

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3010782

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
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PAUL GARRITY	05/17/2010
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14019470
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DATE SIGNED:	09/05/2014
Total Attachments: 21 source=ENEC_P0023_Assignment#page1.tif source=ENEC_P0023_Assignment#page2.tif source=ENEC_P0023_Assignment#page3.tif source=ENEC_P0023_Assignment#page4.tif source=ENEC_P0023_Assignment#page5.tif source=ENEC_P0023_Assignment#page6.tif	

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

Enecsys Limited

Serial No.: 14/019,470

Filing Date: September 5, 2013

For: POWER FACTOR ADJUSTMENT IN
MULTI-PHASE POWER SYSTEM

PATENT APPLICATION

JOINT INVENTORS TO CORPORATION ASSIGNMENT

WHEREAS, the undersigned Inventors are the first, true, and joint inventors of certain new and useful inventions in:

POWER FACTOR ADJUSTMENT IN MULTI-PHASE POWER SYSTEM

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the inventions, said application having Serial Number 14/019,470 and filed on September 5, 2013.

WHEREAS, Enecsys Limited (hereinafter termed "Assignee"), a corporation of the United Kingdom, having a place of business at Harston Mill, Royston Road, Cambridge, Cambridgeshire, CB22 7GG, United Kingdom, wishes to acquire the entire right, title and interest in and to said application and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said Inventions"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "Patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest: (a) in and to said application and said Inventions; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants on said Inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of invention or other governmental grants granted on said Inventions in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include, but not be limited to, prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee: (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said Inventions; and (g) for legal proceedings involving said Inventions and any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives, and assigns.

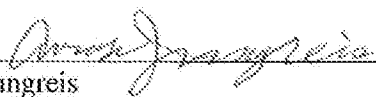
4. Said Inventors hereby jointly and severally warrant and represent that said Inventors have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventors hereby jointly and severally 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. Furthermore, said Inventors hereby jointly and severally consent that a copy of this assignment shall be proof of the right of said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

6. Said Inventors hereby covenant with said Assignee, its successors, assigns and legal representatives that the rights and property herein conveyed are free and clear of any encumbrance and that said Inventors have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, said Inventors have executed this instrument on the date of acknowledgement as given below and delivered this instrument to said Assignee.

(1) _____ Date: _____
Paul Garrity

(2) _____ Date: 10/13/2013
Aaron M. Jungreis 



CONTRACT OF EMPLOYMENT

ENECSYS LIMITED

and

Paul Garrity

17 May, 2010

A handwritten signature in dark ink, appearing to be "M. D.", located in the bottom right corner of the page.

Harston Mill, Royston Rd, Cambridge, CB22 7GG, UK | Office: +44 (0) 1223 792101 | Fax: +44 (0) 1223 792103

Registered office: c/o Taylor Wessing LLP, 24 Hilla Road, Cambridge CB2 1JP, United Kingdom | Company number 04832321

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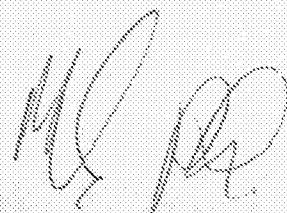
THIS AGREEMENT is made on 17 May, 2010,

BETWEEN

- (1) **ENECSYS LIMITED** (company number 04832321) whose registered office is, c/o Taylor Wessing, 24 Hills Road, Cambridge CB2 1JP UK (the "Company"); and
- (2) **Paul Garrity**
1830 Kelly Lane
Rockwall, TX USA (the "Employee").

1. Commencement of Employment

- 1.1 You will be employed as Vice president of Engineering, reporting to the Chief Executive Officer or such other person as the Company may from time to time determine ("your Manager").
- 1.2 While you will initially be employed by Enecsys Ltd, it is intended that you will be employed by Enecsys Inc, a wholly owned subsidiary of Enecsys Ltd, registered in Delaware. This transition will occur as soon as practical and all terms of this contract shall remain in force.
- 1.3 Your employment will commence as soon as possible but no later than 21 June, 2010 and shall continue until terminated in accordance with the terms of this agreement.
- 1.4 You warrant that any notice period you are required to give or to serve with a previous employer has expired and that, by entering into this contract or performing any of your duties for the Company, you will not be in breach of any other contract, agreement or obligation binding on you.
- 1.5 You warrant that you have the unrestricted right to work in the United Kingdom without any additional immigration approvals and that you have provided the Company with all necessary assistance to enable the Company to comply with its duties under the Immigration Asylum and Nationality Act 2006. You undertake to notify the Company immediately if any such right ceases, or is reasonably expected to cease during your employment and to immediately provide the Company with written details of changes to your personal circumstances that might affect your immigration permission.
- 1.6 You warrant that you are a US Permanent Resident and have the right to work in the United States without any additional immigration approvals and that you have provided the Company with all necessary assistance to enable the Company to comply with its duties under US immigration law. You undertake to notify the Company immediately if any such right ceases, or is reasonably expected to cease during your employment and to immediately provide the Company with written details of changes to your personal circumstances that might affect your immigration permission.
- 1.7 In order for the Company to comply with its duties to prevent illegal working, you are required to notify the Company in writing within five working days of any change in your personal contact details (home address, home telephone number and mobile telephone number).



