

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4356630

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRIEDRICH KOEBLER	10/25/2012
AKSEL NIELSEN	07/08/2013
RECEIVING PARTY DATA	
Name:	SICPA SECURITY SOLUTIONS SA
Street Address:	AVENUE DE FLORISSANT 41
City:	PRILLY
State/Country:	SWITZERLAND
Postal Code:	1008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15530164
CORRESPONDENCE DATA	
Fax Number:	(703)716-1180
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(703) 716-1191
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Address Line 1:	1950 ROLAND CLARKE PLACE
Address Line 4:	RESTON, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	P51023
NAME OF SUBMITTER:	ROBERT W. MUELLER
SIGNATURE:	/Robert W. Mueller/
DATE SIGNED:	04/06/2017
Total Attachments: 22	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : SICPA HOLDING SA

Inventors : Charles FINKEL et al.

Group Art Unit: Not yet assigned

Appln. No. : 15/530,164

Examiner: Not yet assigned

(National Phase of PCT/US2015/034662)

I. A. Filed : June 8, 2015

Confirmation No: 3422

For : *CREATING SECURE DATA IN AN OIL AND GAS SUPPLY CHAIN*

COVER LETTER REGARDING INVENTORS' ASSIGNMENT OF RIGHTS

Commissioner for Patents
U.S. Patent and Trademark Office
Customer Service Window, Mail Stop _____
Randolph Building
401 Dulany Street
Alexandria, VA 22314

Dear Commissioner:

Applicant, SICPA HOLDING SA, has been unable to find or reach after diligent effort Messrs. Friedrich Köbler [or Koebler (in English transliteration)] and Aksel Nielsen, two of the joint inventors in the above-captioned application, to execute an assignment of rights in the subject matter disclosed and claimed in pending U.S. Application No. 15/317,368, which is a U.S. National Stage of International Application No. PCT/US2015/034664 filed June 8, 2015 claiming the priority of International Application No. PCT/US2014/041551 filed June 9, 2014. However, by virtue of Messrs. Köbler and Nielsen signing their respective employment agreements [hereinafter "Köbler Agreement" and "Nielsen Agreement," respectively] with their former employer SICPA Security Solutions SA, Av de Florissant 41, 1008 Prilly, both inventors assigned their respective rights in the pending invention to SICPA Security Solutions SA.

Applicant attaches herewith for recordation, a redacted copy of the signed Köbler Agreement with SICPA Security Solutions SA. In this regard, portions of the agreement that are personal in nature and/or not germane to the assignment of the inventor's rights in this invention

have been redacted. Of particular note, in paragraph 6.2 of this Agreement, under the heading “Assignment of Inventions and Other Intangible Property,” Mr. Köbler acknowledged that during the courses of his employment with SICPA Security Solutions SA, he

will assign and hereby assigns to Employer, or its designee, all his right, title, and interest in and to any and all inventions, developments, designs, concepts, improvements, trade secrets or any other intangible property, whether or not patentable or registrable (Collectively referred to as “Inventions”), which he may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the Employment Period in the performance of his contractual duties. Employee further agrees that he will promptly make full written disclosure to Employer, and will assign and hereby assigns to Employer, or its designee, all his right, title, and interest in and to any and all original works of authorship which are made by Employee (solely or jointly with others) during the Employment Period and which are subject to copyright protection (whether or not registrable).

Köbler Agreement, p. 5, ¶ 6.2 (emphasis added).

Moreover, Applicant attaches herewith for recordation, a redacted copy of the signed Nielsen Agreement with SICPA Security Solutions SA. In this regard, portions of the agreement that are personal in nature and/or not germane to the assignment of the inventor's rights in this invention have been redacted. Of particular note, in paragraph 6.2 of this Agreement, under the heading “Assignment of Inventions and Other Intangible Property,” Mr. Nielsen acknowledged that during the courses of his employment with SICPA Security Solutions SA, he

will assign and hereby assigns to Employer, or its designee, all his right, title, and interest in and to any and all inventions, developments, designs, concepts, improvements, trade secrets or any other intangible property, whether or not patentable or registrable (Collectively referred to as “Inventions”), which he may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the Employment Period in the performance of his contractual duties. Employee further agrees that he will promptly make full written disclosure to Employer, and will assign and hereby assigns to Employer, or its designee, all his right, title, and interest in and to any and all original works of authorship which are made by Employee (solely or jointly with others) during the Employment Period and which are subject to copyright protection (whether or not registrable).

Nielsen Agreement, p. 5, ¶ 6.2 (emphasis added).

In the course of their employment with SICPA Security Solutions SA, Messrs. Köbler

and Nielsen did conceive, create and develop with their co-inventors the subject matter described and claimed in the pending invention.

Applicant submits that, as subject matter described and claimed in the pending application was invented by Messrs. Köbler and Nielsen, along with their co-inventors, in performance of their respective employment agreements with SICPA Security Solutions SA, and as neither employment agreement includes any contrary provisions, SICPA Security Solutions SA is the owner of the pending application and of the subject matter described and claimed therein, as evidenced in the attached redacted Köbler Agreement and in the attached redacted Nielsen Agreement, as set forth above.

