

12-02-2002

12-5-02

TO THE ASSISTANT COMMISSIONER FOR PA



nts or copy thereof.

**Document I.D. Number 102144913A**

102297409

## 1. Name of conveying parties:

1. Michael Evans
2. Steven Furnell
3. Andrew Phippen
4. Paul Reynolds
5. John Hammac
6. John Kelliher

Additional name(s) of conveying party(ies) attached?  
( ) Yes (X) No

## 2. Name and address of receiving party:

**Name:** Orange Personal Communications Services Ltd.  
St. James Court, Great Park Road,  
Almondsbury  
Bristol, United Kingdom BS12 4QJ

Additional name(s) of receiving party(ies) attached?  
( ) Yes (X) No

## 3. Nature of conveyance:

- (X) Assignment (by M. Evans, S. Furnell, A. Phippen and P. Reynolds)  
( ) Merger  
( ) Security Agreement  
( ) Change of Name  
(X) Other: Terms and Conditions of Employment executed by John Hammac  
(X) Other: Terms and Conditions of Employment executed by John Kelliher

Execution Date:

1. September 3, 2000 (Assignment)
2. September 3, 2000 (Assignment)
3. September 3, 2000 (Assignment)
4. September 4, 2000 (Assignment)
5. September 19, 1995 (Terms and Conditions of Employment)
6. February 13, 1992 (Terms and Conditions of Employment)

## 4. Application number(s) or Patent number(s):

- ( ) Application(s) filed herewith Execution Date(s):  
(X) Patent Application No.: 09/463,475  
Filing Date: July 27, 2000  
( ) Patent No.:  
Issue Date:

Additional numbers attached? ( ) Yes (X) No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

**Name:** John M. Carson  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
Customer No. 20,995  
**Internal Address:** Sixteenth Floor  
**Street Address:** 620 Newport Center Drive  
**City:** Newport Beach **State:** CA **ZIP:** 92660  
**Attorney's Docket No.:** RJENK11.001APC

## 7. Total fee (37 CFR 1.21(h)): N/A (already paid with Recordation Form Cover Sheet of July 2, 2002)

- ( ) Enclosed  
(X) Authorized to be charged to deposit account

## 8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

## 6. Total number of applications and patents involved: 1

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

John M. CarsonName of Person Signing  
34,303  
Registration No.

Signature

Date

11/27/02

Total number of pages including cover sheet, attachments and document: 22

Mail documents to be recorded with required cover sheet information to:

12/03/2002 6TDN11 00000041 111410 09463475

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U.S. Patent and Trademark Office  
Attn: Assignment Division  
Crystal Gateway-4  
1213 Jefferson Davis Highway, Suite 320  
Arlington, VA 22202

## ASSIGNMENT

JOINT

FOR VALUE RECEIVED, WE,

Michael EVANS, residing at: 15 PYNESBOROUGH COURT, CHALSLIGHT, DORSET, UK

Steven FURNELL, residing at: 36 PENDEAN AVENUE, LISKEARD, UK

Andrew PHIPPEN, residing at: 25 ROBERTS ROAD, DODDIN, CORNWALL, UK.

Paul REYNOLDS, residing at: Wattle, Easton, Wells, Somerset, UK

John HAMMAC, residing at: 10 OUSE LANE, TOWCESTER, NORTHANTS NN12 6YJ, UK.

John KELLIHER, residing at: 39 NORTHBROOK ROAD, LEWISHAM LONDON SE13 5ST, UK.

hereby sell, assign and transfer unto Orange Personal Communications Services Limited of, St James Court, Great Park Road, Almondsbury, Bristol, BS12 4QJ, United Kingdom

as assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to DATA COMMUNICATIONS

described in an application for Letters Patent of the United States, executed by us on the            day of           , 2000, and all the rights and privileges under any and all Letters Patent that may be granted therefor.

We request that any and all patents for said inventions be issued to said assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

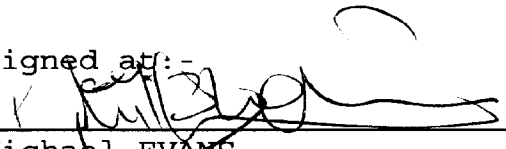
PATENT

REEL: 013543 FRAME: 0368

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

We covenant with said assignee, its successors, assigns and legal representatives, that the rights and property therein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

Signed at:-


  
Michael EVANS

Date ☒ 9.3.00

  
Witness

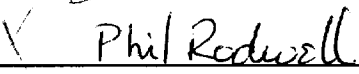
  
Steven FURNELL

Date ☒ 9/3/00

  
Witness

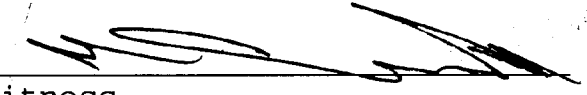
  
Andrew PHIPPEN

Date ☒ 9/3/00

  
Witness

  
Paul REYNOLDS

Date ☒ 19/4/00

  
Witness

  
John HAMMAC

Date ☒

  
Witness

X  
John KELLIHER

Date X

X  
Witness

# TERMS AND CONDITIONS OF EMPLOYMENT

COPY

1. Name of Employer: Orange PCS Ltd
2. Name of Employee: John Hammac
3. Job Title: Technical Manager-IT
4. Place of Work: Your normal place of work is St James Court, Bristol  
However, in carrying out your duties it may be necessary for you to work at other offices in the UK and worldwide.
5. Date Employment Commenced: Your period of continuous employment with the Company shall commence on To be confirmed  
and no previous period of employment shall count as continuous.  
  
