

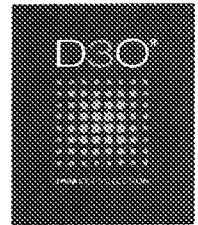
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4459295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK MUENCHINGER	11/18/2014
RECEIVING PARTY DATA	
Name:	DESIGN BLUE LIMITED
Street Address:	69 NORTH STREET
City:	PORTSLADE, EAST SUSSEX
State/Country:	UNITED KINGDOM
Postal Code:	BN41 1DH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29547394
CORRESPONDENCE DATA	
Fax Number:	(402)504-1636
<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:	402-502-1020
Email:	uspto@adventip.com
Correspondent Name:	ADVENT, LLP THE ADVENT BUILDING
Address Line 1:	17838 BURKE STREET
Address Line 2:	SUITE 200
Address Line 4:	OMAHA, NEBRASKA 68118
ATTORNEY DOCKET NUMBER:	10160.0004US01
NAME OF SUBMITTER:	RYAN T. GRACE
SIGNATURE:	/Ryan T. Grace/
DATE SIGNED:	06/14/2017
Total Attachments: 16	
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TERMS AND CONDITIONS OF EMPLOYMENT

This Agreement is made on 6 November 2014

BETWEEN

- (1) **Design Blue Ltd** a company registered in England and Wales under registration number 03792408 whose registered office is at 69 North Street Portslade East Sussex BN41 1DH (hereinafter referred to as "we", "us" or "the Company")
- (2) **Mark Muenchinger** of 9 Guildford Street, Brighton, East Sussex. BN1 3LS. (hereinafter referred to as "you")

Collectively known for the purposes of this Agreement as "the Parties".

1. General

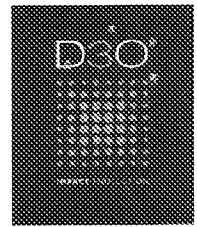
These terms and conditions include the particulars which the Company is required to provide in accordance with the Employment Rights Act 1996.

2. Date of Commencement/Continuous Employment

- 2.1 Your period of continuous employment with the Company will begin on 1st December 2014.
- 2.2 No employment with the Company prior to the aforementioned date will count as part of your period of continuous employment.
- 2.3 In signing this agreement, it shall be deemed that you have accepted all the terms and conditions set out in these Terms and Conditions of Employment. If you have signed or agreed (in writing or verbally) with or to any previous document entitled Terms and Conditions of Employment related to the Company, then these terms will be superseded at the date this Agreement is made. Such superseding of these terms will not effect the conditions under Clause 2.1.

3. Duties

- 3.1 In your job position you will perform all acts, duties and obligations and comply with such orders as may be designated by the Company, which are reasonably consistent with that position.
- 3.2 The Company may from time to time require you to perform duties normally undertaken by others or to take on different or additional duties, however you will not be assigned duties, which you cannot reasonably perform.
- 3.3 You are required to comply with the Company's rules, regulations and policies for its employees from time to time in force. These may take the form of missives or instructions from the offices of the CEO, Finance or the Office Manager, or from a published staff handbook.