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- 1.8 You undertake to provide on request, and if necessary at least once in every 12 month period, your original passport and other satisfactory documentary evidence of your right to work in the UK and the US. You acknowledge that your continuing employment with the Company is conditional on compliance with this obligation.

2. Duties

- 2.1 Duties shall be as agreed with your Manager and you agree to faithfully and diligently perform your duties to the best of your ability and use your best endeavours to promote the interests of the Company and any Group Companies for whom you are required to work.
- 2.2 You agree that you shall devote the whole of your time attention and abilities to the performance of your duties during the Company's normal business hours (as set out at clause 10) and at such other times as may reasonably be necessary in the interests of the Company (unless prevented by illness or other incapacity and except as may from time to time be permitted or required by the Company).
- 2.3 You undertake not to harm the reputation of the Company or any Group Member.
- 2.4 You shall ensure that you meet the requirements of any regulatory body or any other entity whose consent or approval is required to enable you to undertake any of your duties.
- 2.5 You shall when requested to do so, fully and promptly give the Company such explanations, information and assistance as it may require relating to the transactions and affairs of the Company and any Group Member of which you shall have knowledge or of which you ought to have knowledge.

3. Outside Interests

- 3.1 For the purposes of avoiding a conflict of interests with your duties under this agreement, you agree that during your employment you will not be employed, engaged, interested or concerned in any trade, business, firm, company or organisation without the prior written consent of your Manager. You may, however, hold (directly or through nominees including your spouse, partner or minor children) by way of bona fide personal investment up to 3% of the issued shares, debentures or other securities of any company whose shares are listed on a recognised investment exchange or dealt in the Alternative Investment Market.
- 3.2 During your employment you will, and will procure that your spouse and minor children will comply with all applicable rules of law, any recognised investment exchange regulations or any Company policy, code or regulations in relation to dealings in shares, debentures or other securities of the Company and any Group Company or relating to any unpublished price sensitive information affecting the securities of the Company, any Group Company or any other company.

4. Place of Work

- 4.1 From the beginning of your employment you will have a full time, temporary assignment at Enecsys' office at Harston Mill, Royston Road, Cambridge CB22 7GG UK. This is estimated to last 3-4 months to effectively take responsibility for the Engineering function at Enecsys and to develop a comprehensive Engineering plan that includes the transition to planned Enecsys facilities to be located in CA. You will lead this activity and participate in site selection in CA as well as plan and execute the

engineering function to be transferred to this new CA site consisting of transfers and new hires. Your permanent employment location will be at this new CA location.

4.2 This new CA site will be your permanent location and you will be expected to undertake your duties there. By mutual agreement you may commute to this location so long as your performance is not impacted.

4.3 You may be required to travel and undertake your duties anywhere in the world.

5. Salary

5.1 As a US Permanent Resident and with permanent location in the US, you will be paid a basic salary at a rate of \$210,000 (two hundred ten thousand US Dollars) per annum, subject to all deductions as a US person for income tax, social security and other taxes and deductions necessary to comply with US law. Your salary will accrue on a day-to-day basis and will be payable monthly in arrears on or about the last day of each month. Your salary is paid in respect of your duties both for the Company and any other Group Company for whom you are required to work.

5.2 You have a target bonus potential of 20% of your basic salary eligible for payment at the end of your 1st anniversary with the Company and annually thereafter. This bonus will be determined on the basis of your performance and the Company's performance and approved by the Board of Directors. A performance plan outline is attached and a part of this Contract.

5.3 The basic salary will be reviewed based on relocation of your principle residence to CA and subject to adjustment based on TX to CA cost of living difference as agreed by both parties. An outline of cost of living difference and method for determination is attached to this Contract. There will be no review of the salary after either party has given notice of termination.

5.4 You will not be entitled to receive any additional remuneration for work performed outside normal business hours for the Company.

5.5 When you join Enecsys, you will receive a conditional sign-on bonus totalling \$75,000 NET. Upon commencement of your employment, you will receive a \$75,000 sign on bonus. Should you voluntarily terminate your employment with Enecsys or be terminated for Cause within your first year, the entire amount (\$75,000) will be due and payable to Enecsys upon termination. If Enecsys terminates your employment for any reason other than Cause within your first year, \$37,500 of this sign-on bonus will be due and payable to Enecsys upon termination, less statutory withholding) will be due and payable to Enecsys upon termination. Cause herein is defined in Paragraph 16, "Termination".