The first three months of your employment will be on a probationary basis, however this may be extended by the Company in its sole discretion by up to three months. This period, including any extension, shall be known as the Probationary Period. You cannot take holiday leave other than public holidays during the Probationary Period. However, your holiday entitlement will continue to accrue during this period.
6. Salary: Your commencing basic salary is at the rate of £ 42,000 per annum which will be paid to you monthly in arrears.  
  
The definition of one day's pay is 1/260 of your annual basic salary and for clarification excludes any other salary or benefit entitlement. Any additional benefits or salary entitlement applicable to you will be specified in your Offer of Employment Letter.
7. Expenses: The Company shall reimburse to you (against receipt or other satisfactory evidence) all reasonable business expenses properly incurred or defrayed by you in the course of your employment. A guiding principle in settling expenses is that there should be neither loss nor benefit financially.
8. Deductions: The Company shall be entitled at any time during your employment hereunder, or in any event on termination, howsoever arising, to deduct from your remuneration hereunder any monies due from you to the Company including, but not limited to, any outstanding loans, advances, the cost of repairing any damage or loss to the Company's property caused by you (and of recovering same), excess holiday and, any other monies owed by you to the Company.
9. Hours of Work: You are required to work a thirty-seven and a half hour week (37.5) and your normal hours of work are 9.00 am to 5.30 pm Monday to Friday with one hour for lunch unless otherwise specified in your Offer of Employment Letter. You may however be requested to work different hours from time to time depending upon the nature of your work.

(a) \*You will not be entitled to be paid extra remuneration for additional hours worked in excess of your basic weekly hours referred to above.

(b) \*You will be entitled to be paid for additional hours worked. Details of overtime rates are as follows:

~~Time and a half for all overtime worked except Sunday. Double Time for Sundays and Bank Holidays. Overtime claimed for less than half an hour will not be paid. No overtime will be calculated unless the basic 1/2 hour day has been worked.~~

*(\* Delete where not applicable)*

#### 10. Holidays:

(a) You are entitled to Statutory Holidays and to 23 days holiday in every calendar year. This entitlement will accrue at the rate of 1.916 days for every completed month of employment. An additional days holiday will be given after completion of each five years continuous employment up to a total entitlement of 30 days in any calendar year. A compensatory day's holiday will be allowed when any of the statutory holidays fall on a Saturday or Sunday.

(b) Holidays may be taken with the agreement of your Manager, giving as much notice as is reasonably possible. No more than ten (10) consecutive working days holiday can be booked without prior agreement from your Manager giving at least 21 days notice.

(c) The Holiday Year - the period in which your paid holiday entitlement is to be taken - runs parallel to the Company year commencing 1st January of each year. If you leave the Company and have taken more than your holiday entitlement, the appropriate sum will be deducted from your final salary payment. Likewise if you leave the Company and you have some holiday entitlement available, the appropriate sum will be added to your final salary payment.

(d) If circumstances prevent you from taking your full holiday entitlement in any one year, you may, with your Manager's approval, carry over a maximum of five days from one year to the next provided they are taken before 31st March.

(e) The Company may (at its sole discretion) require you to take any outstanding holiday accrued, during your notice period.

#### 11. Sickness or Injury:

(a) During periods of absence from work due to sickness or injury you will be entitled to receive Statutory Sick Pay ("SSP") at the appropriate rate, subject to any statutory exceptions which may apply to you. SSP is calculated on your average weekly earnings in the eight weeks prior to your absence.

(b) The Rules relating to payment of SSP have been laid down by the DHSS, and may be summarised as follows:-

(i) No SSP is payable for the first three days of a period of incapacity for work, unless these are linked to a previous period of incapacity as set out at (iii) below. These first three days are referred to as "waiting days".

(ii) Provided the certification set out at paragraph 12 below is supplied by you, SSP will be payable for all "Qualifying Days" in a period of incapacity for work. "Qualifying Days" are days of the week on which you are required to be available for work

within the terms of your contract other than the "waiting days".

- (iii) If two periods of incapacity for work are linked by 56 days or less, and provided you have completed three waiting days in the first period of incapacity, these will count as waiting days for the purpose of the second period. The first day of absence in the second period will qualify for payment of SSP.

