

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5484475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMIE BELL	03/16/2011
JOHN FOULSHAM	06/01/2009
GARETH ROBERTS	10/09/2018
RECEIVING PARTY DATA	
Name:	PROTEAN ELECTRIC LIMITED
Street Address:	SILVERTREE, UNIT 10B COXBRIDGE BUSINESS PARK
City:	SURREY
State/Country:	UNITED KINGDOM
Postal Code:	GU10 5EH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15521451
CORRESPONDENCE DATA	
Fax Number:	(888)633-0102
<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:	888 491 5630
Email:	vdavis@themasongroup.net
Correspondent Name:	THE MASON GROUP PATENT SPECIALISTS LLC
Address Line 1:	2300 MCDERMOTT RD
Address Line 2:	SUITE 253
Address Line 4:	PLANO, TEXAS 75025
ATTORNEY DOCKET NUMBER:	14251P/WOUS
NAME OF SUBMITTER:	VALERIE M. DAVIS
SIGNATURE:	/Valerie M. Davis/
DATE SIGNED:	04/20/2019
Total Attachments: 27	
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**INDIVIDUAL CONTRACTOR SECRECY AND ASSIGNMENT OF INTELLECTUAL
PROPERTY AGREEMENT**

THIS AGREEMENT DATED 16th March 2011 is made BETWEEN:

1. Jamie Bell whose home address
(you); and

2. **PROTEAN ELECTRIC LIMITED** a Company incorporated in England and Wales under Company registration number 6747884 whose registered office is at c/o Simmons & Simmons, Citipoint, 1 Ropemaker Street, London, EC2Y 9SS (the Company).

BACKGROUND

1. You have been engaged as a contractor under a contract for services (Contract) with the Company.
2. The Company's confidential information is an important asset of the Company.
3. You acknowledge that it is important for the Company to protect its confidential information to the fullest extent, and you are willing to comply with the following provisions, as part of your Contract with the Company.

IT IS AGREED

1. CONFIDENTIAL INFORMATION

1.1 Meaning of Confidential Information

In the course of your engagement under your Contract with the Company you may acquire or develop confidential information concerning the technology, business or activities of the Company. You acknowledge that the Company's confidential information includes, without limitation, the following items unless these have been publicly disclosed by the Company:

- (A) Scientific and technical information, including details of research projects and plans, compounds under development, results and data from trials, and the skills, experience and qualifications of individuals working for the Company;
- (B) Commercial information, including the terms of commercial agreements (and the existence of such agreements), the identity of customers, suppliers and collaborative partners, and buying and selling policies and procedures, contact details, telephone numbers and lists existing on any mobile phone or computer, price lists, prices and any other information which has come

into your possession through the performance of your duties whilst engaged by the Company.

- (C) Strategic and financial information, including business plans, Board decisions, past and current projects and proposals, and unpublished accounts; and
- (D) Third party information, including confidential information relating to any Group Company being any subsidiary or holding company of the Company or any associated company of the Company and information received in confidence from the third party, including information provided by collaborative partners.

1.2 Sensitive Information

- (A) For the purpose of this document, the phrases **Sensitive Information** and/or **Confidential Information** should be considered in the broadest possible sense since it is not practical to provide a definition which anticipates all variations and examples of the types of information collectively described as **sensitive** or **confidential**.
- (B) As a general guide however the following factors should be among those considered in any assessment of the sensitivity of information:
 - (1) Information which seems insignificant to you may be of significance to others;
 - (2) Information which seems insignificant now may become sensitive or significant in the future;
 - (3) Information about a client which appears insignificant to you may nevertheless be considered significant by the client;
 - (4) The expectation of confidentiality is very often an implicit one. The fact that a customer does not openly state that a particular piece of information is sensitive and should therefore be treated in confidence does not alter the fact that confidentiality may be expected.
- (C) Any item of information which comes into your possession and which is not already in the public domain should be treated with rigorous confidentiality even, and indeed especially, where its significance is not immediately apparent.