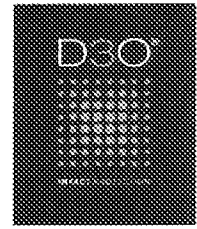


- 3.4 In addition to the above there are a number of responsibilities and duties specific to your role, which are set out in Schedule 2 which also includes your job title and line manager. As part of your service this will be reviewed periodically, usually as part of an annual review to take place in March but may be done on a more frequent basis between either your line manager or the CEO. It is the intention that the outcome of such a review will agree or modify Schedule 2 as it will be applicable until the timing of the next review meeting. Such agreement or modification to be done in writing between the Parties and are effective from the date of this further agreement.
- 3.5 In addition to the duties highlighted in Schedule 2, each review meeting shall set down specific annual objectives that will be deemed part of your duties of service for the relevant year. Such duties will again be agreed in writing and effective from the date of this further Agreement. These specific annual objectives, which may be modified from time to time, will be recorded in Schedule 3 to this Agreement.
- 3.6 Your employment will attract additional bonus payments of up to 15% of your annual remuneration, the criteria to be achieved in order that a bonus payment is made is highlighted in Schedule 4, which may be modified by agreement from time to time. As per Clauses 3.4 & 3.5 these again will be reviewed and amended at each review meeting. At a bonus review in March with the CEO (unless the terms of Schedule 4 dictate otherwise), the criteria for the previous year's bonus will be discussed and the CEO will provide absolute discretion with fair judgement on how successful each particular criteria has been met and apply an amount of bonus remuneration to that criteria. All amounts paid, unless stipulated by Schedule 4, will be paid following the bonus review meeting.
- 3.7 The Company reserves the right, in its absolute discretion, whether to make or not a percentage of the bonus payment discussed in Clause 3.6 under the Company's Share Option Scheme unless any particular regulation within the scheme rules that prevents your participation under the Scheme. For the avoidance of doubt a decision under this Clause is made with each bonus payment earned. If this Clause is in conflict with Schedule 4 then Schedule 4 takes precedence.
- 3.8 The Company reserves the absolute right to amend the Share Option Scheme rules at any time, including but not limited to the terms of option, exercise price and vesting period.

4. Hours of Work

The Company's basic hours of work are 40.0 hours per week. Normal working hours are Monday to Friday from 8.30 to 5.30, including one hour for lunch.

You may be required to work outside these standard hours either as and when requested to do so by the Company and expected to when the proper performance of your duties (so highlighted in the above Clause 3) so requires. There is no entitlement to be paid extra remuneration for any additional hours worked in excess of basic weekly hours, as this obligation has already been taken into consideration in the determination of your salary level.



5. Place of Work

Your place of work is the Company's current premises located in The City of Brighton & Hove. However, the Company envisages potentially relocating its current premises. If the Company relocates its current premises to elsewhere in the South East of England you agree that upon reasonable notice you will carry out your duties from that area. You will also be required to work at any other Company premises within reasonable travelling distance of your home.

In addition, during the course of your employment you will also be required to work at various premises belonging to the Company's customers, and to travel both within the UK and abroad.

6. Remuneration, Expenses and Deductions

6.1 Your basic salary is £60,000 per annum, or as you may subsequently be adjusted following any review meeting between you and your line manager or the CEO. It is payable monthly in arrears on or around the 20th day of each month, or such other date within that month as may subsequently be notified.

6.2 You will be paid or reimbursed for any reasonable expenses properly incurred by you while performing your duties on behalf of the Company, subject to your producing supporting receipts in respect of such expenses when requested by the Company. The Company defines its expectation of reasonable expenses through its expense policy which is held and updated by the Finance department.

6.3 The Company shall be entitled at any time during your employment, or in any event on termination, to deduct from your remuneration or your expenses any monies due from you to the Company.

6.4 In addition to your basic salary, you may, at the absolute discretion of the Company, be awarded in Share Options from 1 January 2015.

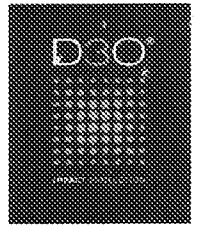
7. Motor Car

You will not be entitled to a car as part of the offer of employment.

8. Holidays

8.1 In addition to the Bank and Public holidays normally observed in England, you are also entitled to 23 working days paid holiday in each complete year provided your basic hours of work are 40 hours or more per week. Holidays are recalculated on a pro-rata basis if your working hours (stipulated in Clause 4) are below 40 hours per week. In addition to this should a Bank or Public Holiday fall on a day you are not scheduled to work then the Company reserves the right not to increase your holiday entitlement by way of substitution for that Bank or Public Holiday. The Company's holiday year is from 1st April to 31st March.