5.6 One calendar day's basic salary is $\frac{1}{365}$ of your annual basic salary.

6. Expenses

6.1 You will be reimbursed for all expenses reasonably and properly incurred by you on the business of the Company or the Group in accordance with the Company's policies provided you produce to the Company such receipts, voucher or other evidence of actual payment of the expenses concerned as the Company may reasonably require from time to time.

- 6.2 In the event that you are required to pay UK tax during the time of your temporary assignment in Cambridge UK, the Company will reimburse you such that your tax burden does not exceed your US tax burden for your US resident state, currently TX.
- 6.3 During your temporary employment period in Cambridge UK, the Company will provide you with an apartment for your accommodation. In addition, a rental car will be provided during the assignment in Cambridge.
- 6.4 From the beginning of your full time permanent employment in CA and prior to the relocation of your principle residence to CA, the Company will provide you with an apartment for your accommodation for a period not to exceed 9 months. During this transition time to CA a rental car will be provided for a period not to exceed 9 months.
- 6.5 The Company will reimburse you for actual expenses incurred by you to move to a new residence in CA to take up your permanent position there. Relocation of your household goods will be reimbursed to a limit of \$15,000. Real estate fees to sell your existing home in TX will be reimbursed to a limit of \$30,000.

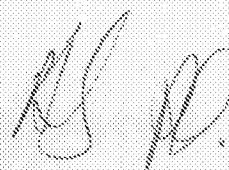
7. Stock Option, Pension and Other Benefits

7.1 Stock Options.

- (a) The Employee shall be granted options to purchase Enecsys common shares up to 1,431,524 shares (1.25% of the full diluted shares of Enecsys Ltd. at the time of this Contract) subject to approval by the Board of Directors.
- (b) The grant of stock options shall be governed by the Rules of the Enecsys Limited Share Option Scheme.
- (c) The price at which you as the holder of vested options may purchase common shares of Enecsys Ltd. as set out in the Scheme shall be the fair market value of shares at the time your options are granted as determined by outside appraisers and HMRC. At the date of this Contract the most recent fair market value assessment was GBP 0.03 per share. This fair market value is reassessed from time to time and may be different on the date your options are granted.

7.2 Defined Contribution Pension Plan.

- (a) You are eligible to participate in a Company Pension Plan to be put in place for the US Company as soon as practical to have effect when the new CA facility is operational and you are working there. This scheme is a 'Defined Contribution' scheme, which means that the value of the fund at retirement is based on the amount contributed and the investment performance of your personal account. This Plan or Enecsys does not provide a guaranteed level of pension.
- (b) Subject to any applicable HM Revenue & Customs requirements and overriding legislation, and similar US regulations, the Company shall match your own contribution at a maximum rate of 5% of your basic salary. This Plan will be effective as of January, 2011.
- (c) The Company reserves the right to withdraw this benefit at any time or to vary the rules applicable to the scheme or the level of Company contributions to the scheme.



7.3 Life Insurance.

The Company shall bear the cost of a term life insurance policy for you, subject to and in accordance with the rules and terms of such life assurance underwriters as may be in force from time to time. This scheme provides benefits on death in service of four times your basic annual salary not to exceed \$500,000. The Company reserves the right to withdraw this benefit at any time or to vary the terms or level of cover at any time.

7.4 Participation in any insurance scheme provided for you under this agreement:

- (a) is subject to its terms and conditions from time to time in force;
- (b) is conditional on you satisfying any applicable requirements of the insurers;
- (c) is subject to you and any insured dependants satisfying the normal underwriting requirements of the relevant insurance provider and the relevant premium being at a rate which the Company considers reasonable.

7.5 The Company shall not have any liability to pay any benefit to you or any dependant under any insurance.

8. Health Insurance

You will arrange health insurance for yourself with coverage and deductibles that are mutually acceptable and you will pay the first \$350 per month of the monthly cost of the policy and the Company will pay the remainder not to exceed \$1000 per month.

9. Hours of Work

9.1 Your position is full time and normal working hours are 40 hours per week however it is expected that you will frequently work longer to accomplish important goals and objectives that have a significant time value. You working hours are typically daytime in the location where you are working. You are required to agree your working hours with your manager.

9.2 The Company may require you to work such additional hours as the Company may determine to be necessary for the proper and efficient performance of your duties.

10. Holidays

10.1 The Company's holiday year runs from 1 January to 31 December.

10.2 You are entitled to 20 days paid holiday entitlement in each holiday year in addition to public holidays. You will be required to save holiday each year which shall be taken by you on such days over the Christmas shutdown period as the Company may determine, unless you are notified otherwise by the Company in any year.

