since many companies are adopting many digital technologies to conduct their everyday business. These phishing emails, as happened in this employment dispute, are very common, and many companies fell victims to such scams. In these instances, these companies must be prepared for such circumstances whereby they might end up as victims of fraud, as it happened in this employment dispute. These instances are occurring with a normal pace where such transactions occur frequently, and companies are targeted by such scams.

In this dispute the claimant Mr. Coetzee, received an email and the sender, an unknown person, who was disguised as Nigel G. Blanchard, the director, demanded the payment of the sums above cited. On the other hand, the respondent company argues that the claimant through his gross misconduct the respondent company fell victim through his negligent actions, because he did not operate the proper procedures. Furthermore, to make matters worse, the claimant tried to hide his misdemeanour.

From the timeline of events, which was presented during the hearings, it transpires that the claimant, upon receiving the email demanding the payment of €150,000, on the 22nd of December 2015, which email was sent from "*Nigel G. Blanchard*", from the email address, *personal@privatemaiil.com*, the claimant knew that Nigel G. Blanchard was on holiday in France and that Blanchard informed them that he will not log on the Citrix but he will utilise his private email.

The unknown sender disguised as Mr. Blanchard demanded payment to be made on that same day (22nd December 2015), and the claimant replied that this could be made but asked for an explanation about what type of expense this was. In the meantime, the claimant made a search on the internet for the company that was requesting the payment, and no information was found about this company, it's name did not result in the search. The reply from the unknown sender was that this expense was for a new project and that this was not the full invoice. The claimant informed Hawa Isshak at Maitland to instruct the payment as requested.

The following day (23rd December 2015) the payment instruction was confirmed from Maitland, and the unknown sender was informed about the authorisation of payment. Subsequently the unknown sender disguised as Nigel G. Blanchard informed the claimant that he would instruct more trades before the month (December) ends.

On the 24th of December 2015, the claimant received another email from the unknown sender whereby he was informed that the Bank of Korea did not recognise the originator

of that payment. Therefore, the Bank of Korea requested confirmation that the payment was being made from the respondent company's account. The claimant sent a fax to the Bank of Korea, as requested by the sender, with the authorisation from HSBC. The claimant adhered to all these requests and sent a confirmation to the unknown sender, who was disguised as Nigel G. Blanchard and confirmed that the transaction was made from the respondent's company account.

Subsequently, the claimant received other emails from the sender disguised as Nigel G. Blanchard who asked if he was in the office. Since in two instances, that is on the 29th of December 2015 and 4th January 2016, the claimant was out of office these emails were unanswered. However, on the 5th of January 2016 the same sender sent another email and this time the claimant answered the said email since he was in office. The sender requested another payment of $370,000 and shortly after the claimant instructed Hawa Isshak to make the payment. The sender, furthermore, asked for confirmation of such payment.

There was an email from Bradley Castle, the accountant from Maitland whether the claimant can confirm the bank details and if the payments should be split and paid form Global, Arb and H accounts. The claimant replied that payments had to be made only form Global account. Bradley Castle informed the claimant, via email, that he would send confirmation of payment the next morning. The claimant informed the sender, disguised as Mr. Blanchard, that he would receive confirmation of payment the next morning.

The next morning, 6th of January 2016, the claimant received an email whereby he was asked if he could confirm if the payment was made. The claimant sent an email to Bradley Castle to confirm payment and afterwards Bardley Castle sent the proof of authorisation from HSBC to the claimant. Furthermore, the claimant sent the proof of payment to the sender who replied instantly demanding the claimant to inform him when the money goes off the account. On the 7th of January 2016 another email was sent from the sender (fake email) to enquire if he the claimant was in office and the claimant replied by confirming that the money had left the account.

On the 11th of January 2016 another email was sent to the claimant form the sender who asked if he was in office and that trades will be coming soon and to let him know once these were processed. On the 12th of January 2016 the claimant received another email whereby he was once again asked if he was in office and subsequently another invoice of $150,000 was sent demanding payment of such amount. As done in the previous transactions, the claimant sent the invoice to Bradley Castle for payment. Like the other instances, Bradley Castle sent the instruction to the claimant informing him that payment would be made the next day, and again the claimant informed the unknown sender.

It was shortly after sending this email that the claimant informed Charlene Carabott that Nigel G. Blanchard was still in France and that he was sending emails from his personal email. Charlene Carabott replied that to her knowledge Nigel B. Blanchard was sending

her emails from his Culross account. From there onwards the fraud was discovered when the claimant called Nigel G Blanchard to inquire about the invoices and the payments sent.