2. PROPRIETARY INFORMATION

- 2.1 The Company develops and uses a wide variety of proprietary information, information which is capable of being owned. It is accepted by the parties to this Deed that proprietary information includes, but is not limited to, **Flat Motors** and

Generators, Electric Motor Controllers, Motor and Generator Electronic Drives ("Company's Business").

- 2.2 **Flat Motors and Generators** mean any motor or generator which has an axial length less than its diameter. This includes wheel motors as a class of Flat Motor used to act as a wheel whilst simultaneously providing motoring and/or braking force.
- 2.3 **Electric Motor Controllers** means any controller, which may or may not include embedded software and is used to control any type of electric motor or generator in an electric vehicle or traction system application. It further includes the coordinating control of multiple wheel motors in a vehicle for control of vehicle stability and traction.
- 2.4 **Motor and Generator Electronic Drives** means any inverter or power electronics to control Flat Motors and Generators which may or may not include embedded electric vehicle control software.
- 2.5 Other proprietary information may refer to customers, officers or staff and includes (without limitation) formulae, computer programs, computer access information, algorithms, new business plans or ideas, product plans, copyrights, patents, designs, models, marketing plans, financial information and plans, sales and other forecasts, price lists and price information, costs and profit margin information, client lists, flowcharts and documents, research activity (other than reports disseminated to the public) and any document marked **proprietary** or referred to as **proprietary information**.

Proprietary information will in all circumstances be confidential information and must be treated as such.

- 2.6 Proprietary information does not include concepts and knowledge which are, or become, generally available to the industry or the Company which is released to the general public (other than by way of unauthorised disclosures). However material distributed to customers with restrictions against further dissemination remains proprietary information.

3. OBLIGATIONS

- 3.1 You undertake to be careful and diligent so as not to cause any unauthorised disclosure or use of the Company's Confidential Information. During your engagement under your Contract with the Company, and after your Contract with the Company terminates, you undertake that you will not:
- (A) Use, disclose or communicate the Company's Confidential Information to any person; nor
 - (B) Use the Company's Confidential Information other than for the purpose of your specific engagement with the Company under the Contract and then

only for the purpose of the Company's business and as directed by the Company.

4. EXCEPTIONS

4.1 The obligations set out in clause 3.1 shall not apply:

- (A) Where you are authorised to disclose or use the Confidential Information by the Board of Directors of the Company;
- (B) Where you are ordered to disclose the Confidential Information by a court (provided that, if the circumstances permit, you will inform the Company in advance of disclosure and apply to the court to have the Confidential Information treated as confidential by the court);
- (C) To information or knowledge which becomes available for use by the public generally, other than through your default;
- (D) Following the termination of your Contract, to the information which becomes part of your professional skill and knowledge and which does not include confidential information of the Company.

5. COMPANY DOCUMENTS

5.1 You must deliver up to the Company immediately on request, and upon the termination of your Contract, all notes and records (including copies), whether on paper, computer disk or other media, which have been made by you relating to your work for the Company or which contain any of the Company's confidential information. Such papers, computer disks and other media are the Company's property and you must not remove any of them from the Company's premises except as required to fulfil your contractual obligations to the Company under your Contract.

6. RESTRICTIVE COVENANTS

Non Competition

6.1 You shall not during the term of your engagement under the Contract or during the 6 month period after the date of termination of your Contract (however that comes about, other than in the event of default by the Company) in any part of the world, without the prior written consent of the Company, be engaged or be concerned or interested, whether directly or indirectly, and whether as principal, partner, employee, adviser, agent, consultant or otherwise, in any trade or business which is or might reasonably be considered to be competitive with the Company's Business.

For the avoidance of doubt you shall be free to engage in any business in so far as your duties and work in that business shall relate exclusively to work of a kind which is not related to any area in which the Company has developed confidential information and in which you have been involved during your engagement under the

Contract with the Company ("Permitted Business"). Such Permitted Business shall specifically include those activities listed in Schedule 1

- 6.2 You agree that the restrictions set out in clause 6.1 are reasonable and necessary for the protection of the Company's legitimate interests. If any of these restrictions are held by a court to go beyond what is reasonable to protect the Company's legitimate interest, but would be reasonable if parts of the restriction were deleted, or if the restriction were reduced in scope, duration or territory, then such restrictions shall apply with such deletions or reductions in scope, duration or territory.