10.3 You will be granted a paid vacation from XX August, 2010 to YY August 2010, a total of 11 days. This will be deducted from your vacation accrual for the year and you agree not to take additional vacation until your vacation accrual becomes positive again

- 10.4 All holiday must be taken at times authorised by your Manager at least two weeks in advance. For the avoidance of doubt Regulations 15(1) to 15(4) of the Working Time Regulations 1998 (dealing with dates when leave is taken) will not apply to your employment.
- 10.5 You may, carry forward any unused part of your holiday entitlement for a given holiday year into the subsequent holiday year. If total unused vacation exceeds 40 days at the end of the year, any amount exceeding 40 days will be paid to you.
- 10.6 For the holiday year during which your employment commences or terminates, your holiday entitlement will be calculated on a pro rata basis according to the number of weeks of completed service in such year.
- 10.7 On the termination of your employment with the Company, the Company may at its discretion:
- (a) require you to take, during your notice period, any or all holiday entitlement which will have accrued to you by the date on which your employment terminates;
 - (b) pay you in lieu of your accrued but unused holiday entitlement, save that, if you are dismissed summarily for Cause, the Company shall be under no obligation to pay you in respect of accrued but untaken holiday entitlement in excess of any minimum holiday entitlement required by law. All pay in lieu of holiday entitlement will be subject to deductions for income tax, employee's national insurance contributions and other deductions required by law; or
 - (c) deduct an amount equal to salary paid to you in respect of holiday taken by you but not accrued by the date on which your employment terminates from any salary or payment in lieu of notice due to you or, in the event that this is insufficient, require you to repay such an amount to the Company.

11. Sickness or Injury

- 11.1 If you are absent from work due to sickness, injury or accident you must notify the Company as soon as possible and in any event before 10.00 am on the first working day of absence.
- 11.2 If you are absent from work for less than seven days you must complete a self-certification form setting out the nature of your illness or incapacity on your return to work. If your absence continues for more than seven days you will, on the eighth day of such absence, submit a doctor's certificate to the Company and continue to submit promptly to the Company doctor's certificates covering any further period of absence.
- 11.3 Provided you comply with the notification and certification procedure set out above, the Company will pay you during such absence the Company will pay your normal basic salary for up to one consecutive calendar month of absence in a calendar year, and then pay you half your normal basic salary for up to three further consecutive calendar months during a calendar year. Thereafter, any Company sick pay is entirely at the discretion of the Company, provided that you shall be entitled to statutory sick pay in accordance with the rules of the statutory sick pay scheme, subject to the Company's right to terminate your employment under this agreement.
- 11.4 Failure to comply with the certification requirements set out above may result in your forfeiting your entitlement to be paid during periods of absence and in your facing disciplinary action.

- 11.5 Any Company sick pay shall include any statutory sick pay payable to you under the prevailing rules of the statutory sick pay scheme. The Company may deduct from Company sick pay an amount or amounts equal to any state benefit to which you are entitled.
- 11.6 The Company reserves the right to require you to undergo a medical examination by the Company's doctor or an independent medical practitioner at any time during a period of absence. You agree that the doctor or independent medical practitioner may disclose to the Company the results of the examination and discuss with the Company and its professional advisers any matters arising from the examination as might impair you from properly discharging your duties. You also authorise your own doctor to provide the Company's doctor and/or independent medical practitioner with any relevant extracts from your medical notes subject to your rights under the Access to Medical Reports Act 1988.

12. Confidentiality

- 12.1 During the course of your employment you will have access to and become aware of information that amounts to a trade secret, is confidential or is commercially sensitive to one or more Group Company (the "Confidential Information"). For the purposes of this agreement Confidential Information shall include, but shall not be limited to:
- (a) corporate and marketing strategy and plans and business development plans;
 - (b) budgets, management accounts, bank account details and other confidential financial data;
 - (c) business sales and marketing methods;
 - (d) all techniques and processes used in relation to products and services;
 - (e) details of products and services being developed, including research and development reports, details of any Group Company's computer technology, applications and systems, computer code and algorithms developed or used, information relating to proprietary computer hardware or software (including updates) and details of intellectual property solutions;
 - (f) methods, procedures and information relating to the operation of any Group Company's business, including details of salaries, bonuses, commissions and other employment terms applicable;
 - (g) the names, addresses and contact details of any customers or Prospective Customers, including customer lists in whatever medium this information is stored and details in relation to the requirements of those customers or the potential requirements of Prospective Customers for any products or services, and without prejudice to the generality of the foregoing, information provided by visitors to and users of any Group Company web sites;
 - (h) the terms of business with any Group Company's advertisers, customers and suppliers, including any pricing policy adopted and the terms of any partnership, joint venture or other form of commercial co-operation or agreement entered into with any third party;
 - (i) software and technical information necessary for the development, maintenance or operation of any website and the source and object code of each website; and



- (j) any information in respect of which any Group Company is bound by an obligation of confidence owed to a third party.