Therefore, recordation of the attached documents and the forwarding of a Notice of Recordation evidencing that SICPA Security Solutions SA is the owner of the subject matter described and claimed in the pending application that was made by Messrs. Köbler and Nielsen in performance of their respective Agreements are respectfully requested.

Should there be any questions, please contact the undersigned at the telephone number listed below.

Respectfully submitted,
SICPA HOLDING SA

/Robert W. Mueller/ Reg. No. 35,043
Robert W. Mueller

Neil F. Greenblum
Reg. No. 28394

April 6, 2017
GREENBLUM & BERNSTEIN, P.L.C.
1950 Roland Clarke Place
Reston, VA 20191
(703) 716-1191

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EMPLOYMENT AGREEMENT

Between

SICPA Security Solutions SA

a company established under the laws of
Switzerland, having its registered office at
Avenue de Florissant 41, 1008 Prilly
(hereinafter "Employer")

And

Friedrich Köbler

an individual domiciled at Rue du Chaillet 3B,
2013 Collombier
(hereinafter "Employee")

(individually, a "Party" and collectively, the "Parties")

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This Employment Agreement (this "Agreement") is entered into as of the last date of signature set forth on the signature page by and between the Parties set forth above. The Parties hereby agree as follows:

1. Acceptance of Employment; Duty of Care

- 1.1 Employer hereby employs Employee as Senior Engineering Manager, and Employee hereby accepts such employment on the terms and conditions contained in this Agreement. The position and duties of Employee are further specified in Clause 3.
- 1.2 Employee shall perform the duties entrusted to him with due diligence and protect the interests of Employer in good faith.

2. Term of Employment

- 2.1 This agreement replaces and cancels all previous contractual agreements and is valid from **October 1st 2012**. However it is recognized and accepted that the employment relationship started on January 1st 2011.

3. Position and Duties; Place of Work

- 3.1 During the Employment Period, Employee shall serve as Senior Engineering Manager. Employer may assign Employee such duties, authority and responsibilities as are normally associated with and appropriate for such position, it being understood that Employer is entitled to extend, curtail and/or modify the scope of duties of Employee or to adapt such duties to changing circumstances. Employee shall perform those duties and exercise such powers which are from time to time assigned to or vested in Employee by the Chief Executive Officer, the executive officer to whom Employee reports or that are listed in the relevant work description or in internal regulations of Employer. Employee shall also perform services in a responsible executive or managerial capacity for any of Employer's affiliated companies when and as requested by Employer.
- 3.2 Employee shall report to System Engineering Director or any other person who shall be designated by the System Engineering Director.
- 3.3 At all times during the Employment Period, unless he is on garden leave, Employee shall devote all his working time, attention and energies to the performance of his duties to Employer. The hours of work are such as may be required for the proper performance of Employee's duties, without any additional remuneration or the grant of extra time off or other compensation being due.
- 3.4 The Employer's Personnel Regulations attached hereto and updated by the Employer from time to time form an integral part of this Agreement. For the avoidance of doubt, in case of discrepancy between this Agreement and the rules outlined in the Employer's Personnel Regulations, this Agreement shall prevail (see also Clause 1.1 of the Employer's Personnel Regulations).
- 3.5 Employee shall at all times during the Employment Period strictly adhere to and obey all the rules, regulations and policies now in effect or as subsequently modified or enacted by Employer and provided to Employee in paper form and/or as made available in electronic format on Employer's email or other information systems. Signature of this Agreement is evidence of Employee's acceptance thereof.

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- 3.6 Employee is prohibited to request or accept commissions, payments or other consideration in cash or in kind from suppliers or customers of Employer.
- 3.7 Employee's place of work shall be at Employer's offices in Prilly, Switzerland or such other premises as Employer may reasonably designate. In case of change of the assignment location, Employee shall be given reasonable prior notice. Employee's duties may require Employee to travel on business for Employer to other locations both in Switzerland and abroad. Employee shall be available to travel as the needs of the business require.
- 3.8 The Employee consents that Employer will process Employee's data, for the purpose of administering Employee's employment relationship within Employer and/or for pursuing the legitimate interests of Employer, enabling and facilitating Employer's business. Employee understands and agrees that data may be transferred between Employer's affiliated companies anywhere in the world for the above stated purposes, and/or to third party service providers anywhere in the world, acting on behalf of and on instructions from Employer and who have agreed to keep the data confidential.

4. Compensation and Related Matters

4.1 Base Salary

Employer shall pay Employee a base salary of [REDACTED] S
[REDACTED]
[REDACTED] in accordance with Employer's customary payroll practices. If Employee's Base Salary is increased by Employer, such increased Base Salary shall then constitute the Base Salary for all purposes of this Agreement.

4.2 Short Term Incentive Plan

Employee qualifies for participating in the Short Term Incentive Plan within the SICPA Group. A target bonus currently at the level of [REDACTED] is set based on the SICPA Group Short Term Incentive Plan guidelines as approved or changed every year by Employer. Payment of the bonus will be made in accordance with those guidelines. The bonus will be paid, pro rata temporis, in March of each year in respect of performance for the previous calendar year.