7. INTELLECTUAL PROPERTY

- 7.1 For the purposes of this clause:

Intellectual Property means all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all patents, patent applications, inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), improvements, developments, discoveries, proprietary information, trade marks, trade mark applications, trade names, rights protecting goodwill and reputation, websites, Internet domain names, logos, art work, slogans, know-how, technical information, trade secrets, processes, designs (whether or not registrable and whether or not design rights subsist in them), utility models, copyright, works in which copyright may subsist (including computer software and preparatory and design materials therefor), topography rights, database rights, and all works protected by rights or forms of protection of a similar nature or having equivalent effect anywhere in the world.

- 7.2 Subject to the provisions of the Patents Act 1977, the Registered Designs Act 1949 and the Copyright Designs and Patents Act 1988, if at any time in the course of your engagement under the Contract with the Company, you make or discover or participate in the making or discovery of (or have, since the date of the commencement of your Contract, made or discovered or participated in the making or discovery of) any Intellectual Property arising out of the work undertaken under the Contract, full details of the Intellectual Property shall immediately be disclosed in writing by you to the Company and the Intellectual Property shall be the absolute property of the Company. At the request and expense of the Company, you shall give and supply all such information, data, drawings and assistance as may be necessary or in the opinion of the Company desirable to enable the Company to exploit the Intellectual Property to the best advantage (as decided by the Company), and shall execute all documents and do all things which may be necessary or in the opinion of the Company desirable for obtaining patent or other protection for the

Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.

- 7.3 In relation to the discovery or creation of Intellectual Property in the course of your engagement under the Contract, you irrevocably appoint the Company to be your attorney in your name and on your behalf to sign, execute or do any such instrument or thing and to use your name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause 7.
- 7.4 If you make or discover or participate in the making or discovery of (or have, since the date of the commencement of your Contract, made or discovered or participated in the making or discovery of) any Intellectual Property during the course of your engagement under the Contract by the Company which either relates to the business or activities of the Company or any Group Company from time to time or in any way uses, incorporates or depends upon the research, know-how, technology, trade secrets or any confidential information belonging to the Company or any Group Company but which is not the property of the Company or any Group Company under this clause 7 you shall immediately communicate full details of such Intellectual Property to the Company and the Company shall (subject only to the provisions of the Patents Act 1977) have the right to acquire for itself or its nominee your rights in the Intellectual Property within 3 (three) months after such disclosure on fair and reasonable terms as shall be determined by the Company.
- 7.5 If during the course of your engagement under the Contract you shall at any time make or discover, or participate in the making or discovery of (or have, since the date of the commencement of your contract, made or discovered or participated in the making or discovery of) Intellectual Property which belongs to the Company then you shall not without the written consent of the Company apply for patent or other protection for the Intellectual Property either in the United Kingdom or elsewhere, and shall not do anything which might adversely affect the Company's right to obtain patent or other protection therefore, without the company's express written permission.
- 7.6 You hereby assign to the Company (by way of prospective assignment in respect of those works and designs not already in existence) the copyright and rights in designs (whether registered or unregistered) and other proprietary rights (if any) for the full terms thereof throughout the world in respect of all copyright works and designs originated, conceived or made by you in the course of your engagement under the Contract. You hereby expressly waive any and all of your moral rights and rights of a similar nature (including the rights conferred by Sections 77, 80 and 84 of the Copyright, Designs and Patents Act 1988) in respect of all copyright works created by you during the course of your engagement under the Contract and owned by the Company.
- 7.7 Where Intellectual Property the subject of this clause is originated, conceived or made by you jointly with one or more others then the provisions of this clause shall apply to the full extent of your contribution thereto or interest (if any) therein.

7.8 You shall not use the Company's Intellectual Property, including but not limited to such Intellectual Property as is the property of the Company by virtue of this clause 7, nor shall you permit its use, other than for the purpose of the Company's business and as directed by the Company.