- 12.2 You undertake that you will not, save in the proper performance of your duties for the Company or as directed by the Company, or through any failure to exercise due care and diligence, disclose to any person, firm, company or organisation or use (whether for your own benefit or for the benefit of any person, firm, company or organisation) any of the Confidential Information of or relating to (a) the Company; (b) any Group Company; (c) any client or customer of the Company; (d) any person, firm, company or organisation with whom or which the Company is involved in any kind of business venture or partnership; or (e) any other third party to which the Company or any Group Company owes a duty of confidentiality. Further, you agree to use your best endeavours to prevent the unauthorised publication or disclosure of any Confidential Information.
- 12.3 The restriction in clause 11.2 shall continue to apply after the termination of your employment without limit in point of time, but shall cease to apply to information ordered to be disclosed by a Court or Tribunal of competent jurisdiction or to information which becomes available to the public generally (other than by reason of your breaching this clause). Nothing in this clause 11 will prevent your making a "protected disclosure" within the meaning of the Public Interest Disclosure Act 1998.
- 12.4 Your undertaking to the Company in clause 11.2 is given to the Company for itself and as trustee for each Group Company.

13. Copyright and Design Rights

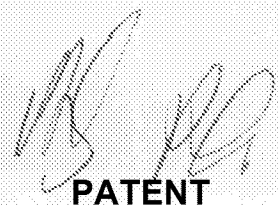
- 13.1 You will promptly disclose to the Company all works in which copyright or design rights may exist which you make or originate either by yourself or jointly with other people during your employment.
- 13.2 Any copyright work or design created by you in the normal course of your employment or in the course of carrying out duties specifically assigned to you (whether or not during working hours or using Company premises or resources), which relate to the affairs of the Company, shall be the property of the Company whether or not the work was made at the direction of the Company, or was intended for the Company and the copyright in it and the rights in any design shall belong absolutely to the Company throughout all jurisdictions and in all parts of the world, together with all rights of registration, extensions and renewal (where relevant).
- 13.3 To the extent that such copyright or design rights are not otherwise vested in the Company automatically upon creation, you hereby assign and shall assign the same to the Company, together with all past and future rights to action relating thereto.
- 13.4 You recognise and accept that the Company may edit, copy, add to, take from, adapt, alter and translate the product of your services in exercising the rights assigned under clause 12.3.
- 13.5 To the full extent permitted by law, you irrevocably and unconditionally waive any provision of law known as "moral rights" throughout the world including, but not limited to any moral rights you may otherwise have under sections 77 to 85 inclusive of the Copyright Designs and Patents Act 1988 in relation to the rights referred to at clause 12.2.
- 13.6 You agree that you will at the Company's request and expense, execute such further documents or deeds and do all things necessary or reasonably required to confirm;

substantiate and where applicable, vest, the rights of the Company under this clause 13 and despite the termination of this agreement for any reason.

- 13.7 You agree to give all necessary assistance to the Company to enable it to enforce its copyright and design rights against third parties, to defend claims for infringement of third party rights and to apply for registration of copyright and design rights, where appropriate throughout the world, and for the full term of those rights.
- 13.8 You hereby irrevocably appoint the Company to be your attorney to execute and do any such instrument or thing and generally to use your name for the purpose of giving the Company or its nominee the benefit of this clause 12.
- 13.9 You agree that you will not at any time make use of or exploit the Company's property, trade marks, service marks, documents or materials in which the Company owns the copyright or the design rights for any purpose which has not been authorised by the Company.

14. Inventions

- 14.1 It shall be part of your normal duties at all times to consider in what manner and by what new methods or devices, products, services, processes, equipment or systems of the Company and each Group Company might be improved, and promptly to give to the Company full details of any invention, discovery, design, improvement or other matter or work whatsoever in relation thereto (the "Inventions") which you may from time to time make or discover during your employment (whether or not during working hours or using Company premises or resources), and to further the interests of the Company in relation to the same. You hereby acknowledge and agree that the sole ownership of the Inventions, all proprietary rights therein and all materials embodying them, discovered or made by you (whether alone or jointly with others) at any time during your employment shall (subject to any contrary provisions of the Patents Act 1977 and the Copyright Designs and Patents Act 1988 and to any rights of a joint inventor thereof) belong free of charge and exclusively to the Company as it may direct. To the extent that they do not vest in the Company automatically upon creation, you will hold them on trust for the Company.
- 14.2 All worldwide copyright and design rights in all the Inventions shall be and remain the property of the Company and the provisions of clause 12 above shall apply in relation to the same.
- 14.3 You agree that you will, at any time during your employment or thereafter, at the Company's expense, do all such acts and things and execute such documents (including without limitation making application for letters patent) as the Company may reasonably request in order to vest effectually any invention and any protection as to ownership or use (in any part of the world) of the same, in the Company or any Group Company, or as the Company may direct, jointly if necessary with any joint inventor thereof.
- 14.4 You agree to give all necessary assistance to the Company to enable it to enforce its rights relating to any Invention against third parties, to defend claims for infringement of third party rights and to apply for registration of rights in any Invention, where appropriate throughout the world, and for the full term of those rights.
- 14.5 You hereby irrevocably appoint the Company to be your attorney to execute and do any such instrument or thing and generally to use your name for the purpose of giving the Company or its nominee the benefit of this clause 13.