8.2 On the commencement and termination of your employment, you will be treated as having accrued holiday on a pro rata basis for each complete month of service in that holiday year, calculated by reference to your first or last date at work (as appropriate) and holiday entitlement in the year in question. If, on the termination of your

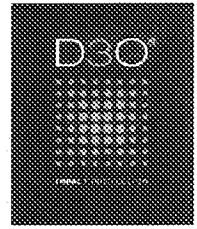


employment, you have exceeded your accrued holiday entitlement, this excess will be deducted from any sums due to you. If you have holiday entitlement still owing the Company may, at its sole discretion require you to take your holiday during your notice period or may pay you a sum in lieu of accrued holiday.

- 8.3 You must obtain the prior approval of your immediate Manager before booking holiday dates. You will not be allowed to take more than two weeks at any one time, save at the CEO's discretion.
- 8.4 Holiday entitlement for one holiday year must be taken in its entirety by the last day of that holiday year, save for five days which may be carried forward into the next twelve months of the following holiday year. Such carry forward days represent the combined total of any holiday entitlement not taken or any Time Off In Lieu repatriated to you over the course of the holiday year. The employee hereby agrees that any number of days remaining for this combined total that exceeds five is deemed to be lost and cannot be claimed. The employee also agrees that any holiday entitlement that relates to a previous year is lost once a period of three months and one day has passed from the end of the holiday year to which the time relates.
- 8.5 In exceptional circumstances, the Company may request that particular days are taken by the employee as holiday, due (for example) to office closure which it will be deemed that the employee automatically agrees to at the point of notification.

9. Sickness Absence

- 9.1 In all cases of absence you must inform your Line Manager or another appropriate person within the Company as soon as practicable (if possible by telephone) on the first day of absence from work and keep the Company informed of your progress and likely date of return to work.
- 9.2 A self-certificate will be accepted by the Company for absences of up to seven days. For periods of sickness of seven consecutive days or more, including weekends, you will be required to obtain a certificate from your doctor and send this to the Company.
- 9.3 Provided you have met the requirements referred to in Clause 9.2 above and the Company is satisfied that your absence is due to genuine incapacity for work, the Company will pay you up to 30 working days' Company sick pay (including SSP where payable) in aggregate during the year from 1st April to 31st March.
- 9.4 You will receive Statutory Sick Pay ("SSP") when you qualify for it and provided that you have met the requirements of Clause 9.2 above. Where Company sick pay and SSP are payable for the same day of sickness, you will receive the higher of the two sums.
- 9.5 If at any time your health gives cause for concern, the Company reserves the right to require you to undergo a medical examination by a doctor or consultant nominated by it, in which event the Company will bear the cost of such examination.
- 9.6 For the avoidance of doubt, the Company reserves the right to terminate your employment under Clause 19 below at any time, notwithstanding that you may be in receipt of Company sick pay.



10. Pension

As an employee you are eligible to be entered into a pension scheme, however at this time the company uses its legal discretion not to contribute to that pension. At such a time when this legal right changes, the company will deduct the legal minimum (unless indicated by you to deduct a greater amount) from your gross salary into a dedicated pension fund for your benefit. The terms, other than these highlighted, of your pension arrangement will exist outside this Agreement. The company will honour any election by yourself to contribute any amount (addition to an amount provided under this Clause) to be directed from your gross salary but again the terms of such an agreement will exist outside the scope of this Agreement.

11. Health Insurance and Other Benefits

11.1 Currently there is a Health Insurance scheme in place for any member of staff at Senior Manager level who are automatically eligible to participate, subject to the terms and conditions of such a schemes from time to time in force. If you do not wish to participate in these schemes, you should advise the Company at such time. For all other types of employee eligibility can be purchased at the cost of the individual scheme cover to the Company.

11.2 Further schemes such as Cycle-to-Work and Childcare allowance are available to all employees subject to their request. The terms and conditions of participation in these schemes exist outside this agreement.