The Tribunal also analysed the evidence produced in this dispute whereby the salient witnesses were the claimant himself and the respondent company's officials, especially Nigel G. Blanchard. Mr. Blanchard in his testimony recounted the process how the company recruited the claimant from Holland and that he had a considerable expertise in the performance measurement analysis and operational activities. The Claimant was hired as Head of Operations to be responsible for such activities and to report to Hitesh Barkda, the COO and the CEO of the London branch.

Mr. Blanchard explained the instances of the process when such operations are done and stated that when an investment transaction is done a purchaser or sale of fund is entered into the inhouse system as a proposed transaction as proof. This is checked and approved by other officials of the company, such as Hitesh Barkda. With regards to invoices the witness said that a distinction must be made between internal invoices and those to third parties. The internal invoice was an internal payment or invoice that would transfer from one sub fund structure to another, that is from an account controlled by the company for investment to another account with the same purpose[2].

The third-party payments were a rarity and once in blue moon. The witness said that the company did not involve third parties in their business, since the company did not hire consultants, hence no payments were made. In the eventuality of such payments these were dealt with by Hitesh Barkda and Dominic Chapman, the Chief Financial Officer (CFO). NO one had the authority to pay such bills, said the witness not even himself.

The witness continued to testify by stating that to get approval of payments one must check with all colleagues, to get confirmation and proceed with clear instructions from these colleagues, and the witness was not included with such instructions.

The witness said that they were all available, hence on duty since the financial market work around the clock 24 hour. Anyone could be reached, the witness stated that he had two telephones, and could be reached at any time, day or night. There were means of communication, even by email pointed out the witness.

With regards to the incident which lead to this dispute, the witness stated that he received scrambled payments and could not comprehend since these payments did not correspond with anything. The witness called the claimant about these payments to inquire about these payments. The witness recounted how the claimant told him about the payment of December and from thereon "*we began a very surreal conversation*[3]".

The witness described how he instructed the claimant to stop payment immediately, especially when the claimant informed him that he had instructed HSBC Bank to make the payment. The witness stated that it was the payment of that day that was stopped,

[2] Session of the 14th September 2021, testimony of Nigel B. Blanchard, page 4 of the transcript.
[3] Ibid, page 8 of the transcript.

however other three payments were successfully paid. The amount paid through these fake emails was $520,000. The amount is huge explained the witness and this information about the payment was not shared with the company's officials.

The witness also mentioned in his testimony the timeline of events that the claimant had the opportunity to reiterate all the facts of this incident from the beginning. This was done between the claimant and Ms. Charlene Carabott. The witness confirmed that the claimant did not sign this timeline of events of this incident.

The witness mentioned the fact that the claimant had contacted a friend of his to try to help him solve the problem. Moreover, these emails were deleted from the company's system by the claimant sustained the witness. The witness stated that they recovered these deleted emails. The witness also said that in one of these emails Brandon, the person to whom the claimant sent the emails, tells the claimant not to make the payment because it seemed wrong, since it was not the email of the respondent company.

The witness in his deposition stated that the company gave the opportunity to the claimant to submit his facts of events and remained for a further two weeks after the incident attending the offices of the company. The witness said that they did not know if the claimant was a member of a gang who committed the fraud or victim of the same gang. The witness stated that the claimant was kept for these two weeks, although he was asked to do anything, but in case he had something to say or to answer any questions about the matter. The claimant in these two weeks asked for a settlement and the witness said that they tried to resolve the issue.

The witness in his testimony recounted that they had lost trust in the claimant and moreover on the 27th of January 2016 they discovered the emails to Brandon, the claimant's friend. This accentuated the matter because the claimant did not disclose this information to the company. To the contrary the claimant attempted to conceal all this form the company. The witness emphasised that this incident of these payments was a direct hit, in terms of balance sheet, to the respondent company, it was a loss to the company[4].

The witness also confirmed that these payments were recovered, after two years, through a claim made to their insurance company. The witness stated that they recovered 85% of the money that was paid through this fraudulent scheme. The witness pointed out that they did not try to recover the difference form the claimant since he had no money to pay such amount and moreover that the claimant always insisted that he did not make part of any gang or other organisation. The witness confirmed that the money was traced in Korea.

The witness said that they sent a person, a Korean national to Korea, they paid the flights and accommodation, to delve into the matter. Interpol were informed and the London Metropolitan Police, but the response was that "*It's not our problem*"[5].

[4] Ibid, page 14 of the transcript.
[5] Session of the 14th of September 2021, testimony of Nigel B. Blanchard, page 15 of the transcript.

The witness pointed out that that they learnt that the Korean bank had paid in cash the money and the person who encased the money flew to an African country. The witness was not sure if the Maltese Police were informed but the MFSA was informed about the matter.