- 14.6 You agree that you will not knowingly do or omit to do anything which will or may have the result of imperiling any such protection aforesaid or any application for such protection.

15. Disciplinary and Grievance Procedures

A copy of the Company's disciplinary and grievance procedures are available from Human Resources. These policies do not form part of your contract of employment and may be varied by the Company at any time.

16. Suspension

The Company may at any time suspend you on full pay pending the outcome of a disciplinary investigation or for health reasons. Whilst you are suspended, the Company may impose the same conditions as apply to garden leave under clause 16.

17. Termination

- 17.1 Subject to the remainder of this clause 16, your employment may be terminated by the Company giving to you not less than three months' notice in writing.
- 17.2 You may terminate your employment at any time by giving to the Company not less than three months' notice in writing.
- 17.3 In the event the Company is acquired by an outside entity, for example, another company who purchases a controlling interest (>50%) in the Company, and such outside entity decides to terminate your contract except for Cause, an additional 9 months termination will be paid to the Employee IF the value of the Employee's vested stock options is less than your annual salary at the time of this event.
- 17.4 Notwithstanding any other term of this agreement, the Company may terminate your employment without notice and without any payment in lieu of notice for Cause meaning that you are guilty of gross misconduct, fraud, theft of a material nature from the Company or any Group Company, gross negligence or breach a fundamental term of this agreement.
- 17.5 As an alternative to giving you notice in accordance with clause 16.1, the Company may in its absolute discretion choose to terminate your employment immediately at any time provided that the Company will make you a payment in lieu of notice equivalent to your basic salary over any unexpired period of notice due under clause 16.1 of this agreement, subject to deductions for income tax, employee's national insurance contributions and other deductions required by law.
- 17.6 The Company shall be under no obligation to provide you with work during any period of notice to terminate your employment (or any part thereof), whether given by the Company or by you. During such period the Company may require you:
- (a) to carry out different duties from your normal duties, whether or not this occasions a loss of status;
 - (b) to cease carrying out your duties altogether;
 - (c) not to attend work and may exclude you from any premises of the Company or any Group Company; and/or

- (d) not to have any business dealings or contact with the Company's employees, suppliers, advertisers, customers, Prospective Customers and agents.

You will continue to receive your salary and all contractual benefits provided by your employment during such period. During any garden leave period, you may not be engaged or employed by or take up any office in any other company, firm, business or organisation or trade on your own account or enter into any partnership without the prior written permission of the Company.

17.7 The Company's contractual retirement age and your normal retirement age is 65.

18. Delivery Up of the Company's Property

18.1 You may not save in the proper performance of your duties or with the Company's permission, remove any property belonging to the Company or any Group Company, or relating to the affairs of the Company or any Group Company, from the Company's or any Group Company's premises, or make any copies of documents or records relating to the Company's or any Group Company's affairs.

18.2 Upon the Company's request at any time, and in any event on the termination of your employment, you will immediately deliver up to the Company or its authorised representative, any plans, keys, mobile telephone, security passes, credit cards, customer lists, price lists, equipment, documents, records, papers, or control which belongs to the Company or any Group Company or relates to its or their business affairs. You will at the Company's request furnish the Company with a written statement confirming that you have complied with this obligation.

18.3 If you have any information relating to the Company or the Group or work you have carried out for the Company or any Group Company which is stored on a computer or laptop computer which computer or lap top does not belong to the Company, this must be disclosed to the Company and the Company shall be entitled to down load the information and/or supervise its deletion from the computer or laptop concerned.

19. Duties Upon Termination

19.1 You hereby irrevocably authorise the Company to appoint such person in your place and on your behalf to do all such things and execute all such documents which you are obliged to execute and do under this agreement (including without limitation those documents which may be necessary for, or incidental to, your resignation from office and transfer of shares).

20. Restrictions after Termination of Employment

20.1 For the purposes of this clause the following words have the following meanings:

- (a) "Competing Business" means the carrying on of any business which competes with the research, development and commercialisation of next generation power conditioning systems for energy conversion and with which business you were involved in the period of 12 months prior to the termination of your employment;
- (b) "Restricted Person" means any person who is employed at your termination date or has at any time in the period of twelve months prior to the termination date been:

- (i) employed by the Company; or
- (ii) engaged as a consultant to the Company;

and in either case in a senior executive or a senior technical or senior advisory capacity in the business and who was known to or worked with you during that period.

