

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5339596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DOUGLAS HETHERINGTON	08/09/2015
RECEIVING PARTY DATA	
Name:	TOMTOM INTERNATIONAL B.V.
Street Address:	DE RUIJTERKADE 154, IP CREATION
City:	AMSTERDAM
State/Country:	NETHERLANDS
Postal Code:	1011 AC
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15570678
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	patents@tomtom.com
Correspondent Name:	TOMTOM INTERNATIONAL B.V.
Address Line 1:	DE RUIJTERKADE 154
Address Line 2:	IP CREATION
Address Line 4:	AMSTERDAM, NETHERLANDS 1011 AC
ATTORNEY DOCKET NUMBER:	1086/US/1
NAME OF SUBMITTER:	LOREDANA MARIN
SIGNATURE:	/Loredana Marin/
DATE SIGNED:	01/24/2019
Total Attachments: 8	
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EMPLOYMENT AGREEMENT

THE UNDERSIGNED:

TomTom Sales B.V., domiciled in Amsterdam, hereinafter referred to as "the Employer";

and

Douglas Hetherington, residing at [REDACTED] hereinafter referred to as "the Employee"

HAVE AGREED ON THE FOLLOWING:

1. Position and Location

- 1.1 The Employee is employed by the Employer in the position of **Principal Engineer** in the Consumer organisational unit.
- 1.2 The Employee will devote his/her best efforts, attention and abilities to fulfilling his/her tasks and duties in accordance with the directions, which may be given by his/her manager. The Employee will also undertake other work in addition to his/her job, if this may reasonably be required by the Employer.
- 1.3 You will be required to work from home. While your position will be based in New Zealand, you may be required to travel to the Employer's offices worldwide. Should business needs require, the Employee can be asked to undertake his/her duties from another location, even from another country. By signing this agreement the Employee acknowledges that a transfer to another location or another country due to future changes in the (structure of) the organisation of the Employer is possible

2. Appointment, term and notice

The Employee shall be employed with effect from **1st November 2015**. This agreement has been entered into for an indefinite period of time subject to the termination provisions in this agreement. The Employer acknowledges your continuous service effective from **1st September 2010**.

3. Trial period

No trial period applicable.

4. Salary

- 4.1 The gross annual salary of the Employee amounts to [REDACTED] per year - based on fulltime employment. The gross monthly salary of the Employee, [REDACTED] based on 40.

working hours per week, will be paid 12 times per year in arrears on or about the 24th of the month, net of the statutory deductions, for the duration of the employment.

4.2 The salary can be increased in between times at the Employer's discretion. A salary increase will be confirmed in writing at all times.

4.3 The Employee agrees that deductions may be made from his/her remuneration (including his/her final pay and holiday pay) for time lost through sickness, accident, unauthorised absence, non return of the Employer's property, holidays taken in advance, or for overpayment of salary, or in any other circumstances referred to in this agreement.

5. Hours of Work

The Employee will be employed on a full-time basis, that being 40 hours a week, over five working days. The Employee is expected to perform his/her work so as to promote the interests of the Employer in a proper and professional manner, which may mean that working overtime without additional remuneration is necessary.

6. Bonus

6.1 The Employee will be eligible for a performance related bonus, depending on business and personal performance and based upon set targets. The awarding of a performance related bonus and the amount thereof will at all times be decided by the management of the Employer at its discretion.

6.2 Payment of any bonus is subject to deduction of income tax. The bonus will be prorated if the Employee only works part of the year.

6.3 The entitlement to any bonus in one year does not create any entitlement to a bonus in the following year.

7. Benefits

The Employee is entitled to certain benefits which are mentioned in the Benefits Overview that is attached to this employment agreement. These benefits may be subject to changes if legislation and/or company policy require so.

8. Annual Holidays

The Employee is entitled to 20 working days of annual leave per calendar year based on a full-time employment. The Employee must consult with his/her manager before planning holidays and the Employer's interests needs to be taken into account at all times. If the Employer and Employee are unable to agree on when the Employee's annual holidays will be taken, the Employer will determine the timing on giving the Employee 14 days' notice. The Employee agrees to be paid holiday pay in the pay cycle that relates to the period during which any leave is taken.

9. Public Holidays

9.1 The Employee is entitled to public holidays in accordance with the Holidays Act 2003. The Employee agrees that he/she may be required to work on a public holiday that he/she would otherwise be entitled to.