The claimant under cross examination stated that he had completed the MFSA questionnaire regarding the fact that he was Head of Operations, and that his role requested to be transparent and honest. The claimant did not recall that he had received, like all employees of the company, an internal warning notice about cybercrime. This email was sent form Alex Goshling on the 28th of October 2015[6].

The claimant also was not sure about the date when he received the email demanding the payment from the sender purporting to be Mr. Blanchard. The claimant did not recall also that he had been in contact with Mr. Hitesh Barkda about the various payments. The claimant confirmed that when he received the first email for payment on the personal@privatemail.com he sent the instruction to Maitland to make the payment. The claimant replied in the affirmative when he was asked that he had received a request for payment for the first time on that particular email, purportedly to be Mr. Blanchard. Moreover, there was no contact from part of the claimant to other company representatives about these invoices or payments.

The claimant did not verify personally with Mr. Blanchard to ensure that the person sending the email was really Mr. Blanchard. The claimant also mentioned that he had contacted Brandon Vandell, a friend of his who lives in Holland, to inquire about the company since he did not find it on the internet. The claimant confirmed that Brandon Vandell told him that the email address did not match the name of the company. The claimant said he was suspicious about the company who sent the invoice because he could not find it on the net. The claimant also confirmed that he had checked on the first payment but did not recall on about other two payments[7].

The claimant stated that he checked with the disguised Mr. Blachard on the privatemail.com address. The claimant under cross examination stated that he realised about the scam after he spoke to Charlene Carabott, after the third invoice. It was in this instance that the claimant realised that Mr. Blanchard was in France, and that he fell victim to this scam. The claimant denied also that he had deleted the emails sent to Brandon Vandell.

The Tribunal from these depositions can deduce that the claimant, a person occupying a role of responsibility in a financial company, made payments, in the amount of $520,000 to an unknown sender, disguised as Nigel G Blanchard, the Chief Investment Officer of the respondent company.

The timeline of events as presented by the parties indicates that the unknown sender used an email address that was not commonly used by Mr. Blanchard. Moreover, the

[6] Session of 29th March 2022, cross examination of claimant, Le Jean Coetzee, page 3 of the transcript.
[7] Ibid, page 10 of the transcript.

claimant without asking or verifying thoroughly these requests for payments made the necessary instructions for the payments.

This Tribunal had the opportunity to encounter another similar situation, in the case George Agius vs Arkadia Marketing Limited, decided on the 8th of June 2021. In this case, the claimant fell victim of a phishing email and had also sent a considerable sum of money to the sender who also purported to be an official of the respondent company. However, in this situation the claimant did not endeavour to hide his wrongdoing.

From the evidence presented, the Tribunal can deduce that the claimant attempted to hide the evidence, whereby such action is, in itself, unacceptable. The claimant was duty bound to preserve all evidence and present it to the respondent company for the latter to be able to retrieve the money sent to the fraudster. The claimant had an obligation of fidelity towards his employer, something that he did not adhere to.

In such situation the author Norman Selwyn points out that: -

> **Duty of Faithful Service**
>
> 10.52 Since the relationship between the employer and the employee is one of trust and confidence, the law implies into the contract of employment the term that every employee shall serve his employer faithfully. This fundamental obligation, and any serious or persistent course of conduct which is inconsistent with that obligation may well amount to breach of contract..... The employee undertakes to perform his duties carefully and competently, with due regard for the interests of the employer[8].

Hence, the claimant did not perform his duties carefully and competently when, without making the necessary checks he adhered to the instructions of the sender. Moreover, when the claimant realised about his error he tried to conceal the evidence instead of disclosing the incident to his superiors. This amounts, according to the author abovementioned, to a breach of trust of the claimant towards his employer.

The same authoritative author points out, and this passage applies to the current situation under examination: -

> 10.56 A wrongful act which does not necessarily benefit the employee may still be a breach of fidelity. If it is harmful to employer's business. In Dalton' v Burton's Gold Medal Biscuits Ltd the employee was dismissed for falsifying the clock-card of a fellow employee, and this was held to be a fair dismissal[9].

From the acts of this case it transpires that the claimant did not benefit from this situation, however his actions caused serious prejudice to the business of the

[8] Selwyn's Law of Employment 22nd Edition – Astra Emir, Oxford University Press (2022) – par.10.52, p. 295.
[9] Ibid, par. 10.56, p. 296

respondent company, since they did not recover all the amount, as stated Mr. Blanchard the company recovered 85% of the amount sent.

The claimant, from the evidence presented in this case, was also advised about the occurrences of phishing emails. The Tribunal considers not credible the version of the claimant when he affirms that he was not aware of such email, when from the evidence presented, it is evidently clear that he was one of the recipients of that email. The respondent company acted promptly and terminated the claimant's employment after two weeks.