20.2 You agree that you will not, without the prior written permission of the Company, during your employment or for a period of six months following the termination of your employment whether on your own behalf or on behalf of any individual, company, firm, business or other organisation, directly or indirectly:

- (a) in connection with any Competing Business, solicit or entice away from the Company or any Group Company the business or custom of any customer or Prospective Customer or about which customer or Prospective Customer you are privy to confidential information at the date your employment terminates;
- (b) in connection with any Competing Business, have business dealings or contract with any customer or Prospective Customer of the Company or any Group Company or about which customer or Prospective Customer you are privy to confidential information at the date your employment terminates;
- (c) seek to entice away from the Company or any Group Company any Restricted Person provided that this restriction shall apply regardless of whether the solicitation involves a breach of contract on the part of the director or employee concerned;
- (d) employ or engage or offer to employ or engage any Restricted Person provided that this restriction shall apply regardless of whether the employment involves a breach of contract on the part of the director or employee concerned; or
- (e) endeavour to entice away from the Company or in any way seek to affect the terms of business on which the Company deals with any person, firm, company or organisation whom or which supplied goods or services to the Company during the period of 12 months prior to the termination of your employment.

20.3 Each of the sub-clauses contained in clause 19 constitutes an entirely separate and independent covenant. If any restriction is held to be invalid or unenforceable by a court of competent jurisdiction, it is intended and understood by the parties that such invalidity or unenforceability will not affect the remaining restrictions or the validity of the rest of the Agreement and that if any such restriction would be valid if some part thereof were deleted, such restrictions shall apply with such modification as may be necessary to make them effective.

20.4 You agree that if you receive an offer of employment, consultancy, directorship or other office or partnership during the continuance in force of any of the above, you will prior to acceptance of an offer, provide the party making the offer with copies of this clause and details of your notice period, the restrictions on your use and disclosure of confidential information and the clauses dealing with copyright and inventions. Further, within 48 hours of receiving the aforementioned offer you will notify the Company of the identity of the party making the offer and the terms of the offer.

20.5 You acknowledge that:

- (a) each of the restrictions in clause 19 goes no further than is necessary to protect the legitimate business interests of the Company and any Group Company; and

- (b) the Company is entering into this agreement not only for itself but as trustee for each Group Company and with the intention that the Company and/or any Group Company will be entitled to seek the protection of and enforce each of its restrictions directly against you. If requested to do so by the Company however, you will at any time enter into like restrictions as those contained in this clause 19 (*mutatis mutandis*) with any other Group Company.

20.6 Nothing in this clause 19 shall prohibit you from holding the investments and interests set out in clause 3.1 above.

20.7 Following the date your employment terminates, you will not:

- (a) represent yourself as being in any way connected with the business of the Company or any Group Company (except to the extent agreed by such Company);
- (b) represent, promote or advertise or refer to your previous connection with the Company or any Group Company in such a way as to utilise any of their goodwill;
- (c) carry on, cause or permit to be carried on any business under or using any name, trade mark, service mark, style, logo, get-up or image which is or has been used by the Company or any Group Company, or which in the reasonable opinion of the Company, is calculated to cause confusion with such a name, trade mark, service mark, style, logo, get-up or image or infer a connection with the Company or any Group Company.

21. Security

21.1 All communications, whether by telephone, email, fax, or any other means, which are transmitted, undertaken or received using Company property or on Company premises will be treated by the Company as work related and are subject to interception, recording and monitoring without further notice. You should not regard any such communications as private.

21.2 Interception, recording and monitoring of communications is intended to protect the Company's business interests, for example, but without limitation, for the purposes of quality control, security of communication and IT systems, record-keeping and evidential requirements, detection and prevention of criminal activity or misconduct and to assist the Company to comply with relevant legal requirements. Such interception, recording and monitoring will not be undertaken for prurient interest.

21.3 Intercepted communications may be used as evidence in disciplinary or legal proceedings, including in any such action against you.

21.4 By transmitting, undertaking or receiving communication using Company property or on Company premises you consent to the above terms.

22. Deductions from Wages

Without prejudice to any other rights open to the Company, you agree that the Company may deduct from any wages due to you, (including Company sick pay and any payment in lieu of notice or holiday entitlement) sums representing:

- (a) the value of any Company property negligently or deliberately lost by you;

- (b) the cost of repairing any Company property damaged negligently or deliberately by you;
- (c) the amount of any outstanding loans or advances made to you by the Company;
- (d) any other sums owing from you to the Company;
- (e) any overpayment of salary or expenses or payment made to you by mistake or through misrepresentation;
- (f) and any other sums authorised to be deducted by section 13 of the Employment Rights Act 1996.