7.9 Rights and obligations under this clause shall continue in force after termination of this Agreement in respect of Intellectual Property made or discovered during your engagement under the Contract with the Company and shall be binding upon your heirs, and successors, assigns and representatives.

8. SEVERABILITY

If any provision of this Agreement is, or becomes, prohibited by law or is judged by a Court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Agreement.

IN WITNESS whereof this Agreement has been executed and delivered as a deed on the date first before written.

Signed and delivered as a deed by
Jamie Bell

in the presence of:

Lucy Munro.....

Name of witness:
Address of witness:

Signed and delivered as a deed by
PROTEAN ELECTRIC LIMITED acting by
Jon Meyer

in the presence of:

Lucy Munro.....

Name of witness:
Address of witness:

*57 Denzil Rd,
Guz 7NG.*

Schedule 1

Permitted Business Activity

1.

Initial _____

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned:

Inventor	Address
Gareth Roberts	School House Heighton Road, South Heighton, BN9 0HL, United Kingdom
Jamie Bell	72 Mickle Hill, Little Sandhurst, Berkshire GU478QU, United Kingdom
John P. Foulsham	61 Westover Road, Fleet, Hampshire, GU51 3DE United Kingdom

(hereinafter called the "Assignor"), hereby sells, assigns and transfers to:

PROTEAN ELECTRIC LIMITED
 Silvertree,
 Unit 10B Coxbridge Business Park,
 Alton Road,
 Farnham,
 Surrey
 GU10 5EH
 United Kingdom

(hereinafter called the "Assignee"), its successors, assignees, nominees or other legal representatives, the Assignor's entire right, title and interest in and to the invention entitled:

A STATOR FOR AN ELECTRIC MOTOR OR GENERATOR

described and claimed in the following patent application:

Identified as Attorney Docket No. 14251P/WOUS, and also as the US National Phase of PCT Application No. PCT/IB2015/058068, filed October 31, 2014, and as the US Application number 15/521,451, filed April 24, 2017;

and in and to said Patent Application, and all original and reissued Patents granted therefore, and all divisions and continuations, reexaminations, extensions and substitutes thereof, and any right, title and interest in provisional, regional, or national applications to which said application claims priority, including the right to apply and obtain Patents in all other countries, the priority rights under International Conventions, and the Letters Patent which may be granted thereon;

Assignor further agrees to execute upon request any other lawful documents and likewise to perform any other lawful acts that may be deemed necessary to secure fully the aforesaid invention(s) to Assignee, their successors, assigns, and legal representatives, but at Assignee's expense, including the execution of non-provisional, continuation, divisional, reissue, reexamination, extension, substitution, or corresponding foreign or international patent applications; and

Assignor hereby further agrees to provide statements or testimony in any interference or other proceedings in which said invention(s) or any patent application or patent directed thereto may be involved.

Signed this 9 day of Oct 2018

G. Roberts
 Gareth Roberts

Witness 1 Signature C. J. ORTE
 Witness 1 Name

9/10/18
 Date

Witness 2 Signature T. SMITH
 Witness 2 Name

9/10/18
 Date

Signed this _____ day of _____ 2018

Jamie Bell

Witness 1 Signature _____
Witness 1 Name _____ Date _____

Witness 2 Signature _____
Witness 2 Name _____ Date _____

Signed this _____ day of _____ 2018

John P. Foulsham

Witness 1 Signature _____
Witness 1 Name _____ Date _____

Witness 2 Signature _____
Witness 2 Name _____ Date _____

CONTRACT OF EMPLOYMENT

THIS CONTRACT is made on 1st June 2009 between:

- (1) **PROTEAN ELECTRIC LIMITED** whose registered office is c/o Simmons & Simmons, Citypoint, 1 Ropemaker street, London EC2Y 9SS (the **Company**); and
- (2) John Foulsham of _____ (the **Employee**).

1. START DATE AND PROBATIONARY PERIOD

- 1.1 Your employment with the Company started on 23rd February 2009 (the **Employment**).
- 1.2 Your period of continuous employment with the Company began on 23rd February 2009.
- 1.3 The first three months of your Employment will be a probationary period. During the probationary period your Employment may be terminated by either party giving one week's notice served at any time during the first three months of your Employment and the Company's disciplinary procedure shall not apply to you. At the end of the probationary period your appointment will be confirmed if your performance has been satisfactory. If your performance has not been successful, the Company reserves the right to either extend your probationary period or terminate your Employment on one week's notice.