4.3 Additional Benefits

- (a) Accident Insurance. Employer undertakes to provide Employee with an insurance covering the risks of professional and non-professional accidents in accordance with Employer's Personnel Regulations and the applicable legal provisions.
- (b) Retirement Plans. Employer's retirement benefits shall be governed by the regulations of Employer's existing pension funds and the applicable legal provision related thereto. The Employer's pension fund regulations are attached hereto.
- (c) Business, Travel and Entertainment Expenses. Employer shall reimburse Employee for all business and travel expenses against presentation of lawful invoices provided that they were reasonably incurred by Employee when promoting the business of Employer and in performing services hereunder and are accounted

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in accordance with the policies and procedures established by Employer from time to time. Travel expenses shall be incurred in line with Employer's Travel Policy.

- 4.4 Vacation. Employee shall be entitled to the number of vacation days set out in the Personnel Regulation per year pro rata temporis in addition to the public holidays as applicable in Switzerland. Vacations shall be taken at times agreed with Employer. Sufficient notice of intention to take vacation must be given to the executive officer to whom Employee reports and whose prior written agreement to the specific dates is required

5. Termination

- 5.1 This Agreement may be terminated in writing by either Party, at any time, for the end of a calendar month, subject to a notice period of 3 months. During the notice period, Employee shall be entitled to receive the compensation and the other contractual benefits due under this Agreement (including pro rata bonus under the Short Term Incentive Plan). However, if Employee is requested to take garden leave in accordance with Clause 5.2 below, Employee is not entitled to receive the benefits provided for by Clause 4.3 (c) (Business, Travel and Entertainment Expenses).
- 5.2 Once the notice of termination has been given by Employer or Employee, Employer may, at its sole and absolute discretion, require Employee to take garden leave. If applicable, Employee shall return to Employer items such as laptops, mobile phones, company badge and credit card prior to the commencement of garden leave. During the garden leave period, Employer will be under no obligation to vest in or assign to Employee any duties, or accept any services from Employee under this Agreement, and Employer may exclude Employee from any premises of Employer or any other member of the SICPA Group. For the avoidance of doubt, the garden leave period is deemed to be part of the Employment Period for purposes of Clause 8 (Non-Competition). Should the Employee's vacation allowance at the end of the Employment Period be equal to or less than the garden leave, it will be considered taken during such garden leave.

6. Inventions

6.1 Prior Inventions

Employee will provide Employer, by no later than one (1) week following commencement of the Employment Period, with a list describing all inventions, designs, original works of authorship, and any other intangible property - to the extent permissible under confidentiality obligations that may still exist with Employee's former employers - which were made or conceived by him prior to his employment with Employer, which belong to Employee or in which he has an interest, which relate to Employer's proposed business, products or research and development (collectively referred to as "Prior Inventions"). If no such list is provided, Employee shall represent to Employer that there are no such Prior Inventions. If in the course of Employee's employment with Employer, Employee incorporates into an Employer product, process or machine a Prior Invention, Employer is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

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6.2 Assignment of Inventions and Other Intangible Property

(a) Employee agrees that he will promptly make full written disclosure to Employer, and will assign and hereby assigns to Employer, or its designee, all his right, title, and interest in and to any and all inventions, developments, designs, concepts, improvements, trade secrets or any other intangible property, whether or not patentable or registrable (collectively referred to as "Inventions"), which he may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the Employment Period in the performance of his contractual duties. Employee further agrees that he will promptly make full written disclosure to Employer, and will assign and hereby assigns to Employer, or its designee, all his right, title, and interest in and to any and all original works of authorship which are made by Employee (solely or jointly with others) during the Employment Period and which are subject to copyright protection (whether or not registrable).

(b) Employer shall further have the right to acquire any Inventions which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the Employment Period but not while performing his contractual duties. Employee will promptly make full written disclosure to Employer about such Inventions, and Employer shall notify Employee in writing within six months whether it wishes to acquire the right, title, and interest in and to such Inventions. If Employer exercises its option to acquire the right, title, and interest in and to such Inventions, it shall pay Employee an appropriate compensation which shall be determined by taking into account all circumstances.

6.3 Maintenance of Records

Employee agrees to keep and maintain adequate and current written records of all Inventions and original works of authorship made by him (solely or jointly with others) during the Employment Period. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Employer. The records will be available to and remain the sole property of Employer at all times.

6.4 Patent and Copyright Registrations

Employee agrees to assist Employer, or its designee, at Employer's expense, in every proper way to secure Employer's rights in the Inventions, original works of authorship and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to Employer of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments and all other instruments which Employer shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Employer, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, original works of authorship and any copyrights, patents or other intellectual property rights relating thereto. Employee further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers shall continue after the termination of this Agreement.