9.2 For the purposes of the Holidays Act only, where the Employee is required by his/her line manager to work on a public holiday, the Employee will be paid his/her usual salary plus an additional .5 loading for all hours the Employee works. This will be calculated by dividing the Employee's salary by the usual number of working days in a year (260) to provide a nominal daily rate of the Employee's pay. The Employer will also calculate a nominal hourly rate by dividing that number by the Employee's usual daily hours (8), being the usual number of hours worked each day.

9.3 If the Employee is required by the Employer to work on a public holiday which would otherwise be a normal working day for him/her, the Employee will also be entitled to an alternative holiday on pay. This day should be taken at a time to be agreed between the Employee and his/her manager.

10. Sick and Bereavement Leave

10.1 In accordance with the Holidays Act 2003, on completion of six months continuous employment, the Employee will be entitled to:

- (a) five days paid sick leave for each subsequent year of employment. Sick leave may be taken to cover personal sickness or injury, or the sickness or injury of a spouse or person who depends on the Employee for care. Sick leave may be accumulated up to a maximum of 20 days entitlement in any year;
- (b) three days' bereavement leave on the death of the Employee's spouse (or partner), parent, child, brother, sister, grandchild, grandparent, and spouse's (or partner's) parent; and
- (c) one day's bereavement leave on the death of any other person if, after considering relevant factors, the Employer accepts the Employee has suffered a bereavement.

11. Termination

11.1 Notice of termination shall be one month and shall be given in writing by either party. The Employer reserves the right to require the Employee to undertake reduced or alternative duties consistent with the Employee's abilities or require that the Employee does not attend the workplace during the notice period. In that event, the Employee will continue to receive his/her full remuneration for the balance of the notice period, the Employee will remain an employee of the Employer, and will continue to be bound by his/her duties of confidentiality and fidelity. The Employer may also ask the Employee to take outstanding holidays during the Employee's notice period.

11.2 These provisions shall not prevent the Employer from summarily terminating the Employee's employment for serious misconduct.

11.3 In the event that the Employee's employment is terminated by reason of redundancy, the Employee will not be entitled to receive any compensation for redundancy.

12. Employee Protection Provision

12.1 This clause applies to restructuring (as defined in Section 69L of the Employment Relations Act 2000) and therefore will apply where the Employer has entered into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or entity, or where the Employer's business (or part of it) is to be sold or transferred to another person or entity.

12.2 In the event of such a restructuring affecting the Employee's position, the Employer shall, as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of

the business, commence negotiations with the other party involved in the restructuring concerning the impact of the restructuring on the Employee.

- 12.3 In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues, provide the other party with all information about the employees who will be affected by the restructuring (including the Employee), including all details of their terms and conditions of employment, and it will encourage the other party to offer all affected employees employment on generally no less favourable terms and conditions of employment than they currently enjoy with the Employer.
- 12.4 However, whether the other party offers the Employee ongoing employment and on what terms and conditions, will ultimately be the decision of that other party.
- 12.5 In the event that the other party does offer the Employee employment on terms and conditions which are generally no less favourable than the Employee's existing terms and conditions, then the Employee will not be entitled to notice or any redundancy compensation from the Employer, whether or not the Employee accepts that offer.
- 12.6 However, if the Employee is not offered employment, or is offered employment on terms and conditions which are generally less favourable than the Employee's existing terms and conditions and the Employee declines that offer, then the Employee will be entitled to notice as per clause 15 of this agreement.

13. Suspension

Where the Employer considers it necessary for the protection of its operational and business interests, it may require the Employee to undertake reduced or alternative duties consistent with the Employee's abilities or remain away from work, on pay, while it conducts an investigation into the Employee's conduct as an employee, or the Employee's performance. Where any suspension extends beyond two weeks due to matters beyond the Employer's control (such as a police investigation into the Employee's conduct) the suspension may continue without pay.

14. Business Equipment

- 14.1 Depending on the position of the Employee, the Employer can provide the Employee with a laptop computer and/or other equipment, which is and will remain the Employer's property. The Employee will use such equipment in good faith and only for business purposes.
- 14.2 The Employer will provide the employee with a mobile phone, which is and shall remain property of the Employer. The employee shall use the mobile phone in good faith and is allowed, in view of the employee's position, also to use the mobile phone for private purposes, providing the private use shall be reasonable. In case of extraordinary private use the Employer is entitled to cancel the right of private use or to determine a maximum amount for private use, to be determined at the discretion of the Employer.
- 14.3 The Employee will return the equipment to the Employer immediately on request by the Employer in the event the Employee is not able for whatever reason to fulfil his/her duties for a period exceeding one month, without the obligation of the Employer to pay any compensation in relation thereto.