2. JOB TITLE/DUTIES

- 2.1 You are employed as a Manufacturing Engineering Manager, or in another similar capacity, as determined by the Company.
- 2.2 You will report to the VP Operations or such other person as is nominated from time to time to be your manager (your **Manager**). You will at all times act in the best interests of the Company and any "holding" or "subsidiary" company of the Company as those terms are defined in the Companies Act 1985 (**Group Company**).
- 2.3 Your duties may be amended by the Company from time to time or you may be required to undertake additional duties in order to meet the Company's business needs.

3. PLACE OF WORK

- 3.1 Your normal place of work will be the Company's offices in Alton, Hampshire, or such other premises within a radius of 15 miles of Alton, Hampshire, as the Company may reasonably determine.

3.2 The Company may from time to time require you to travel to and work at other places within the United Kingdom.

3.3 You will not be required to work outside the UK for more than one month at a time without prior discussion. Anticipated periods of more than one month will be discussed with you.

4. HOURS OF WORK

4.1 You are required to work a 37.5 hour week. Your core working hours during which you must attend the Company's offices are between 10:00 am and 4:00 pm Monday to Friday, with half an hour for lunch break on each day. Your manager will determine your hours outside of these core hours. You may also be required to work additional hours to meet the Company's business needs.

4.2 You will not be paid for overtime.

4.3 You agree that the limit on working time in Regulation 4(1) of the Working Time Regulations 1998 will not apply to your Employment. Please also sign the opt out agreement enclosed with this Contract to signify your agreement. You may give three months' written notice to the Company if you wish to revoke your agreement to this opt-out.

5. REMUNERATION

5.1 Your base salary will be _____ per annum. You will be paid monthly in arrears by credit transfer to your bank account. Your base salary is reviewable annually.

6. SICKNESS

6.1 Provided you comply with the Company's sickness reporting procedures, details of which are set out in the Absence and Sick Pay Policy, the Company will pay you sick pay as follows:

Length of continuous service	Full pay	Half pay
Less than 12 months	for 4 weeks absence in any 12 month period	for the next 5 weeks absence in any 12 month period
More than 12 months but less than 2	for 8 weeks absence in any 12 month period	for the next 8 weeks absence in any 12 month period

years		
2 years of more	for 12 weeks absence in any 12 month period	for the next 12 weeks absence in any 12 month period

6.2 These amounts are inclusive of any entitlement to Statutory Sick Pay (**SSP**). Your qualifying days of employment for the purposes of SSP are Monday to Friday.

6.3 The Company reserves the right to pay/suspend sick pay in its sole discretion. Any further payments will be at the Company's discretion.

6.4 A doctor's certificate covering the full period of absence must be provided in order to qualify for the sickness benefits provided for in this clause 6.

7. HOLIDAYS

7.1 You are entitled to 25 days paid holiday in each holiday year, in addition to bank and public holidays. The Company reserves the right to require you to take 3 or 4 days of your holiday entitlement during the Christmas shut down period. The Company will notify you of the number of days and dates in January each year.

7.2 The holiday year runs from 1st. January to 31st. December and holiday accrues at the rate of 2.08 days per month.

7.3 All holidays must be approved in advance by your Manager as per the Company's Holiday Entitlement Policy.

7.4 At the end of each holiday year, you may, at the discretion of your Manager, be able to carry over to the following holiday year up to 5 days of untaken holiday. This must be taken within the first 3 months of the new holiday year.

7.5 The Company reserves the right to deduct from any payments due to you an amount in respect of holidays taken in excess of your accrued annual entitlement.

7.6 In the holiday year in which your Employment starts and ends your holiday entitlement will be reduced to reflect the number of complete months which you work.

7.7 When your Employment ends, you will be paid for accrued but untaken holiday. The Company reserves the right to deduct from any payments due to you an amount in respect of holidays taken in excess of your accrued entitlement. Holiday pay will be calculated at the rate of 1/365ths of your annual salary per day.