7. Confidential Information

7.1 Employee recognizes that during the course of his employment with Employer, he may have occasion to conceive, create, develop, review, or receive information that

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is considered by Employer to be confidential or proprietary, including but not limited to information relating to organization, transactions, finances, budgets, plans, inventions, copyrights, patents, designs, trademarks and copyright applications, other intellectual property rights, technical processes, ink and other chemical formulations, improvements, know-how, specifications, drawings, technical data, computer software and source codes, systems, methods of operation, all technology relating to the SICPA group businesses, databases, cost data, process flow diagrams, customer and vendor lists or details, cost and pricing information, bills, ideas, marketing information, any other trade secrets and/or any other written material referring to same (the "Confidential Information"). Both during Employment Period and thereafter:

- (i) Employee agrees to maintain in confidence such Confidential Information unless or until it shall have been made generally public by an act or omission of a party other than Employee.
- (ii) Employee further agrees to use all reasonable precautions to ensure that all such Confidential Information is properly protected and kept from unauthorized persons or disclosure.
- (iii) Employee agrees that he will not, without first obtaining the prior written permission of Employer: (1) directly or indirectly utilize such Confidential Information in non-Employer business or for any other purpose, including the manufacture and/or sale of any product or process or the provision of any service that is based in whole or in part on such Confidential Information; or (2) disclose such Confidential Information to any third party.

7.2 Restitution of documents

Upon termination of Employee's employment with Employer, Employee shall promptly deliver or return to Employer all drawings, manuals, letters, notes, notebooks, reports and copies thereof and all other materials relating to Employer's (or any member of the SICPA Group) business, including without limitation any materials incorporating Confidential Information (both in form of originals and copies), which are in Employee's possession or control. Employee undertakes not to retain any copies of any material or information.

8. **Non-Competition**

- 8.1 Employee shall not, during the Employment Period and for a period of 24 months thereafter, directly or indirectly, own, manage, operate, control, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any entity which competes directly or indirectly with Employer (or any member of the SICPA Group) geographically and by product or service, including [REDACTED]. No compensation whatsoever is due in exchange for this non-compete obligation during the Employment Period, including the garden leave period, if any (see Clause 5.2).
- 8.2 If because of this non-compete obligation no employment has been secured by Employee consistent with this non-compete obligation within thirty (30) days from the date on which the termination is effective (see paragraph (a) below), or in the event that because of this non-compete obligation the employment otherwise available pays less than the Base Salary paid by Employer immediately prior to the date on which the termination is effective (see paragraph (b) below), Employee is

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entitled to notify Employer in writing by registered mail, setting forth in detail the steps taken to obtain employment, including the highest salaried job that is reasonably acceptable to Employee consistent with this non-compete obligation. Employer shall thereupon have the following options, any of which shall be exercised in writing, twenty (20) days after receipt of Employee's written notice:

(a) If because of this non-compete obligation no employment has been secured by Employee consistent with this non-compete obligation within thirty (30) days from the date on which the termination is effective, and Employee can demonstrate with reasonable proof and documentation that he diligently sought employment, then Employer shall pay Employee half of Employee's Base Salary (payable in monthly instalments). Such payment shall cease when Employee secures employment consistent with this non-compete obligation (of which Employee shall promptly notify Employer in writing), subject to paragraph (b) below. Employee agrees to continue making good faith efforts towards obtaining employment consistent with this non-compete obligation while any payments are being made under this paragraph (a), and to provide Employer with reasonable documentation of such efforts at its request. In no event shall the payments made hereunder exceed 24 months from the date of effective termination, and payments may be terminated earlier as set forth herein or as otherwise terminated at Employer's option as set out in paragraph (c) below;


(b) If Employee secures employment consistent with this non-compete obligation but because of this non-compete obligation the total compensation is less than Employee's Base Salary immediately prior to the date on which the termination is effective, then Employer shall make monthly payments to Employee in an amount equivalent to the difference between the said compensation and the Base Salary (calculated on a monthly basis), it being understood, however, that such monthly payment shall not exceed half of the Base Salary (calculated on a monthly basis). In any event, said payments shall cease 24 months from the date of effective termination, and shall be sooner terminated upon Employee obtaining a Base Salary equalling or exceeding the Base Salary immediately prior to effective termination (of which Employee shall promptly notify Employer in writing), or may be sooner terminated at Employer's option as set out in paragraph (c) below; or

(c) Employer shall have the right to release Employee from this non-compete obligation at any time before or during any of the time periods set out in paragraphs (a) or (b) above at its sole option. Any payment made to Employee under paragraphs (a) or (b) above shall cease 3 months from the date of which Employer has released Employee from this non-compete obligation (and shall cease sooner upon Employee obtaining a Base Salary equalling or exceeding the Base Salary immediately prior to effective termination (of which Employee shall promptly notify Employer in writing)).

9. Contractual Penalty


In the event Employee breaches any of the provisions of Clauses 6, or 7 hereinabove, he shall pay to Employer a contractual penalty of 3 months Base Salary for each breach committed. In the event Employee breaches the non-competition obligations pursuant to Clause 8 hereinabove, he shall pay to the Employer a contractual penalty of 12 months Base Salary (both penalties referred

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to as the "Contractual Penalty"). The Contractual Penalty will become due and must be paid irrespective of any proof of damage by Employer. Payment of the Contractual Penalty shall not release Employee from payment of further damages or from compliance with this Agreement and shall in no way limit Employer in the exercise of its rights and claims. Employer shall, in particular, be entitled to require that Employee ceases any activities committed in breach of this Agreement.