11.3 No other benefit schemes currently exist and notification of future eligibility will occur if and when the time arises. In no case is employee participation in any scheme mandatory, other than those discussed in Clause 10.

11.4 The Company reserves the right to terminate its participation in any scheme or substitute another scheme, or alter the benefits available to you under any of the schemes.

11.5 For the avoidance of doubt, participation in any Company scheme as described in clause 11 is without prejudice to the Company's right to terminate employment for whatever reason and at any time, with or without notice, in accordance with clause 19 below.

12. Maternity Leave

The Company will comply with its statutory obligations in respect of Maternity Leave.

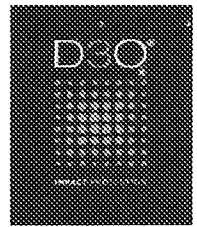
13. Paternity Leave

The Company will comply with its statutory obligations in respect of Paternity Leave.

14. Exclusivity of Service

14.1 You are required to devote your full time, attention and abilities to your job duties during working hours and to act in the best interests of the Company at all times.

14.2 You must not, without the written consent of the Company, be in any way directly or indirectly engaged or concerned in any other business or undertaking where this is or



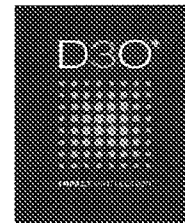
is likely to be in conflict with the interests of the Company or where this may adversely affect the efficient discharge of your duties. However, you may hold up to 5% of any class of securities for investment purposes in any company which is quoted on a recognised Stock Exchange. If the holding is to exceed 5%, the prior approval of the Board of Directors of the Company should be obtained.

15. Confidential Information

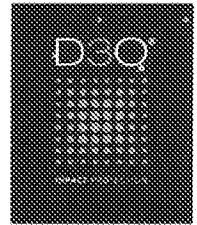
15.1 In connection with its business, the Company will disclose to you certain Confidential Information. Confidential Information shall mean all information, whether commercial, financial, technical or otherwise, disclosed or otherwise obtained by you in connection with the business which is contained in or discernible from any form whatsoever (including without limitation data, drawings, films, documents and computer readable media), whether or not that information is marked or designated as confidential or proprietary and whether or not the information was obtained orally from or pursuant to discussions with the management, other employees or officers of the Company, or any agent, contractor or advisor to the Company. The Confidential Information includes, but is not limited to, information concerning the Company's current and future products and services, its clients and marketing plans, the Company's approach to its business and its discussions and negotiations.

15.2 You acknowledge that the Confidential Information includes commercial assets of considerable value to the Company and you undertake:-

- 15.2.1 to treat all the Confidential Information as confidential;
- 15.2.2 to use the Confidential Information only for the purpose of providing services in accordance with the instructions of the Company and in particular not for any commercial or competitive purpose;
- 15.2.3 not without the Company's prior written consent in each case to communicate or disclose any part of the Confidential Information to any person except only to other employees of the Company on a need to know basis;
- 15.2.4 to ensure that the persons referred to in Clause 15.2.2 are made aware, before the disclosure of the Confidential Information, of its confidential nature and that they owe a duty of confidence to the Company; to ensure that such persons agree to hold the Confidential Information in confidence in accordance with the terms of this Agreement; and to use its best endeavours to ensure that such persons comply with such obligations;
- 15.2.5 to procure, at the Company's request, a separate, signed, confidentiality undertaking in the form provided by the Company for any of the persons referred to in Clause 15.2.2 before disclosure of the Confidential Information;
- 15.2.6 to effect and maintain adequate security measures to safeguard the Confidential Information from unauthorised access, use and misappropriation;