7.8 Please refer to the Company's Holiday Entitlement Policy for further guidance.

8. PENSION

- 8.1 You will be entitled to join the Company's Group Personal Pension plan with Aviva once you have successfully completed your probationary period set out above. The Company will match any contribution that you make, subject to you contributing a minimum of 3% of your base salary and up to a maximum Company contribution of 7%.
- 8.2 No contracting out certificate is in force in relation to the Employment.

9. LIFE ASSURANCE

- 9.1 The Company will provide you with life assurance cover to assure a sum equal to four times your annual basic salary, payable if you die during the Employment subject to HM Customs & Revenue limits and to clause 11 (*Conditions Applicable to Insured Benefits*).

10. PRIVATE MEDICAL INSURANCE SCHEME

- 10.1 Subject to clause 11 (*Conditions Applicable to Insured Benefits*), you and your partner and dependents aged 18 years and under and still in full time education are eligible to join the Company's private medical insurance scheme.

11. CONDITIONS APPLICABLE TO INSURED BENEFITS

- 11.1 The terms of this clause 11 apply to the benefits referred to in clauses 9 (*Life Assurance*) and 10 (*Private Medical Insurance*) (the **Insured Benefits**).
- 11.2 Your participation in the Insured Benefits is subject to the terms of the relevant scheme in force from time to time. You acknowledge that the decision on whether, and if so, to what extent, benefits may be provided to you in respect of Insured Benefits will be taken by the scheme insurer. You agree that you will have no claim against the Company or any Group Company relating to the provision of Insured Benefits.
- 11.3 Your participation in the Insured Benefits (and any other insurance-related benefit scheme in which you may participate from time to time) is subject to the normal underwriting requirements of the relevant scheme in force from time to time.
- 11.4 You will not be eligible for any Insured Benefit in respect of which cover is not available from the Company's chosen insurer or is only available from such insurer subject to additional premiums or conditions.
- 11.5 Eligibility for some benefits is conditional on you being an employee of the Company either at a specified time (or times), or for a period (or periods) in respect of which benefit is paid. For the avoidance of doubt, the Company may dismiss you at any time, and for any reason in accordance with the terms of this Contract even if this results in you losing any current or prospective entitlement to any Insured Benefits.

- 11.6 The Insured Benefits are provided subject to the terms, including for the avoidance of doubt, eligibility criteria, of the insurance policies taken out by the Company and in force from time to time. The Company will not provide any Insured Benefit if the relevant insurer does not accept its liability to make the relevant payment under the terms of the relevant policy. Copies of the relevant policies are available on request.
- 11.7 Third party providers (e.g. insurers or pension providers) may from time to time provide additional information to you. The Company does not accept responsibility for the accuracy of any such third party information and such information does not form part of your contract of employment.
- 11.8 The Company may vary, replace or withdraw the provision of any of the Insured Benefits at its absolute discretion. The Company will be under no obligation to provide any compensation or any other benefit if it, at any time and for any reason, exercises such discretion.

12. TERMINATION OF EMPLOYMENT

- 12.1.1 Once you have successfully completed your probationary period, the prior written notice required from you or the Company to terminate your Employment shall be three months.
- 12.2 At any time after either you or the Company give notice to terminate your Employment (or if you resign without giving the required notice and the Company does not accept your resignation) then the Company may: :
- 12.2.1 require you change your duties in whatever way it considers appropriate; and/or
 - 12.2.2 prohibit you from undertaking any work on behalf of the Company or any Group Company
 - 12.2.3 require you not to contact or communicate with any clients, suppliers or employees of the Company about the Company's business or affairs; and/or
 - 12.2.4 prohibit you from entering any of the Company's premises;
 - 12.2.5 require you to comply with your obligations under clause 18 (*Return of Property*);
- for a maximum period of 12 weeks (the **Garden Leave Period**).
- 12.3 If the Company exercises the right in clause 12.1.1 you will continue to be paid your normal contractual salary and benefits as long as you comply with your obligations under this Contract.