10. General

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- 10.1 This Agreement constitutes the entire agreement and understanding between the Parties with respect to the employment of Employee by Employer and shall supersede and replace all prior written and oral agreements or understandings of the Parties relating hereto.
- 10.2 This Agreement may only be modified or amended by a document signed by Employee and Employer. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision.
- 10.3 All matters not otherwise specifically mentioned in this Agreement shall be governed by the general conditions of employment (Personnel Regulations). In case of contradiction between the Agreement and the general conditions of employment, the provisions of this agreement shall prevail.
- 10.4 If any provision of this Agreement is found by any competent authority to be void, invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force. In this event, the Agreement shall be construed and, if necessary, amended in a way to give effect to, or approximate, or to achieve a result which is as close as legally possible to the result intended by the provision hereof determined to be void, illegal or unenforceable.
- 10.5 For the avoidance of doubt, all compensation and other benefits due to Employee under this Agreement shall be subject to all legally or contractually required deductions, and all taxes imposed or levied in connection with any compensation and other benefits received by Employee shall be paid by Employee, including, without limitation, with respect to amounts (e.g., tuition fees) first paid by Employee and then reimbursed by Employer.

11. Governing Law and Jurisdiction

- 11.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of Switzerland.
- 11.2 Any dispute between the Parties arising out of or in connection with this Agreement shall be exclusively brought at the domicile of the Party against whom action is brought, or at the place where Employee usually performs his work.

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Attachments: Personnel Regulations

Employer's pension fund regulations

Travel policy

Internet and E-mail use policy

In witness whereof this Agreement is issued in duplicate, each of which shall be deemed an original and signed by the Parties.

17.10.2012
Place Date

Neuchâtel 25.10.2012
Place Date

Employer

SICPA Security Solutions SA

Employee

Friedrich Köbler

By: [Signature]
Name: Xavier Marguerettaz
Title: Technical Director

[Signature]

By: [Signature]
Name: Stéphane Wiszniak
Title: HR Business Partner

EMPLOYMENT AGREEMENT

Between

SICPA Security Solutions SA

a company established under the laws of
Switzerland, having its registered office at
Av. de Florissant 41, 1008 Prilly
(hereinafter "Employer")

And

Aksel R.T. Nielsen

an individual domiciled at Grand Rue 8, 1204
Genève
(hereinafter "Employee")

(individually, a "Party" and collectively, the "Parties")

This Employment Agreement (this "Agreement") is entered into as of the last date of signature set forth on the signature page by and between the Parties set forth above. The Parties hereby agree as follows:

1. Acceptance of Employment; Duty of Care

- 1.1 Employer hereby employs Employee as Project Manager, and Employee hereby accepts such employment on the terms and conditions contained in this Agreement. The position and duties of Employee are further specified in Clause 3.
- 1.2 Employee shall perform the duties entrusted to him with due diligence and protect the interests of Employer in good faith.

2. Term of Employment

- 2.1 The employment starts on July 15th, 2013, or any earlier date mutually agreed upon in writing by the Parties, and shall continue for an indefinite term (the "Employment Period"). The first three months of employment will be considered as probation period. The validity and effectiveness of this Agreement are conditional upon Employee delivering to Employer an up-to-date criminal record extract that must not contain any fact which could prove detrimental (in Employer's sole opinion) to Employer, its activities or reputation, upon Employee obtaining (with the active support of the Employer) a valid work permit delivered by the competent Swiss authorities and upon the legal possibility to enter employment according to the non competition clause of the current Employer.

3. Position and Duties; Place of Work

- 3.1 During the Employment Period, Employee shall serve as Project Manager. Employer may assign Employee such duties, authority and responsibilities as are normally associated with and appropriate for such position, it being understood that Employer is entitled to extend, curtail and/or modify the scope of duties of Employee or to adapt such duties to changing circumstances. Employee shall perform those duties and exercise such powers which are from time to time assigned to or vested in Employee by the Chief Executive Officer, the executive officer to whom Employee reports or that are listed in the relevant work description or in internal regulations of Employer. Employee shall also perform services in a responsible executive or managerial capacity for any of Employer's affiliated companies when and as requested by Employer.
- 3.2 Employee shall report to the Operations Services Senior Manager or any other person who shall be designated by the Operations Services Senior Manager.
- 3.3 At all times during the Employment Period, unless he is on garden leave, Employee shall devote all his working time, attention and energies to the performance of his duties to Employer. The hours of work are such as may be required for the proper performance of Employee's duties, without any additional remuneration or the grant of extra time off or other compensation being due.
- 3.4 The Employer's Personnel Regulations attached hereto and updated by the Employer from time to time form an integral part of this Agreement. For the avoidance of doubt, in case of discrepancy between this Agreement and the rules outlined in the Employer's Personnel Regulations, this Agreement shall prevail (see also Clause 1.1 of the Employer's Personnel Regulations).
- 3.5 Employee shall at all times during the Employment Period strictly adhere to and

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obey all the rules, regulations and policies now in effect or as subsequently modified or enacted by Employer and provided to Employee in paper form and/or as made available in electronic format on Employer's email or other information systems. Signature of this Agreement is evidence of Employee's acceptance thereof.