- 15.2.7 to notify the Company promptly of any unauthorised use, copying or disclosure of the Confidential Information of which you become aware and to provide all reasonable assistance to the Company to terminate such unauthorised use and/or disclosure; and
- 15.2.8 not to initiate, or engage in any contact of any kind or deal with any of the customers, suppliers, manufacturers or sub-contractors of the Company that have a connection to its business except with the Company's prior written consent.
- 15.3 The obligations of the confidentiality in Clause 15.2 above shall not apply to any of the Confidential Information where you can satisfactorily document and demonstrate that the Confidential Information concerned:-
- 15.3.1 is or has become publicly known through no fault of yours; or
- 15.3.2 is lawfully received from an independent third party without any restriction and without any obligation of confidentiality as shown by your written records; or
- 15.3.3 is required by law to be disclosed.
- 15.4 All material containing the Confidential Information, including, but not limited to, disks, magnetic tapes, documents, and data file printouts ("the Materials"), shall be and shall remain the property of the Company and shall not be reproduced in whole or part without the Company's express written consent. Any copies of the Materials shall be the Company's property and shall include a notice stating that copyright and all other Intellectual Property rights of whatsoever nature in the Materials are vested in the Company.
- 15.5 At the Company's request, and in any event upon termination of the contract of employment, you shall promptly deliver up to the Company all Materials supplied by the Company or otherwise incorporating any Confidential Information and all copies thereof and destroy or erase any Confidential Information contained in any Materials prepared by or on behalf of you or recorded in any memory device. Within 14 days of such a request or termination of the contact of employment you shall certify in writing to the Company that it has fully complied with its obligations under this Clause 15.5.
- 15.6 You agree not to make any defamatory or derogatory remarks (whether written or orally) about the Company in any publication or promotional materials or otherwise.
- 15.7 Without affecting any other rights or remedies that either party may have, you acknowledge and agree that due to the character of the Confidential Information, damages would not be an adequate remedy for any breach of them and that the Company will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement and that no proof of special damage or special damages shall be necessary for the enforcement of this agreement. Nothing contained in this Clause shall be



construed as a waiver by either party of any other rights, including, without limitation, rights for damages.

16. Intellectual Property

16.1 The definitions and rules of interpretation in this clause apply in this agreement:-

IPRs: Intellectual Property rights created by you in the course of your employment with the Company (whether or not during working hours or using Company premises or resources).

Intellectual Property: patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other Intellectual Property, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

invention: any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

16.2 You acknowledge that all IPRs and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, you hold them on trust for the Company subject to clause 16.4.

16.3 You acknowledge that, because of the nature of your duties and the particular responsibilities arising from the nature of your duties, you have, and shall have at all times while employed by the Company, a special obligation to further the interests of the Company.

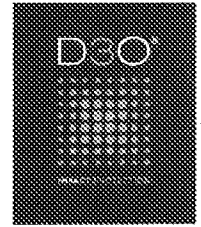
16.4 To the extent that legal title in any IPRs does not vest in the Company by virtue of clause 16.2, you agree, immediately upon a request by the Company to assign them to the Company.

16.5 You agree:

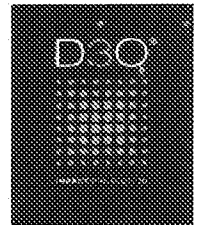
16.5.1 to give the Company full written details of all inventions promptly on their creation;

16.5.2 at the Company's request and in any event on the termination of your employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the IPRs;

16.5.3 not to attempt to register any IPR nor patent any invention unless requested to do so by the Company; and