**12. Notification of Absence:**

Payment of SSP is conditional upon your notifying the Company of your incapacity for work by midday on the first day of your absence and upon certifying your absence as follows:-

- (a) For absences of up to 6 successive calendar days inclusive you must, on your return to work, complete and sign the Sickness Declaration Form, copies of which you may obtain from your immediate supervisor;
- (b) For absence of 7 successive calendar days or more you must supply a medical certificate, provided and signed by a Doctor. The Company reserves the right to require you to provide a Doctor's certificate to substantiate your reasons for any period of absence from work of up to 7 successive calendar days.
- (c) For continued periods of absence the Company reserves the right to require the employee to undergo a medical examination from the Company's own appointed practitioner or alternatively the Company may accept an examination certificated from the employees own general practitioner at the Company's discretion.

**13. Maternity Pay:**

Female Employees, subject to any statutory exceptions which may apply, are entitled to Statutory Maternity Pay (SMP). Details can be obtained from the Personnel Department.

**14. Pensions and Retirement:**

**(a) Pension Scheme:**

The Company will provide a pension scheme, details of which are provided in Appendix A. You must inform the Payroll Department whether or not you have contracted out of the State Scheme (SERPs).

**(b) Life Assurance:**

The Company provides life assurance cover of 4 times basic salary for management grades and the Company provides life assurance cover of 3 times basic salary for non-management grades.

**(c) Personal Belongings**

Insurance of personal belongings in respect of overseas trips will require special insurance with the Company bearing the cost of business trips and the employee the cost of personal travel abroad.

**15. Notice of Termination of Employment:**

Your individual terms relating to Notice of Termination of Employment are given in your Offer of Employment Letter. In cases where no terms are given the following clauses apply:

- (a) During the first three months, your employment may be terminated by either yourself or the Company giving one week's notice.
- (b) Upon completion of three months employment, but less than five years', the period of notice will be four weeks on either side.

In addition:

- (c) Upon completion of five years' service, this period of notice will increase by one additional week for each completed year of service up to a maximum of twelve weeks after twelve years of service.
- (d) In the event of gross misconduct or gross negligence on your part, the Company reserves the right to terminate your employment immediately and the above periods of notice will not apply.
- (e) At the end of the notice period, or immediately in the circumstances of summary termination, before leaving the Company you must return all Company property and all documents containing confidential information relating to the Company, Associated Companies and their respective business including, but not limited to, any equipment, books, keys, documents, correspondence, records, notes made by you during your employment, contracts, credit cards and passes which are in your possession or under your control and, if required to do so by the Company, sign a declaration that you have complied with your obligations under this clause 13 (e).
- (f) You agree that the Company may, at its absolute discretion, pay you compensation in lieu of any notice of termination of employment (subject to your duty to mitigate your loss) in which event, for the avoidance of doubt, you will not be entitled to any additional compensation in respect of any holiday which would otherwise have accrued during your notice period.

**16. Inventions:**

- (a) This clause is subject to the provisions of Sections 39 to 42 of the Patents Act 1977 and to Chapter IV Part I of the Copyright Designs and Patents Act 1988 and to all other legislation and regulations governing patents and copyright legislation.
- (b) If at any time during your employment you discover, or participate in the discovery of, any invention or improvement upon, or addition to, an invention which is applicable to the business carried on by the Company or any associated Company, you shall immediately communicate this to the Company.
- (c) The invention or improvement shall be the absolute property of the Company, who may require you, at the Company's expense, to supply all information and documentation necessary to enable the Company to use that invention or improvement to the best advantage.
- (d) In the event that it may be necessary or desirable for the Company to obtain patent or similar protection for the invention or improvement, you shall, at the Company's request and at the Company's expense, provide all documents and carry out any necessary work in order to obtain the protection.



- (e) Prior to your commencing any development/design work on any of the Company's products or its associated products, on your own behalf or on behalf of any company or firm other than the Company you must obtain your Manager's permission to proceed. A formal agreement between yourself and the Company must be made prior to any of the above mentioned work being carried out. Any omission in signing such formal agreements shall not affect the Company's right under clause 16 (c).

**17. Non-Competition:**

- (a) You shall not, during your employment with the Company, be directly or indirectly involved in any work with or for any person, firm or company, which is engaged in business in competition with the Company.
- (b) You shall not, at any time after the termination of your employment, falsely represent yourself as being interested in or employed by, or in any way connected with the Company or its Associated Companies.

**18. Confidentiality:**

You shall not whilst working for the Company (except during the proper performance of your duties) or at any time after your termination of employment with the Company, disclose to any other person, Company, business organisation, or other entity whatsoever, any information of a confidential nature relating or belonging to the Company, its Associated Companies or its Customers. This information deemed confidential encompasses any trade secrets or confidential information including but not limited to any such information relating to customer lists or requirements, price lists or pricing structures, marketing or sales information, business plans or dealings, employees or officers, financial information and plans, designs, formulae, product lines, research activities, contracts, correspondence, any document marked "Confidential" or any information which you have been told is confidential or which you might reasonably expect the Company or any of its Associated Companies would regard as confidential or any information which has been given to the Company in confidence by customers, suppliers or other persons.

You may, from time to time, be required by the Company to sign additional non-disclosure documents relating to confidentiality. Failure to comply with the non-disclosure agreements may be considered as gross misconduct and be dealt with accordingly.