- 3.6 Employee is prohibited to request or accept commissions, payments or other consideration in cash or in kind from suppliers or customers of Employer.
- 3.7 Employee's place of work shall be at Employer's offices in Prilly, Switzerland or such other premises as Employer may reasonably designate. In case of change of the assignment location, Employee shall be given reasonable prior notice. Employee's duties may require Employee to travel on business for Employer to other locations both in Switzerland and abroad. Employee shall be available to travel as the needs of the business require.
- 3.8 The Employee consents that Employer will process Employee's data, for the purpose of administering Employee's employment relationship within Employer and/or for pursuing the legitimate interests of Employer, enabling and facilitating Employer's business. Employee understands and agrees that data may be transferred between Employer's affiliated companies anywhere in the world for the above stated purposes, and/or to third party service providers anywhere in the world, acting on behalf of and on instructions from Employer and who have agreed to keep the data confidential.

4. Compensation and Related Matters

4.1 Base Salary

Employer shall pay Employee a base salary of [REDACTED]

[REDACTED] in accordance with Employer's customary payroll practices. If Employee's Base Salary is increased by Employer, such increased Base Salary shall then constitute the Base Salary for all purposes of this Agreement.

4.2 Short Term Incentive Plan

Employee qualifies for participating in the Short Term Incentive Plan within the SICPA Group. A target bonus, currently at the level of [REDACTED] is set based on the SICPA Group Short Term Incentive Plan guidelines as approved or changed every year by Employer. Payment of the bonus will be made in accordance with those guidelines. The bonus will be paid, pro rata temporis, in March of each year in respect of performance for the previous calendar year.

4.3 Additional Benefits

(a) Accident Insurance. Employer undertakes to provide Employee with an insurance covering the risks of professional and non-professional accidents in accordance with Employer's Personnel Regulations and the applicable legal provisions.

(b) Retirement Plans. Employer's retirement benefits shall be governed by the

regulations of Employer's existing pension funds and the applicable legal provision related thereto. The Employer's pension fund regulation is attached hereto.

(c) Business, Travel and Entertainment Expenses. Employer shall reimburse Employee for all business and travel expenses against presentation of lawful invoices provided that they were reasonably incurred by Employee when promoting the business of Employer and in performing services hereunder and are accounted in accordance with the policies and procedures established by Employer from time to time. Travel expenses shall be incurred in line with Employer's Travel Policy.

(d) Other insurance and benefits. Employer shall enrol Employee in the other insurance and benefits provided under the Employer's Personnel Regulations (e.g. insurance covering the payment of salary in case of illness, children allowances...)

Employer provides a company car for the use of the Employee, subject to the Employer's Car Policy.

Employer provides relocation support to the Employee, subject to the Employer's Relocation Policy.

- 4.4 Vacation. Employee shall be entitled to the number of vacation days set out in the Personnel Regulation per year pro rata temporis in addition to the public holidays as applicable in Switzerland. Vacations shall be taken at times agreed with Employer. Sufficient notice of intention to take vacation must be given to the executive officer to whom Employee reports and whose prior written agreement to the specific dates is required

5. **Termination**

- 5.1 This Agreement may be terminated in writing by either Party, at any time, for the end of a calendar month, subject to a notice period of 3 months. During the notice period, Employee shall be entitled to receive the compensation and the other contractual benefits due under this Agreement (including pro rata bonus under the Short Term Incentive Plan). However, if Employee is requested to take garden leave in accordance with Clause 5.2 below, Employee is not entitled to receive the benefits provided for by Clause 4.3 (c) (Business, Travel and Entertainment Expenses).
- 5.2 Once the notice of termination has been given by Employer or Employee, Employer may, at its sole and absolute discretion, require Employee to take garden leave. If applicable, Employee shall return to Employer items such as laptops, mobile phones, company badge and credit card prior to the commencement of garden leave. During the garden leave period, Employer will be under no obligation to vest in or assign to Employee any duties, or accept any services from Employee under this Agreement, and Employer may exclude Employee from any premises of Employer or any other member of the SICPA Group. For the avoidance of doubt, the garden leave period is deemed to be part of the Employment Period for purposes of Clause 8 (Non-Competition). Should the Employee's vacation allowance at the end of the Employment Period be equal to or less than the garden leave, it will be considered taken during such garden leave.