- 12.4 During any Garden Leave Period you remain bound by your obligations under this Contract and in particular your duties of good faith and confidentiality and you will not:
- 12.4.1 do any work, whether paid or unpaid on your own behalf or for any third party during this time, without the express written consent of the Company;
 - 12.4.2 make any comment to any person about the change to your duties, except to confirm that you are on garden leave.
- 12.5 The Company reserves the right to pay you base salary in lieu of all or part of your notice entitlement.
- 12.6 Nothing in this Contract prevents the Company from terminating your employment summarily and without notice or payment in lieu of notice if you are guilty of any fundamental or repudiatory breach of contract or of any breach set out in the disciplinary rules applicable to you as justifying summary termination.

13. NORMAL RETIREMENT AGE

The Company's normal retirement age is 65.

14. CONFIDENTIALITY AND RESTRICTIONS

- 14.1 You will not, during your Employment or after it ends, use or disclose, directly or indirectly, to anyone other than in the proper course of your duties any Confidential Information (as defined in clause 14.2 below) relating to the Company or its businesses or trade secrets.
- 14.2 For the purposes of this Contract, Confidential Information includes any confidential information relating to actual or potential clients, employees, officers, shareholders or agents of the Company, prices, pricing structures or policies, marketing information, intellectual property, business plans or dealings, technical data, financial information and plans, designs, formulae, product lines, research activities, advisors' reports, lists of actual or potential clients of the Company any document marked "Confidential" or "Secret", or any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential, or any information which has been given to the Company in confidence by potential clients or other persons.
- 14.3 The provisions of Schedule 3 will apply to you after your Employment ends.
- 14.4 In signing this Contract you undertake to adhere to the Secrecy and Assignment of Intellectual Property Agreement at Schedule 3 of the Contract at the same time as entering into this Contract.

15. SUSPENSION

- 15.1 The Company may suspend you on base salary and benefits for a reasonable period to investigate any allegations of misconduct or breach of the terms of your Employment.
- 15.2 During any period of suspension, you will provide whatever assistance the Company may require to allow it to complete its investigations and you must not take holiday during this time without the prior written consent of the Company.

16. EMPLOYMENT POLICIES

In addition to the terms of this Contract, you are bound by the contractual sections of the Company's employment policies and procedures, notified to you from time to time, to the extent that these impose obligations on you.

17. OTHER ACTIVITIES DURING EMPLOYMENT

During your Employment, you will not be involved, in any capacity, in providing services, directly or indirectly, to any other person in respect of any business which is similar to or competes with any aspect of the business of the Company unless you have first obtained the prior written consent of the Company.

18. RETURN OF PROPERTY

- 18.1 At any time during the Employment, including during any Garden Leave Period, the Company may require you to return promptly to the Company:
- 18.1.1 all original and copy documents, software, data, Confidential Information (as defined in clause 14.2) or other material belonging to or relating to the business of the Company held in whatever medium (including electronically) which is your power, possession or control whether or not stored or held on equipment (including but not limited to any personal digital assistant (PDA), Blackberry, and/or mobile telephones) and whether or not such equipment belongs to the Company; and
 - 18.1.2 any other property or material belonging to or relating to the business of the Company or any Group Company or belonging to any third party who has provided the property to the Company, which is in your possession or under your control.
- 18.2 During or at any time after the Employment ends, you will co-operate with any request from the Company to provide access (including passwords) to any computer, organiser or other equipment in your possession or under your control which contains information or materials relating to the Company or any of its clients, employees or suppliers. This obligation applies to equipment owned by the Company, by you or anyone else. You will permit the Company to inspect, copy or remove any material relating to the business of the Company.

19. STATUTORY PARTICULARS

- 19.1 The statutory particulars of employment to which you are entitled under the Employment Rights Act 1996 are contained in this Contract and the attached Schedule 1.