The Company has the right to inform future employers that you have signed the Company's non-disclosure agreement.

- 19. Grievance Procedure:** If you have a grievance relating to your employment, you should first raise the matter with your immediate Manager/Personnel Manager. If the matter is not resolved at this level, you should tell your Manager that you will refer it to his/her immediate Manager who may pass it to the Group Managing Director for a final decision.

**20. Associated Companies:** For the purposes of these terms and conditions of employment an 'Associated Company' includes any firm, company, corporation or other organisation which;

- (a) is directly or indirectly controlled by the Company, or
- (b) directly or indirectly controls the Company, or
- (c) is directly or indirectly controlled by a third party who also directly or indirectly controls the Company, or

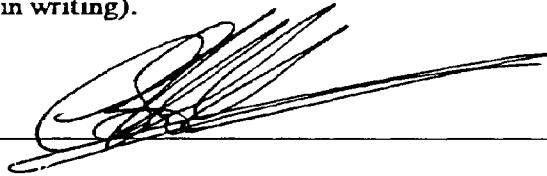
- (d) is the successor in title or assign of the firms, companies, corporations or other organisations referred to above.

**21. Additional Items:**

The following further additional terms and conditions will apply in respect of your employment:

- (a) You shall notify the Company immediately upon being charged or convicted for any criminal offence (other than motoring parking fines). Failure to do so will be regarded as a gross misconduct and will be dealt with accordingly.
- (b) It is a condition of your employment that you do not undertake any other form of employment without the written permission of the Company.
- (c) Changes in the terms of this statement of your Terms and Conditions of Employment will be recorded and filed in your personnel file. Any changes will be notified in writing giving one months' notice of the change. Additionally, you will be given a copy of any changes for your own records.
- (d) The terms shown in your Offer of Employment Letter takes preference over the terms in these Terms and Conditions of Employment (unless subsequently amended in writing).

Issued by: \_\_\_\_\_

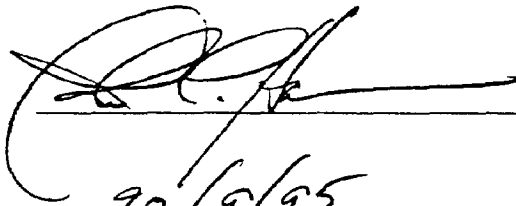


Date: \_\_\_\_\_

19/9/95

I have seen and agreed to the Terms and Conditions set out in the above Statement:

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

20/9/95

# TERMS AND CONDITIONS OF EMPLOYMENT

1. **Name of Employer:** HUTCHISON MICROTEL
2. **Name of Employee:** JOHN KELLNER
3. **Job Title:** ACTING RADIO PLANNING MANAGER
4. **Place of Work:** Your normal place of work is ACTON, LONDON  
  
However, in carrying out your duties it may be necessary for you to work at other offices in the UK and worldwide.
5. **Date Employment Commenced:** Your period of continuous employment with the Company shall commence on 13 MAY 1991  
and no previous period of employment shall count as continuous.  
  
The first three months of your employment will be on a probationary basis, however this may be extended by the Company in its sole discretion by up to three months. This period, including any extension, shall be known as the Probationary Period. You cannot take holiday leave other than public holidays during the Probationary Period. However, your holiday entitlement will continue to accrue during this period.
6. **Salary:** Your commencing basic salary is at the rate of £ 27,000 per annum which will be paid to you monthly in arrears.  
  
The definition of one day's pay is 1/260 of your annual basic salary and for clarification excludes any other salary or benefit entitlement. Any additional benefits or salary entitlement applicable to you will be specified in your Offer of Employment Letter.
7. **Expenses:** The Company shall reimburse to you (against receipt or other satisfactory evidence) all reasonable business expenses properly incurred or defrayed by you in the course of your employment. A guiding principle in settling expenses is that there should be neither loss nor benefit financially.
8. **Deductions:** The Company shall be entitled at any time during your employment hereunder, or in any event on termination, howsoever arising, to deduct from your remuneration hereunder any monies due from you to the Company including, but not limited to, any outstanding loans, advances, the cost of repairing any damage or loss to the Company's property caused by you (and of recovering same), excess holiday and, any other monies owed by you to the Company.
9. **Hours of Work:** You are required to work a thirty-seven and a half hour week (37.5) and your normal hours of work are 9.00 am to 5.30 pm Monday to Friday with one hour for lunch unless otherwise specified in your Offer of Employment Letter. You may however be requested to work different hours from time to time depending upon the nature of your work.

(a) \*You will not be entitled to be paid extra remuneration for additional hours worked in excess of your basic weekly hours referred to above.

(b) \*You will be entitled to be paid for additional hours worked. Details of overtime rates are as follows:

Time and a half for all overtime worked except Sunday. Double Time for Sundays and Bank Holidays. Overtime claimed for less than half an hour will not be paid. No overtime will be calculated unless the basic 7 1/2 hour day has been worked.