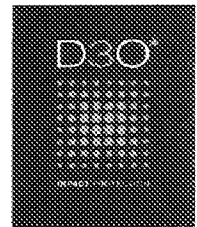
- 16.5.4 to keep confidential each invention unless the Company has consented in writing to its disclosure by you.
- 16.6 You waive all your present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the IPRs, and agree not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.
- 16.7 You acknowledge that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to you in respect of your compliance with this clause. This clause is without prejudice to your rights under the Patents Act 1977.
- 16.8 You undertake to use your best endeavours to execute all documents and do all acts both during and after your employment by the Company as may, in the opinion of the Company, be necessary or desirable to vest the IPRs in the Company, to register them in the name of the Company and to protect and maintain the IPRs and the Inventions. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the IPRs. The Company agrees to reimburse your reasonable expenses of complying with this clause 16.8.
- 16.9 You agree to give all necessary assistance to the Company to enable it to enforce its Intellectual Property rights against third parties, to defend claims for infringement of third party intellectual property rights and to apply for registration of Intellectual Property, where appropriate throughout the world, and for the full term of those rights.
- 16.10 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 16. You acknowledge in favour of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause 16 shall be conclusive evidence that such is the case.
- 17. Grievance Procedures**
The formal grievance procedure policy is available on request from the Office Manager, Finance department or CEO.
- 18. Discipline**
- 18.1 You will be expected to maintain a good standard of work performance and conduct at all times. If standards fall below the reasonable levels acceptable to the Company, you would be liable to disciplinary action, which could ultimately result in dismissal if satisfactory improvements were not forthcoming.



- 18.2 The Company will seek, in a formal meeting to identify key disciplinary issues and work with the employee to correct such issues. Such meetings will be done by formal notice of no less than 24 hours in writing and the employee has the right to elect before such meeting an independent companion to join them for that meeting. If the Company deems following that meeting that remedial action cannot be found or that there have been consistent breaches of discipline then the Company can move to a final written warning and subsequent dismissal.
- 18.3 Further information on the company's Disciplinary procedure is available on request from the CEO, Line Manager or Finance Department.

19 Termination of Employment

- 19.1 Your contract of employment is terminable by you or by the Company on giving the greater of:
 - 19.1.1 one month's written notice for employees not at VP or Director level; or
 - 19.1.2 three month's written notice for employees who are at Senior Management level; or
 - 19.1.3 one week's written notice for each complete year of service up to a maximum of 12 weeks' written notice.
- 19.2 The Company reserves the right to terminate your contract without any notice if it has reasonable grounds to believe you are guilty of gross misconduct or gross negligence. Such gross misconduct shall be taken to include (but not be restricted to) the following:-
 - 19.2.1 Theft or attempted theft from the Company or the Company's customers, suppliers or associated partners.
 - 19.2.2 Fraud.
 - 19.2.3 Causing malicious injury or maiming to the Company's customers, suppliers, employees or associated persons.
 - 19.2.4 Rude, offensive and threatening behaviour to the Company's customers, suppliers, employees or associated persons.
 - 19.2.5 A breach of confidentiality whether it be that of the Company, its customers, suppliers or associated persons.
 - 19.2.6 Malicious damage to property.



- 19.2.7 Negligence resulting in serious loss, damage or injury to the Company, its customers, suppliers or associated parties.
- 19.2.8 Any offering or accepting of a bribe or an inducement or by not complying to the Company's rules on the offering or receiving of hospitality and gifts (details to be made available by your Line Manager).
- 19.2.9 Serious breaches of Health and Safety regulations.
- 19.2.10 The viewing or downloading of offensive, pornographic, illegal or inappropriate material on the internet during normal working hours.

20. Gardening Leave

The Company reserves the right to require you not to attend at work and/or not to undertake all or any of your duties of employment during any period of notice of termination, whether given by you or the Company, provided always that the Company shall continue to pay your salary and provide employee benefits in such circumstances. This Clause is without prejudice to the above Clause 19.

21. Company Property

On the termination of your employment, you must immediately return to the Company in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents (and any copies thereof) and any other property belonging to the Company or its Associated Companies (including but not limited to keys, credit cards and passes) which are in your possession or under your control. You will, if so required by the Company, confirm in writing that you have complied with your obligations under this Clause 21.

22. Restrictions after Termination of Employment

You shall observe the post-termination restrictions set out in the Schedule 1 hereto.

23. Definitions

23.1 "Company" shall include the successors in title and assigns of the Company.