23. Data Protection

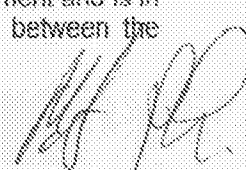
- 23.1 In order to keep and maintain any records relating to your employment under this agreement, it will be necessary for the Company to record, keep and process personal data relating to you on computer and in hard copy form. Examples of personal data include details of your disciplinary record, any grievances raised by you and the contents of your personnel file, together with any sensitive personal data held by the Company such as your religious beliefs, your ethnic or racial origin and information relating to any physical disability or pregnancy. Further in order to pay your salary and offer you the other benefits to which you may be entitled, the Company may also need to obtain from you details of your bank account and other financial information.
- 23.2 To the extent that it is reasonably necessary in connection with your employment and the Company's responsibilities as an employer, this data may be disclosed to others, including other employees of the Company or any Group Company, the Company's professional advisers, the Inland Revenue or other taxation authority, the police and other regulatory authorities.
- 23.3 You hereby consent to the recording, processing, transfer, use and disclosure by the Company of personal data relating to you as set out above, including the recording, processing, use and disclosure of your sensitive personal data to the extent required by reason of your employment or by law and the transmission of such data within or outside the European Union.
- 23.4 The Company may, from time to time, monitor your use of the internet and of email communications received, created, stored, sent or forwarded by you on equipment provided by the Company to you for the performance of your duties where reasonably necessary to check facts relevant to the business, ensure compliance with Company policies and procedures and investigate or detect unauthorised use of the Company system.

24. Collective Agreements

There are no collective agreements which directly affect your terms and conditions of employment.

25. Entire Agreement

- 25.1 This agreement sets out the entire agreement between the Company and you at the date of this agreement in relation to your terms and conditions of employment and is in substitution for and supersedes any previous contract of employment between the



Company and you, which shall be deemed to have been terminated by mutual consent and without giving rise to claims against the Company. You represent and warrant that you are not entering into this agreement in reliance on any representation not expressly set out herein.

- 25.2 The termination of this agreement howsoever arising shall not affect any of the provisions of this agreement which are expressed to operate or have effect or are capable of operation or effect after such termination.
- 25.3 Save as expressly provided in this agreement no term or provision of this agreement shall be varied or modified by any prior or subsequent statement, conduct or act of any party. Both you and the Company may amend this agreement only by letter or written instrument signed by both you and the Company.

26. Notices

Any notice you are required to give under this agreement should be given by you to your Manager. Any notice the Company is required to give you should be handed to you or delivered or posted by special delivery post to your last notified address. These notices will be deemed to have been given on receipt if handed to you or your Manager, when delivered if delivered or posted to your last notified address.

27. Third Parties

This agreement constitutes an agreement solely between the Company and you and, save where otherwise provided, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract for the purposes of the Contracts (Rights of Third Parties) Act 1999.

28. Interpretation

- 28.1 Any reference in this agreement to:

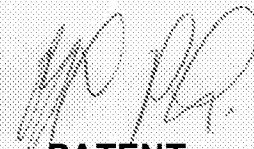
"Board" shall mean the Board of Directors of the Company from time to time or any person or any committee of the Board duly appointed by it;

"Group Company" means the Company and any "group undertaking" (as defined in section 1161 of the Companies Act 2006) of the Company);

"Prospective Customer" means any person with whom the Company (or any Group Company) is in negotiations or is tendering for the supply of its goods and services and with whom you had business dealings on behalf of the Company or any Group Company in the course of the period of 12 months prior to the termination of your employment; and

"Restricted Area" means the United Kingdom and other geographical area in relation to which you carried out your duties for the Company or in respect of which you were responsible during (in both cases) the period of 12 months immediately preceding the termination of your employment with the Company.

- 28.2 The words "include" and "including" and "in particular" shall be construed as being by way of illustration only and shall not limit the generality of the preceding words.
- 28.3 Any Act or delegated legislation includes any statutory modification or re-enactment of it or the provision referred to.



29. Law and Jurisdiction

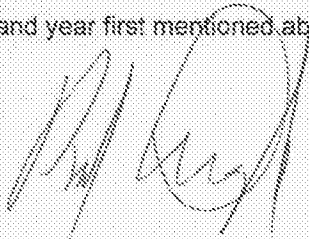
This agreement shall be governed by and construed in accordance with the law of England and Wales and each party to this agreement submits to the non-exclusive jurisdiction of the courts of England and Wales.

Executed and delivered as a deed on the date and year first mentioned above.

EXECUTED as a deed
by the Company

by: Paul Engle, CEO

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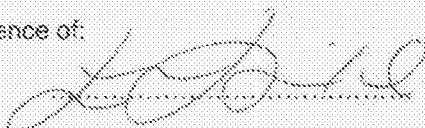
Director

in the presence of:

Witness:

Name:

Address:



NAME: BLISSFIELD

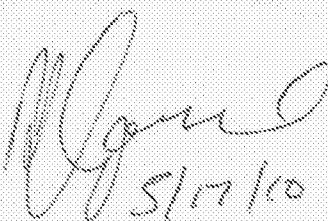
23, FAIRMARINE

SAFFRON WALDEN

ESSEX, CB11 3HR

EXECUTED as a deed by
Paul Gamby

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5/17/10

in the presence of:

Witness:

Name:

Address:



NAME: BLISSFIELD

23, FAIRMARINE

SAFFRON WALDEN

ESSEX, CB11 3HR