(\* Delete where not applicable)

#### 10. Holidays:

(a) You are entitled to Statutory Holidays and to 23 days holiday in every calendar year. This entitlement will accrue at the rate of 1.916 days for every completed month of employment. An additional days holiday will be given after completion of each five years continuous employment up to a total entitlement of 30 days in any calendar year. A compensatory day's holiday will be allowed when any of the statutory holidays fall on a Saturday or Sunday.

(b) Holidays may be taken with the agreement of your Manager, giving as much notice as is reasonably possible. No more than ten (10) consecutive working days holiday can be booked without prior agreement from your Manager giving at least 21 days notice.

(c) The Holiday Year - the period in which your paid holiday entitlement is to be taken - runs parallel to the Company year commencing 1st January of each year. If you leave the Company and have taken more than your holiday entitlement, the appropriate sum will be deducted from your final salary payment. Likewise if you leave the Company and you have some holiday entitlement available, the appropriate sum will be added to your final salary payment.

(d) If circumstances prevent you from taking your full holiday entitlement in any one year, you may, with your Manager's approval, carry over a maximum of five days from one year to the next provided they are taken before 31st March.

(e) The Company may (at its sole discretion) require you to take any outstanding holiday accrued, during your notice period.

#### 11. Sickness or Injury:

(a) During periods of absence from work due to sickness or injury you will be entitled to receive Statutory Sick Pay ("SSP") at the appropriate rate, subject to any statutory exceptions which may apply to you. SSP is calculated on your average weekly earnings in the eight weeks prior to your absence.

(b) The Rules relating to payment of SSP have been laid down by the DHSS, and may be summarised as follows:-

(i) No SSP is payable for the first three days of a period of incapacity for work, unless these are linked to a previous period of incapacity as set out at (iii) below. These first three days are referred to as "waiting days".

(ii) Provided the certification set out at paragraph 12 below is supplied by you, SSP will be payable for all "Qualifying Days" in a period of incapacity for work. "Qualifying Days" are days of the week on which you are required to be available for work.

within the terms of your contract other than the "waiting days".

- (iii) If two periods of incapacity for work are linked by 56 days or less, and provided you have completed three waiting days in the first period of incapacity, these will count as waiting days for the purpose of the second period. The first day of absence in the second period will qualify for payment of SSP.

**12. Notification of  
Absence:**

Payment of SSP is conditional upon your notifying the Company of your incapacity for work by midday on the first day of your absence and upon certifying your absence as follows:-

- (a) For absences of up to 6 successive calendar days inclusive you must, on your return to work, complete and sign the Sickness Declaration Form, copies of which you may obtain from your immediate supervisor;
- (b) For absence of 7 successive calendar days or more you must supply a medical certificate, provided and signed by a Doctor. The Company reserves the right to require you to provide a Doctor's certificate to substantiate your reasons for any period of absence from work of up to 7 successive calendar days.
- (c) For continued periods of absence the Company reserves the right to require the employee to undergo a medical examination from the Company's own appointed practitioner or alternatively the Company may accept an examination certificated from the employees own general practitioner at the Company's discretion.

**13. Maternity Pay:**

Female Employees, subject to any statutory exceptions which may apply, are entitled to Statutory Maternity Pay (SMP). Details can be obtained from the Personnel Department.

**14. Pensions and  
Retirement:**

**(a) Pension Scheme:**

The Company will provide a pension scheme, details of which are provided in Appendix A. You must inform the Payroll Department whether or not you have contracted out of the State Scheme (SERPs).

**(b) Life Assurance:**

The Company provides life assurance cover of 4 times basic salary for management grades and the Company provides life assurance cover of 3 times basic salary for non-management grades.

**(c) Personal Belongings**

Insurance of personal belongings in respect of overseas trips will require special insurance with the Company bearing the cost of business trips and the employee the cost of personal travel abroad.

**15. Notice of Termination  
of Employment:**

Your individual terms relating to Notice of Termination of Employment are given in your Offer of Employment Letter. In cases where no terms are given the following clauses apply:

- (a) During the first three months, your employment may be terminated by either yourself or the Company giving one week's notice.
- (b) Upon completion of three months employment, but less than five years', the period of notice will be four weeks on either side:-

In addition:

- (c) Upon completion of five years' service, this period of notice will increase by one additional week for each completed year of service up to a maximum of twelve weeks after twelve years of service.
- (d) In the event of gross misconduct or gross negligence on your part, the Company reserves the right to terminate your employment immediately and the above periods of notice will not apply.
- (e) At the end of the notice period, or immediately in the circumstances of summary termination, before leaving the Company you must return all Company property and all documents containing confidential information relating to the Company, Associated Companies and their respective business including, but not limited to, any equipment, books, keys, documents, correspondence, records, notes made by you during your employment, contracts, credit cards and passes which are in your possession or under your control and, if required to do so by the Company, sign a declaration that you have complied with your obligations under this clause 13 (e).
- (f) You agree that the Company may, at its absolute discretion, pay you compensation in lieu of any notice of termination of employment (subject to your duty to mitigate your loss) in which event, for the avoidance of doubt, you will not be entitled to any additional compensation in respect of any holiday which would otherwise have accrued during your notice period.