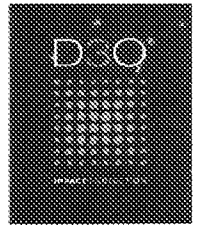
23.2 An "Associated Company" includes any firm, company, corporation or other organisation which:

23.2.1 is directly or indirectly controlled by the Company; or

23.2.2 directly or indirectly controls the Company; or

23.2.3 is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or

23.2.4 is the successor in title or assign of the firms, companies, corporations or other organisations referred to above.



24. Severability

The various provisions and sub-provisions of these Terms and Conditions of Employment and attached Schedule are severable, and if any provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts.

25. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England.

SCHEDULE 1

1. You hereby agree that you will not for a period of 6 months immediately following the termination of your employment, whether on your own behalf or in conjunction with any person, company, business entity or other organisation whatsoever, directly or indirectly:

1.1 solicit or assist in soliciting in competition with the Company, the custom or business of any Customer or Prospective Customer:

1.1.1 with whom you have had substantial personal contact or dealings on behalf of the Company during the Relevant period; or

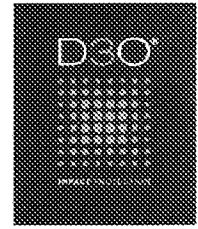
1.1.2 with whom employees reporting directly to you have had personal contact or dealings on behalf of the Company during the Relevant Period;

1.2 accept, or facilitate the acceptance of, or deal with, in competition with the Company the custom or business of any Customer or Prospective Customer within the categories referred to in Paragraph 1.1 above.

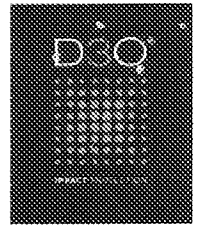
1.3 without prejudice to the generality of paragraph 1.2 above, accept, or facilitate the acceptance of, or deal with, in competition with the Company, the custom or business of Design Blue Ltd or any of its/their associated companies.

2. You hereby agree that you will not for a period of six months immediately following the termination of your employment, either on your own account or in conjunction with or on behalf of any other person, company, business entity or other organisation whatsoever, directly or indirectly:

2.1 induce, solicit, entice or procure, any person who is a Company Employee to leave such employment, where that person is a Company Employee on the Termination Date; or



- 2.2 accept into employment or otherwise engage or use the services of any person who:
- 2.2.1 is a Company Employee on the Termination Date; or
 - 2.2.2 had been a Company Employee in any part of the three months immediately preceding the Termination Date.
3. Paragraphs 1 and 2 above and 4 below will also apply as though references to each Associated Company were substituted for references to the Company. The said paragraphs will, with respect to each Associated Company, constitute a separate and distinct covenant and the invalidity or unenforceability of any such covenant shall not affect the validity or enforceability of the covenants in favour of the Company or any other Associated Company PROVIDED ALWAYS that this Paragraph 3 shall only apply to those Associated Companies to whom you have given your services, or with whom you have been concerned, during the Relevant Period.
4. The following words and expressions referred to above shall have the meanings set out below:
- 4.1 "Customer" shall mean any person, firm, company or other organisation whatsoever to whom the Company has supplied goods or services.
 - 4.2 "Prospective Customer" shall mean any person, firm, company or other organisation whatsoever to whom the Company has made a specific offer in writing to supply goods or services, or to whom the Company has provided details of particular terms on which it would or might be willing to supply such goods or services, or with whom the Company has had negotiations or a course of discussions regarding the possible supply of goods or services.
 - 4.3 "Company Employee" means any person who was employed by the Company or any Associated Company, and with whom you have had substantial personal contact or dealings in performing your duties of employment or who reported directly to you and
 - 4.3.1 who had material contact with Customers or suppliers of the Company in performing his or her duties of employment with the Company or any Associated Company;
 - 4.3.2 who possessed or was likely to possess confidential information during the course of his or her employment with the Company or any Associated Company;
 - 4.3.3 whose duties included research into or development of any product or services or the provision of any technical or product support; or
 - 4.3.4 who was a member of the management team of the Company or any Associate Company.
 - 4.4 "Termination Date" means the date when your employment terminates.