15. Documents and property of the Employer

Upon termination of this agreement or in the situation that the Employee no longer carries out activities for the Employer, irrespective of the reason, the Employee must hand over to the Employer, by return

Immediately, all items belonging to it and/or its affiliated companies, including –but not exclusively– mobile phone, laptop computer and electronic and paper documents, customer lists and books, without retaining copies of them.

16. Non-competition

16.1 During a period of six months after termination of this agreement, the Employee shall not, without the prior written consent of the Employer, globally, directly or indirectly, whether for his own account or for third parties, as an employee or in any other capacity, in any way be employed or involved in activities for the following companies: Garmin, GoPro, Nike, FitBit, Jawbone, Polar, MisFit, Contour, Polaroid, Strava, UnderArmour, Bushnell, Microsoft, Suunto.

16.2 The Employee acknowledges that he/she will receive, in terms of the remuneration package contained in this agreement, consideration for entering into this clause.

17. Clients

17.1 During a period of six months after the termination of this agreement, the Employee shall not, on his/her own account or on behalf of any other person or company, within the sphere of the activities of the Employer and companies affiliated to it, work for existing clients of the Employer or its affiliated companies with whom the Employee has dealt, or with clients who have had business relations with the Employer or its affiliated companies during the last two years of the employment, and with whom the Employee has dealt, without the prior written consent of the Employer.

17.2 The Employee acknowledges that he/she will receive, in terms of the remuneration package contained in this agreement, consideration for entering into this clause.

18. Severability

Should any part of clauses 20 or 21 be held invalid for any reason, the remainder of the agreement shall continue in force and effect as if the invalid provision had been deleted, provided however that the parties to this agreement may negotiate a valid and enforceable provision in replacement of the invalid provision.

19. Confidentiality

Except for the performance of his/her services to the Employer, the Employee shall not during the term of this agreement nor at any time thereafter divulge to any third party any data and/or information of which he/she becomes aware during his/her employment concerning any matter relating to the Employer, its business, its property, its affiliated companies, its employees or its clients, unless required to do so by a court.

20. Other engagements

During this term of agreement, the Employee shall not be directly or indirectly engaged in any other business, trade or occupation whatsoever, unless this is done with the prior written consent of the Employer.

21. Intellectual Property

- 21.1 The Employer shall own all intellectual property rights created by the Employee that relate to the Employer's business or were created in the course of the Employee's duties during the period of employment. Any intellectual property rights or related rights that have arisen or may arise during or at the time of the execution of this agreement shall be transferred automatically and exclusively to the Employer upon their existence or, in case of rights that already exist, as soon as this agreement comes into force.
- 21.2 The Employee undertakes to provide any assistance and cooperation necessary to transfer any such Intellectual property - or related rights to the Employer.
- 21.3 In the event that, for any reason, it is not possible to transfer such Intellectual property - or related right(s) to the Employer, the Employee hereby grants the Employer a worldwide, perpetual, exclusive and irrevocable licence to exploit these intellectual property right(s) or related right(s), including the right to maintain and enforce intellectual property rights or related rights in and outside court and to encumber the intellectual property rights or related rights and to grant sub-licenses. The Employee undertakes to provide to the Employer any assistance and cooperation necessary to obtain said licenses.
- 21.4 The Employee waives his/her rights to exercise his/her moral rights so far as alterations to the work which is subject to any intellectual property right or its title are concerned. The Employee authorises the Employer to exploit the work which is subject to any intellectual property right, without mentioning the name or other indication of the Employee.

22. Health and Safety

As the Employee will be working from home, the Employer will arrange for an occupational health and safety expert (Expert) to visit the Employee's home to set up the Employee's workstation, identify hazards and make recommendations about the Employee's health and safety. The Employee is required to comply with the Employer's health and safety rules and procedures (including the Expert's recommendations) and in particular, to take all practicable steps to ensure the Employee's own fitness for work and safety and the safety of others in the place of work. The Employee must advise the Employer of any medical condition (including stress-related symptoms) which may impact on the Employee's ability to perform their duties safely or effectively. In the event that the Employee fails to comply with the rules and procedures, the Employee may be subject to disciplinary action up to and including dismissal

23. Medical Examination

The Employee agrees that the Employer may, at its expense, require the Employee to undergo a medical examination by a registered medical practitioner or practitioners nominated by the Employer (after the Employer has considered the Employee's wishes in respect of the appointment), and a copy of any medical report(s) produced shall be available to both parties. For the avoidance of doubt, the Employer may exercise this right for the purposes of:

- determining whether granting the Employee ongoing sick leave is appropriate;
- determining whether the Employee's employment should be terminated for incapacity;
- assessing the Employee's fitness for work and/or return to work after a period of sick leave; or
- obtaining a second opinion where the Employee has provided a medical certificate/report.