**16. Inventions:**

- (a) This clause is subject to the provisions of Sections 39 to 42 of the Patents Act 1977 and to Chapter IV Part I of the Copyright Designs and Patents Act 1988 and to all other legislation and regulations governing patents and copyright legislation.
- (b) If at any time during your employment you discover, or participate in the discovery of, any invention or improvement upon, or addition to, an invention which is applicable to the business carried on by the Company or any associated Company, you shall immediately communicate this to the Company.
- (c) The invention or improvement shall be the absolute property of the Company, who may require you, at the Company's expense, to supply all information and documentation necessary to enable the Company to use that invention or improvement to the best advantage.
- (d) In the event that it may be necessary or desirable for the Company to obtain patent or similar protection for the invention or improvement, you shall, at the Company's request and at the Company's expense, provide all documents and carry out any necessary work in order to obtain the protection.

- (c) Prior to your commencing any development/design work on any of the Company's products or its associated products, on your own behalf or on behalf of any company or firm other than the Company you must obtain your Manager's permission to proceed. A formal agreement between yourself and the Company must be made prior to any of the above mentioned work being carried out. Any omission in signing such formal agreements shall not affect the Company's right under clause 16 (c).

**17. Non-Competition:**

- (a) You shall not, during your employment with the Company, be directly or indirectly involved in any work with or for any person, firm or company, which is engaged in business in competition with the Company.
- (b) You shall not, at any time after the termination of your employment, falsely represent yourself as being interested in or employed by, or in any way connected with the Company or its Associated Companies.

**18. Confidentiality:**

You shall not whilst working for the Company (except during the proper performance of your duties) or at any time after your termination of employment with the Company, disclose to any other person, Company, business organisation, or other entity whatsoever, any information of a confidential nature relating or belonging to the Company, its Associated Companies or its Customers. This information deemed confidential encompasses any trade secrets or confidential information including but not limited to any such information relating to customer lists or requirements, price lists or pricing structures, marketing or sales information, business plans or dealings, employees or officers, financial information and plans, designs, formulae, product lines, research activities, contracts, correspondence, any document marked "Confidential" or any information which you have been told is confidential or which you might reasonably expect the Company or any of its Associated Companies would regard as confidential or any information which has been given to the Company in confidence by customers, suppliers or other persons.

You may, from time to time, be required by the Company to sign additional non-disclosure documents relating to confidentiality. Failure to comply with the non-disclosure agreements may be considered as gross misconduct and be dealt with accordingly.

The Company has the right to inform future employers that you have signed the Company's non-disclosure agreement.

**19. Grievance Procedure:**

If you have a grievance relating to your employment, you should first raise the matter with your immediate Manager/Personnel Manager. If the matter is not resolved at this level, you should tell your Manager that you will refer it to his/her immediate Manager who may pass it to the Group Managing Director for a final decision.

**20. Associated Companies:**

For the purposes of these terms and conditions of employment an 'Associated Company' includes any firm, company, corporation or other organisation which;

- (a) is directly or indirectly controlled by the Company, or
- (b) directly or indirectly controls the Company, or
- (c) is directly or indirectly controlled by a third party who also directly or indirectly controls the Company, or

- (d) is the successor in title or assign of the firms, companies, corporations or other organisations referred to above.

**21. Additional Items:**

The following further additional terms and conditions will apply in respect of your employment:

- (a) You shall notify the Company immediately upon being charged or convicted for any criminal offence (other than motoring parking fines). Failure to do so will be regarded as a gross misconduct and will be dealt with accordingly.
- (b) It is a condition of your employment that you do not undertake any other form of employment without the written permission of the Company.
- (c) Changes in the terms of this statement of your Terms and Conditions of Employment will be recorded and filed in your personnel file. Any changes will be notified in writing giving one months' notice of the change. Additionally, you will be given a copy of any changes for your own records.
- (d) The terms shown in your Offer of Employment Letter takes preference over the terms in these Terms and Conditions of Employment (unless subsequently amended in writing).

Issued by: \_\_\_\_\_

*B. Reel*

Date: \_\_\_\_\_

*13/2/92*

I have seen and agreed to the Terms and Conditions set out in the above Statement:

Signed: \_\_\_\_\_

*John Kellner* *John Kellner*

Date: \_\_\_\_\_

*24-2-82*



# DISCIPLINARY RULES

1. **Introduction** Disciplinary offences can be broadly separated into two categories - misconduct and unsatisfactory work performance. Incapability is a related category, but requires special treatment.
2. **Disciplinary Action** Normally, where unsatisfactory performance or misconduct occurs, the employee concerned will be liable to disciplinary action in accordance with the stages of the Company's Disciplinary Procedure. Examples include:
  - Habitual absenteeism or lateness;
  - Failure to comply with Company rules on notification and evidence of sickness absence.
3. **Gross Misconduct**
  - 3.1 In cases of gross misconduct the employee concerned will be liable to immediate suspension on full pay, where appropriate, whilst the matter is investigated. Summary dismissal will normally follow where the misconduct is proven or the Company has reasonable grounds for believing that it was committed. In each case, the Company will take into account the gravity of the offence and any individual mitigating circumstances.
  - 3.2 Examples of gross misconduct which will render the employee liable to summary dismissal include:
    - breach of confidentiality
    - theft or attempted theft of property belonging to the Company or any employee
    - falsifying Company documents or expenses claims
    - a criminal offence arising from or related to the employee's work for the Company
    - a criminal offence committed outside working hours, such as to adversely affect the Company's business reputation or the employee's suitability for the type of work which he performs, or which affects his acceptability to other employees - violent behaviour or fighting at work
    - drunkenness or being under the influence of any illegal drugs whilst at work
    - practical joking or horseplay at work of a kind such as to endanger the health and safety of fellow employees, customers or members of the public
    - gross insubordination to superiors in the Company or wilful disobedience (after due warning) in carrying out their reasonable requests
    - rudeness or other unacceptable behaviour to customers
    - unauthorised destruction of Company property

It is stressed that the foregoing does not represent a complete list of possible offences for which an employee may be summarily dismissed and are only given by way of example. Other substantial offences will carry the same disciplinary penalty.

**4. Serious Misconduct  
Suspension/Warning**

In cases where misconduct concerned is of a serious nature, but not sufficiently gross to justify summary dismissal, the employee concerned will be liable to suspension from work without pay. The period of suspension will vary in length at the Company's discretion according to the gravity of the misconduct, but will not exceed 20 working days. Such disciplinary suspensions may also be accompanied by a final written warning, or be imposed independently. In any event, the Company reserves the right to proceed direct to the final written warning stage of its Disciplinary Procedure in all cases of serious misconduct.

**5. Incapability**

Where the Company considers that an employee does not possess the requisite skills or aptitude for the work for which he is employed it will tell the employee of these shortcoming(s), provide a chance to improve and ultimately warn the employee that if there is no improvement within a reasonable time then dismissal will follow. The procedural stages which will be followed in such cases are those prescribed under the Company's Disciplinary Procedure, and reference to unsatisfactory performance therein shall include incapability.

## APPENDIX B - Company Car Policy

As part of your Contract of Employment you have been allocated a Company car. This document is part of your Terms and Conditions of Employment, and sets out the conditions under which you should use the car.

- 1. General**

As a general comment, your car should at all times be well looked after and maintained and serviced to the standard recommended in the manufacturer's instructions.
- 2. Drivers**

The persons who are entitled to drive the car are yourself and your partner only, where over the age of 21, together with any employee of the Company over the age of 25 who has the permission of a Departmental Manager. You may not allow anyone to drive your car who does not have a full and valid Drivers Licence.

In the event of accident, breakdown, or any other circumstances where you are unable to drive, any fully licensed person, over the age of 21, may drive the vehicle to a garage or complete the journey in hand. Company cars may also be driven by garage or car park drivers for the purpose of parking and testing.
- 3. Driving Licence**

Photocopies of your driving licence and that of your partner should be provided for your car record file.

Any amendments to the licences or driving status must be notified immediately. For example, any endorsements should be notified. If you are disqualified from driving, the Company may, at its discretion, withdraw the use of the Company car for the duration of the disqualification. Any endorsement (such as for drink/driving) which results in an increase in insurance premium, will entitle the Company to charge you for the excess paid over the previously applicable premium.

If, for whatever reason, you cease to hold a valid current driving licence and should thereby be unable to carry out your employment duties properly and effectively or attend for work (as the case may be) then, in the absence of suitable alternative employment being available, you will be liable to summary dismissal.

By 31 January and 31 July each year a photocopy of the current licence must be provided to the Personnel Department.
- 4. Insurance**

The Company insures the car under a fully comprehensive policy. However, you should also make sure that you are covered, especially when taking delivery of a new car or hiring a replacement.

Insurance certificates are available when required.

Cars are insured for driving in the UK only. If you plan to take the car out of the UK for Company business, it is your responsibility to ensure that our insurance company has been notified so that extended cover may be given. The costs of insurance and any additional items required to be carried in a car in other legal jurisdictions (e.g., first aid boxes or warning triangles) will, in such circumstances, be borne by the Company. If you fail to comply with this requirement you may be liable in respect of any claim(s) arising in the course of your journey abroad.

For personal travel abroad the same procedure must be adopted. However, the cost of the insurance extension (i.e., a green card) will be payable by you together with the additional cost of such items as referred to above. It is your responsibility to

ensure you adequately safeguard your own and others' belongings in your car. However, in the event of the loss of personal belongings in the UK the Company may reimburse you up to the maximum insured from time to time under the Company's insurance policy, if you prove to the reasonable satisfaction of the Company that you were not negligent.

Additionally, drivers should ensure the safety of all and any Company property being carried in Company cars. Company property should not be left in cars overnight.