4.5 "Relevant Period" means the twelve months immediately preceding the Termination Date.

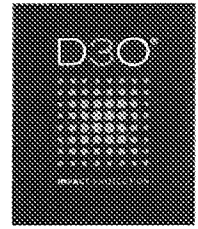
4.6 "Company" and "Associated Company" shall have the meaning ascribed to them in Clause 23 of the Terms and Conditions of Employment.

5. Severability

The provisions in Clause 24 of the Terms and Conditions of Employment regarding severability shall apply equally to this Schedule.

6. Undertaking

You agree that in the event of receiving from any person, company, business entity or other organisation an offer of employment either during your employment with the Company or during the continuance in force of any of the restrictions set out in Paragraphs 1 to 3 above, you will immediately provide to such person, company, business entity or other organisation a full and accurate signed copy of these Terms and Conditions.



SCHEDULE 2:

Job Title: Product Design and Development Manager
Department: Technology
Line Manager: VP Development Projects Manager

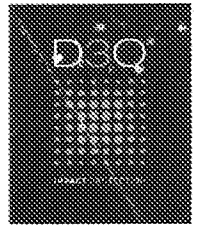
The Role

Your responsibilities will include:

To lead the Product Development team within Technology and take responsibility for all new product developments in accordance with the business strategy. To provide technical direction to the team, ensuring that products are fit for purpose and designed in harmony with D30 principles. Take individual ownership of selected projects and contribute towards the department productivity. Oversee day-to-day management of projects, delivering manufacturable and marketable designs to the agreed brief within time and budget constraints, and the fostering of innovative solutions to meet customer and business needs.

Main Duties

1. Provide leadership to the Product Development team in delivering market defining products, encourage high quality and innovative design solutions
2. Take individual ownership of selected projects and contribute towards the department productivity
3. Oversee DFM and FMEA reviews to ensure products are of high quality, cost effective and manufacturable
4. Carry out regular and detailed reviews of designs and projects to ensure that any problems are immediately addressed with company processes and best practice methods being used effectively and consistently across the team
5. Motivate staff and provide technical direction and guidance
6. Plan, prioritise and delegate workload across the team
7. Ensure regular and accurate reporting of project status to Line Manager and Senior Management
8. Work closely with the Material Development and Testing Managers to ensure alignment with Technology priorities and support
9. Control department spending by ensuring accurate accounting for time and costs per project and monitoring miscellaneous purchases



10. Actively seek continuous improvement throughout Technology including processes, staff progression and department advancement to support long term business objectives
11. Be a student of current industry trends, ensuring that the company maintains and expands its technology leadership position
12. Manage personnel including but not exclusively; performance reviews, staff development, holidays, absences and recruitment
13. Actively engage with the Sales team and customers for potential bespoke product solutions
14. Ensure technical support is provided to other areas of the business
15. Occasional travel to Asia, USA and Europe to support customers and new product introductions

SCHEDULE 3:-

To be Agreed following initial review in 2015.

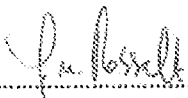
SCHEDULE 4

Bonus structure 2015

To be Agreed following initial review in 2015

[SCHEDULES END]

Issued for and on behalf of Design Blue Ltd.

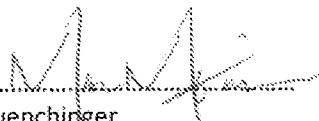
Signed: 
Jeremy Rossall, VP Technology

Date: 13/11/2014

Employee

I hereby warrant and confirm that I am not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Company or performing any of the duties of employment referred to above.

I accept the terms of this Agreement.

Signed: 
Mark Muenchinger

Date: 12/11/2014