The Tribunal notes that the claimant had in fact tried to conceal the emails and contacted a friend of his, a certain Brandon, for help. Moreover, Brandon, the person whom the claimant contacted for help, also advised him not to make the payment since the email seemed not coming from the respondent company. These emails were recovered from the respondent company and hence prove that the claimant breached his duty to disclose the incident to the respondent company.

The danger of phishing emails nowadays is not uncommon especially in financial institutions that are frequently targeted by such scams. The claimant, who has employed by the respondent company due to his experience, and hence it is expected from him that he is aware of such situations. On the other hand, the Tribunal notes that the respondent company, and this transpires from the evidence presented, was not equipped with the adequate structure to prevent these circumstances.

Although such occurrence does not impinge on the facts of this case, the Tribunal still considers that respondent company, a company involved in financial transactions, should had taken all necessary requirements to combat such situations of phishing emails. Nowadays there is a lot of equipment that is specifically designed to prevent such unnecessary situations.

However, the cause of this dismissal revolves around the fact that the claimant was dismissed because of gross misconduct. The respondent company based its arguments about this instance. The Tribunal notes that the claimant by the way he acted, left no doubt for this Tribunal to concur with the respondent's company arguments; that this was gross misconduct. The fact that the claimant attempted to conceal the emails and moreover, consulted his friend Barndon instead of his superiors, clearly indicate that this action amounts to gross misconduct.

The aforementioned author, Norman Selwyn, with regard to these instances points that: -

> 17.30 Before dismissing for gross misconduct, the employer should consider any alternative course of action, for it is not inconsistent with a finding of gross misconduct to offer the employee alternative employment in a different capacity (Hamilton v Argyll and Clyde Health Board). Each case must

> be considered on its merits, taking into account the special facts and mitigating circumstances[10].

In this employment dispute it clearly transpired from the evidence presented that the claimant instead of acting with diligence, as he was obliged to do, he tried to hide this incident, and tried to mislead the respondent company, his employer. The situation in itself had already caused a lot of financial hardship to the respondent company. The respondent did not recover the entire amount and hence through his actions the respondent made a loss, since 15% of the amount was not recovered.

The same author with regards to gross misconduct opines that: -

> 17.128 If the misconduct in question amounts to gross misconduct, then this should be acted upon immediately by management, for a delay may lead the employment tribunal to conclude that the conduct was not so wrongful as to warrant the drastic punishment of instant dismissal, although in rare cases it is proper to dismiss summarily a long time after the event (Refund Rentals Ltd v McDermott). Normally, it would be reasonable to suspend pending an investigation, but again, this counsel of perfection cannot always be followed (Conway v Matthew, Wright & Nephew Ltd)
>
> 17.129 If the conduct falls under the heading of breach of works rules (eg. Smoking in the prohibited areas, fighting, failing to observe safety precautions, etc) then provided the rule is a reasonable one, has been duly promulgated and brought to the attention of the employee, the tribunals will usually uphold management action (Richard v Bulpitt & Sons Ltd), particularly if there has been an act of dishonesty (British Railways Board v Jackson) [11].

In this claim the Tribunal considers an act of dishonesty the action of the claimant when he deleted the emails, and this was done to conceal this incident from his superiors. This action constitutes a breach of trust and hence the respondent company is right not to trust the claimant after such occurrence.

The Tribunal agrees with the respondent's company legal representative when in his final submissions he stated that the claimant, through his actions, breached the trust that the respondent company had placed in him.

The claimant's legal representative, in her note of submissions, makes reference to a decision of this Tribunal, which decision concerned a situation whereby an employee fell victim of a scam through a phishing email. The Tribunal notes that in this decision, George Agius vs Arkadia Limited decided on the 8th June 2021, the claimant acted in a diligent manner and in an honest way, he did not try to obscure the email he received from the

[10] Selwyn's Law of Employment 22nd Edition – Astra Emir, Oxford University Press (2022) – par.17.130, p. 451.
[11] Ibid, par.17.129, p. 450.

scammer/fraudster from his superiors. Moreover, he himself went to report the incident to the Police immediately when the scam was discovered. In this dispute, the claimant, to the contrary, deleted the emails and hence he acted in a dishonest manner.

Decide

Therefore, the Tribunal for the reasons above stated rejects the claim of the claimant Le Jean Coetzee.

By virtue of Legal Notice 48 of 1986, this Tribunal is establishing the legal representative's fees of the parties in the amount of €93.17c to each legal representative.

Therefore, this employment issue is hereby concluded.

(Signed)

Dr Geoffrey Vella
Chairman

True Copy

Marica Psaila
F/Secretary