24. Applicable schemes and policies

- 24.1 All of the Employer's existing and/or future employee benefits schemes are part of the employment conditions of the Employee.

24.2 By signing this employment agreement the Employee confirms he/she has received the following applicable schemes and policies of the Employer, and has taken note of them and agrees with their contents:

- Employee Benefits Overview;
- Compensation Overview;

24.3 The Employee Handbook is published on Intranet and updated regularly in line with the latest legislation. The Employer reserves the right to change any of its policies at its discretion, on reasonable notice to the Employee.

24.4 The Employee declares to have read of the aforementioned documents and to agree with the contents and possible future changes and supplements to these documents.

25. General

25.1 The Employee is aware and agrees that he/she may not undertake legal transactions with third parties on behalf of the Employer, unless he/she has the written permission of one of the directors of the Employer.

25.2 The Employee herewith gives the Employer permission to collect, retain and process personal information about the Employee. Personal information will be held and processed in accordance with the Privacy Act 1993 and will be used for the administration and management of the employment and the Employer may only disclose such information to third parties and transfer it to other countries if, in its opinion, this is necessary for the execution of the employment agreement or the proper conduct of its businesses.

25.3 This agreement will be interpreted in accordance with and shall be governed by the laws of New Zealand.

25.4 The Employee is entitled to take independent advice about the terms of this agreement and he/she is encouraged to do so. The terms and conditions set out in this agreement replace any previous oral or written agreements and understandings between the parties.

26. Employment Problems

If the Employee has any problems in relation to any aspect of his/her employment with the Employer, then the Employee should raise these with his/her manager. If they cannot resolve the matter, the Employee is entitled to use the procedure set out in the Employment Relations Act for the resolution of employment relationship problems. These procedures provide for the Employee to have a representative or the Department of Labour (contact no. 0800 800 863) to assist the Employee to resolve the employment relationship problem. The Employee has 90 days from the date an instance occurs or comes to his/her attention to raise any personal grievance with the Employer.

27. Employment check

27.1 This employment agreement is concluded subject to a positive outcome with regard to a pre-employment check. The Employee is obliged:

- To show the Employer qualification certificates (these will be returned as soon as possible);
- To hand over to the Employer copies of current passport or birth certificate. If the Employee holds a passport of any country other than New Zealand, the Employer will also need to see

proof of right of residence and confirmation that the Employee is able to take up full-time employment in New Zealand.

27.2 By signing this agreement the Employee confirms that:

- (a) he/she will comply with all legal obligations that apply to foreign employees who fulfill employment in New Zealand. For instance, if a residence and/or work permit will be necessary the Employee will make sure that these permits will be received in time. If the Employee, for whatever reason, does not comply with a legal obligation and is therefore not able to work for the Employer in New Zealand, this will be reason for the Employer to suspend the Employee and terminate the employment agreement of the Employee.
- (b) he/she is, with respect to his/her future position with the Employer, not restricted by any obligation, for example a non-competition or client clause whatsoever in an employment agreement or other document with a former or current employer, third company or whatsoever.
- (c) all representations, whether oral or in writing, made by the Employee when applying for this position about his/her qualifications and experience are true and correct. The Employee has not deliberately failed to disclose any matter which may have materially influenced the Employer's decision to employ him/her.
- (d) he/she has been advised to seek independent advice about the terms of this offer and has had sufficient time in which to do so. The Employee acknowledges that he/she fully understands the terms and implications of accepting this offer. In accepting this offer, he/she has not relied on the advice of the Employer or any of its representatives.

This employment agreement can be signed by the Employee and handed over until **15th October 2015**.

Thus agreed and signed in duplicate in:

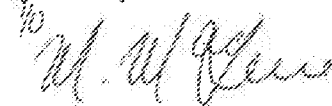
Amsterdam, 16th July 2015

Place: *Surbiten* Date: *09/08/15*

TomTom Sales B.V.

Mr Douglas Hetherington

Arne-Christian van der Tang
SVP Group HR



(Signature)



(Signature)

read and approved

The signature should be preceded by the handwritten words "read and approved"