6. Inventions

6.1 Prior Inventions

Employee will provide Employer, by no later than one (1) week following commencement of the Employment Period, with a list describing all inventions, designs, original works of authorship, and any other intangible property - to the extent permissible under confidentiality obligations that may still exist with Employee's former employers - which were made or conceived by him prior to his employment with Employer, which belong to Employee or in which he has an interest, which relate to Employer's proposed business, products or research and development (collectively referred to as "Prior Inventions"). If no such list is provided, Employee shall represent to Employer that there are no such Prior Inventions. If in the course of Employee's employment with Employer, Employee incorporates into an Employer product, process or machine a Prior Invention, Employer is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

6.2 Assignment of Inventions and Other Intangible Property

(a) Employee agrees that he will promptly make full written disclosure to Employer, and will assign and hereby assigns to Employer, or its designee, all his right, title, and interest in and to any and all inventions, developments, designs, concepts, improvements, trade secrets or any other intangible property, whether or not patentable or registrable (collectively referred to as "Inventions"), which he may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the Employment Period in the performance of his contractual duties. Employee further agrees that he will promptly make full written disclosure to Employer, and will assign and hereby assigns to Employer, or its designee, all his right, title, and interest in and to any and all original works of authorship which are made by Employee (solely or jointly with others) during the Employment Period and which are subject to copyright protection (whether or not registrable).

(b) Employer shall further have the right to acquire any Inventions which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the Employment Period but not while performing his contractual duties. Employee will promptly make full written disclosure to Employer about such Inventions, and Employer shall notify Employee in writing within six months whether it wishes to acquire the right, title, and interest in and to such Inventions. If Employer exercises its option to acquire the right, title, and interest in and to such Inventions, it shall pay Employee an appropriate compensation which shall be determined by taking into account all circumstances.

6.3 Maintenance of Records

Employee agrees to keep and maintain adequate and current written records of all Inventions and original works of authorship made by him (solely or jointly with others) during the Employment Period. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Employer. The records will be available to and remain the sole property of Employer at all times.

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6.4 Patent and Copyright Registrations

Employee agrees to assist Employer, or its designee, at Employer's expense, in every proper way to secure Employer's rights in the Inventions, original works of authorship and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to Employer of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments and all other instruments which Employer shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Employer, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, original works of authorship and any copyrights, patents or other intellectual property rights relating thereto. Employee further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers shall continue after the termination of this Agreement.

7. Confidential Information

7.1 Employee recognizes that during the course of his employment with Employer, he may have occasion to conceive, create, develop, review, or receive information that is considered by Employer to be confidential or proprietary, including but not limited to information relating to organization, transactions, finances, budgets, plans, inventions, copyrights, patents, designs, trademarks and copyright applications, other intellectual property rights, technical processes, ink and other chemical formulations, improvements, know-how, specifications, drawings, technical data, computer software and source codes, systems, methods of operation, all technology relating to the SICPA group businesses, databases, cost data, process flow diagrams, customer and vendor lists or details, cost and pricing information, bills, ideas, marketing information, any other trade secrets and/or any other written material referring to same (the "Confidential Information"). Both during Employment Period and thereafter:

(i) Employee agrees to maintain in confidence such Confidential Information unless or until it shall have been made generally public by an act or omission of a party other than Employee.

(ii) Employee further agrees to use all reasonable precautions to ensure that all such Confidential Information is properly protected and kept from unauthorized persons or disclosure.

(iii) Employee agrees that he will not, without first obtaining the prior written permission of Employer: (1) directly or indirectly utilize such Confidential Information in non-Employer business or for any other purpose, including the manufacture and/or sale of any product or process or the provision of any service that is based in whole or in part on such Confidential Information; or (2) disclose such Confidential Information to any third party.

7.2 Restitution of documents

Upon termination of Employee's employment with Employer, Employee shall promptly deliver or return to Employer all drawings, manuals, letters, notes, notebooks, reports and copies thereof and all other materials relating to Employer's (or any member of the SICPA Group) business, including without limitation any materials incorporating Confidential Information (both in form of originals and

copies), which are in Employee's possession or control. Employee undertakes not to retain any copies of any material or information.

8. **Non-Competition**

- 8.1 Employee shall not, during the Employment Period and for a period of 24 months thereafter, directly or indirectly, own, manage, operate, control, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any entity which competes directly or indirectly with Employer (or any member of the SICPA Group) geographically and by product or service, including notably [REDACTED]

[REDACTED] No compensation whatsoever is due in exchange for this non-compete obligation during the Employment Period, including the garden leave period, if any (see Clause 5.2).

- 8.2 If because of this non-compete obligation no employment has been secured by Employee consistent with this non-compete obligation within thirty (30) days from the date on which the termination is effective (see paragraph (a) below), or in the event that because of this non-compete obligation the employment otherwise available pays less than the Base Salary paid by Employer immediately prior to the date on which the termination is effective (see paragraph (b) below), Employee is entitled to notify Employer in writing by registered mail, setting forth in detail the steps taken to obtain employment, including the highest salaried job that is reasonably acceptable to Employee consistent with this non-compete obligation. Employer shall thereupon have the following options, any of which shall be exercised in writing, twenty (20) days after receipt of Employee's written notice:

(a) If because of this non-compete obligation no employment has been secured by Employee consistent with this non-compete obligation within thirty (30) days from the date on which the termination is effective, and Employee can demonstrate with reasonable proof and documentation that he diligently sought employment, then Employer shall pay Employee half of Employee's Base Salary (payable in monthly instalments). Such payment shall cease when Employee secures employment consistent with this non-compete obligation (of which Employee shall promptly notify Employer in writing), subject to paragraph (b) below. Employee agrees to continue making good faith efforts towards obtaining employment consistent with this non-compete obligation while any payments are being made under this paragraph (a), and to provide Employer with reasonable documentation of such efforts at its request. In no event shall the payments made hereunder exceed 24 months from the date of effective termination, and payments may be terminated earlier as set forth herein or as otherwise terminated at Employer's option as set out in paragraph (c) below;

(b) If Employee secures employment consistent with this non-compete obligation but because of this non-compete obligation the total compensation is less than Employee's Base Salary immediately prior to the date on which the termination is effective, then Employer shall make monthly payments to Employee in an amount equivalent to the difference between the said compensation and the Base Salary (calculated on a monthly basis), it being understood, however, that such monthly payment shall not exceed half of the Base Salary (calculated on a monthly basis). In any event, said payments shall cease 24 months from the date of effective termination, and shall be sooner terminated upon Employee obtaining a Base Salary equalling or exceeding the Base Salary immediately prior to

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effective termination (of which Employee shall promptly notify Employer in writing), or may be sooner terminated at Employer's option as set out in paragraph (c) below; or

(c) Employer shall have the right to release Employee from this non-compete obligation at any time before or during any of the time periods set out in paragraphs (a) or (b) above at its sole option. Any payment made to Employee under paragraphs (a) or (b) above shall cease 3 months from the date of which Employer has released Employee from this non-compete obligation (and shall cease sooner upon Employee obtaining a Base Salary equalling or exceeding the Base Salary immediately prior to effective termination (of which Employee shall promptly notify Employer in writing)).

9. Contractual Penalty

In the event Employee breaches any of the provisions of Clauses 6, or 7 hereinabove, he shall pay to Employer a contractual penalty of 3 months Base Salary for each breach committed. In the event Employee breaches the non-competition obligations pursuant to Clause 8 hereinabove, he shall pay to the Employer a contractual penalty of 12 months Base Salary (both penalties referred to as the "Contractual Penalty"). The Contractual Penalty will become due and must be paid irrespective of any proof of damage by Employer. Payment of the Contractual Penalty shall not release Employee from payment of further damages or from compliance with this Agreement and shall in no way limit Employer in the exercise of its rights and claims. Employer shall, in particular, be entitled to require that Employee ceases any activities committed in breach of this Agreement.

10. General

- 10.1 This Agreement constitutes the entire agreement and understanding between the Parties with respect to the employment of Employee by Employer and shall supersede and replace all prior written and oral agreements or understandings of the Parties relating hereto.
- 10.2 This Agreement may only be modified or amended by a document signed by Employee and Employer. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision.
- 10.3 All matters not otherwise specifically mentioned in this Agreement shall be governed by the general conditions of employment (Personnel Regulations). In case of contradiction between the Agreement and the general conditions of employment, the provisions of this agreement shall prevail.
- 10.4 If any provision of this Agreement is found by any competent authority to be void, invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force. In this event, the Agreement shall be construed and, if necessary, amended in a way to give effect to, or approximate, or to achieve a result which is as close as legally possible to the result intended by the provision hereof determined to be void, illegal or unenforceable.
- 10.5 For the avoidance of doubt, all compensation and other benefits due to Employee under this Agreement shall be subject to all legally or contractually required deductions, and all taxes imposed or levied in connection with any compensation and other benefits received by Employee shall be paid by Employee, including,

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without limitation, with respect to amounts (e.g., tuition fees) first paid by Employee and then reimbursed by Employer.

11. Governing Law and Jurisdiction

11.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of Switzerland.

11.2 Any dispute between the Parties arising out of or in connection with this Agreement shall be exclusively brought at the domicile of the Party against whom action is brought, or at the place where Employee usually performs his work.

Attachments: Personnel Regulations

Employer's pension fund regulations

Code of conduct

In witness whereof this Agreement is issued in duplicate, each of which shall be deemed an original and signed by the Parties.

Place

Date

Place

Date

GENEVA

JULY 8, 2013

Employer

SICPA Security Solutions SA

Employee

By: 

Name: Philippe Castella

Title: Operations & Customer Service Director



Aksel R.T. Nielsen

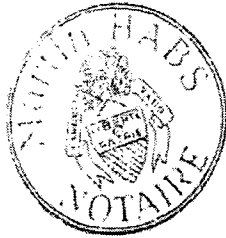
By: 

Name: Roger Monin

Title: HR Business Partner

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Levé une copie vidimée sous N° 7'945.- à 7'948.- de mes actes en brevet.
Lausanne, le cinq juin deux mille quinze.



Brevet N° 8'746.-

Vidimus

Le notaire Martin HABS, à Lausanne (Canton de Vaud, Suisse), atteste que la présente photocopie est conforme in parte qua au document original, qui lui a été présenté et qu'il a restitué au requérant sans se prononcer sur son authenticité, ni sur sa validité.

Lausanne, le dix-sept octobre deux mille seize.



Martin Habs