The car must not be used:

- (i) for business purposes other than the business of the Company;
- (ii) for hire or reward, nor for any purpose in connection with the motor trade;
- (iii) for racing, competitions, rallies or trials (which includes speed trials).

Nor should lifts be given to "hitch-hikers" as the Company insurance policy does not cover this.

#### **5. Maintenance**

The car must be maintained and serviced to the level required in the manufacturer's instructions. This includes weekly and monthly driver's checks and regular servicing by a qualified garage. The car should be kept clean, both inside and out.

Mechanical faults should be rectified as soon as practical to obviate further damage.

All Company vehicles will be inspected regularly by the Fleet Supervisor but these inspections do not lessen nor remove your obligation as the driver.

Full costs of maintaining and servicing the car will be borne by the leasing company. Details of their servicing and maintenance arrangements are available from the Fleet Supervisor.

#### **6. Roadworthiness**

It is your responsibility to ensure that your car is fully roadworthy in all respects. Cars must not be driven when any aspect of the car does not meet legal minimum requirements, e.g., tyre tread depth too low, defective lights.

#### **7. Accidents**

All and any accidents or any damage to the vehicle must be reported to the Fleet Supervisor as soon as practicable within 24 hours and notified by the completion of an insurance company accident claim form as soon as practicable thereafter. All further correspondence with the insurance company must be dealt with through the Fleet Supervisor and not you. The employee must carry a copy of the insurance cover note at all times within the vehicle.

Any serious accidents or accidents involving injury to persons, however minor, must be notified to the police. If there are witnesses, take their names and addresses.

In ALL cases, exchange insurance and ownership details with the other party.

If you are involved in what the Company considers to be an unreasonable number of motor accidents involving Company cars, the Company reserves the right to require you to take a driver assessment course at the Company's expense.

#### **8. Usage**

Private usage of your assigned Company car is allowed, with no restriction for any normal usage on normal roads. You may not use the car for rallying. Private mileage will be paid for senior management grades. Private mileage for non-management grades will be at the employees own expense.

Business usage will be compensated in accordance with rates prevailing from time to time. Details can be obtained from the Personnel Department.

**9. Car Allocations**

The Company retains to itself the exclusive right to assign cars to new and existing employees. Normally, once a car is assigned to an employee, that employee will retain the use of that car until it is replaced. However, the Company may, at its discretion, change car allocations at any time.

Employees are not guaranteed a new car, and will be assigned cars as they become available.

In the event that you become unable to drive the car due to ill health, loss of licence or for any other reason, the Company reserves the right to withdraw the car without compensation. A record of persistent Road Traffic offenses or accidents may also result in the Company withdrawing the car without compensation.

**10. MOT**

In the event that a car becomes three years old (from first being registered), it will require an MOT certificate. The cost of obtaining the certificate, including all repairs and servicing necessary for the issue of the certificate, will be borne by the Company. The Company will endeavour to remind you when an MOT certificate is required, but it is your responsibility to ensure that you have a valid MOT certificate when one is required.

**11. Tax**

The Company pays for all car tax and will endeavour to arrange all documentation in a timely manner. However, in the event of tax renewal being overlooked, it is the driver's responsibility to ensure that the car is not driven unless there is a valid tax disc and to notify the Personnel Department of the tax renewal status.

**12. Fines**

In the event of either you or the Company becoming involved in criminal proceedings in connection with your (or any other authorised drivers) use of the car, you will be responsible for all parking fines and charges, costs, fines, criminal compensation and any other similar liability connected with or arising from such criminal proceedings. In the event of the Company initially paying some of the above liabilities, you will reimburse such sums as soon as possible. If you fail to reimburse such sums, one or more deductions shall be made from your salary until the full amount owing to the Company has been paid.

The above provisions also apply to you where such fines and other liabilities are incurred by any other person whom you have expressly or impliedly authorised to use the car.

**13. Towing/Roof Rack**

A towbar or roof rack may only be fitted to the car with the prior written permission of the Divisional General Manager or equivalent.

The cost of fitting will be borne by you and you will also be required to pay for the removal of such equipment when the car is replaced and to make good the damage.

It is your responsibility to arrange adequate cover for towing as this is not covered by the Company car insurance.

The manufacturer's recommended towing weights should not be exceeded and the general recommendations and instructions concerning towing, in the manufacturer's handbook should be followed. In the event of damage being caused to the car from excess towing weight, you will be responsible for making good the damage.

**14. Reclaiming of  
Company Vehicles**

If you are summarily dismissed, or you are not required by the Company to work out your notice period (regardless of who gave notice), you will be obliged to return

your Company car on your last day of work in accordance with the Company's instructions and you shall not be entitled to any further use or benefit of the car or to any monetary compensation in lieu thereof.

The Company may, at its sole discretion, agree to your continued use of a car after your last day at work. Such permission will be given in writing specifying the terms and conditions of such continued use.

Issued by: B. P. J.

Date: 13/2/92.

I have seen and agreed to the Terms and Conditions set out in the above Statement:

Signed: [Signature]

Date: 20 - Feb - 92