20. DATA PROTECTION

- 20.1 You consent to the Company and any Group Company holding and processing (both electronically and manually) personal data, including sensitive personal data (**Data**), relating to you for the purposes of business, personnel and pensions administration and management and for compliance with any laws and regulations applicable to the Company or any Group Company.
- 20.2 For the purposes of the Data Protection Act 1998 (**DPA**), the Company is a Data Controller and may process personal data during the course of your Employment to enable it to carry out its function properly. You authorise the Company in accordance with the provisions of the DPA and any regulations made under it to process Data relating to you and, where appropriate, to transfer process and store such Data outside the European Economic Area (as defined from time to time).

21. MONITORING OF OFFICE EQUIPMENT

- 21.1 You acknowledge and agree that the Company may monitor and /or record your use of office equipment, including your use of computer systems (including email and internet), telephones, mobile phones, facsimile machines and photocopiers.
- 21.2 You will only access and use the Company's computer and electronic equipment for the purposes of the Company's business.

22. SHARE OPTION SCHEME

At the absolute discretion of the Board you may be eligible to participate in the Company's share option scheme as operated and/or amended from time to time. The level of your participation in the scheme shall be determined at the Board's sole discretion. Any entitlement under the scheme shall be subject to the rules of the scheme from time to time in force and no rights of any nature arise by virtue of this Agreement. Your rights in relation to any option granted to you do not and will not form part of your contract of employment with the Company. Such rights are governed exclusively by scheme and any form of agreement in relation to such grant.

23. THIRD PARTIES

- 23.1 Only the parties to this Contract may enforce this Contract, subject to the terms of this Contract. Pursuant to the Contracts (Rights of Third Parties) Act 1999, no other person may enforce the terms of this Contract against the Company.

24. PRIOR AGREEMENTS

- 24.1 This Contract cancels and is in substitution for all previous agreements, understandings and arrangements (whether oral or in writing) in relation to any of the matters dealt with in it between you and the Company, all of which shall be deemed to have been terminated by mutual consent. This Contract, and the documents specifically referred to in it, constitute the entire terms and conditions of your Employment with the Company.

25. GOVERNING LAW

- 25.1 This Contract will be governed by and construed in accordance with the laws of England and each of the parties submits to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties hereto have executed this Contract as a Deed on the day and year first written above.

EXECUTED as a Deed by
PROTEAN ELECTRIC LIMITED

Director/Secretary; and
Director/Secretary

EXECUTED as a Deed by
John Foulsham
in the presence of:

Name RICHARD SCOTT
Address 2 HEREFORD MEAD
FLEET
GUSI ZTN
Occupation ENGINEER

SCHEDULE 1

Statutory Particulars

In addition to your terms of employment, the Company is required to notify you of the following particulars. These do not form part of your terms of employment.

1. Disciplinary Rules, Dismissal and Disciplinary Procedures

The disciplinary rules and the disciplinary and dismissals procedures applicable to you are available from your Manager and specify to whom you can apply if dissatisfied with any disciplinary decision relating to you or any decision to dismiss you and the manner in which any such an application should be made.

The disciplinary rules have contractual force and effect but the disciplinary and dismissals procedures do not have contractual force and effect unless otherwise stated.

2. Grievance Procedures

The grievance procedure applicable to you is available from your Manager and specifies to whom you can apply for the purpose of seeking redress of any grievance relating to your employment and the manner in which any such application should be made. The grievance procedures do not have contractual force and effect unless otherwise stated.

3. Collective Agreements

There are no collective agreements affecting your Employment.

SCHEDULE 2

Restrictions After Employment Ends

1. You agree that, during the Restricted Period, you will not be involved, directly or indirectly, in any capacity in any business involved in the supply of Restricted Services which competes with any aspect of the business of the Company or any Group Company in respect of which you had access to Confidential Information during the Relevant Period and with which you were materially involved or for which you were responsible, at any time during the Relevant Period.
2. You agree that, during the Restricted Period, you will not act in competition with the Company or any Group Company, directly or indirectly, in any capacity by:
 - 2.1 soliciting or enticing away from the Company or any Group Company any Customer or Prospective Customer;
 - 2.2 doing business with, or otherwise dealing with, any Customer or Prospective Customer;
 - 2.3 soliciting or enticing away from the Company or any Group Company any Key Employee;
 - 2.4 interfering with the arrangements between the Company or any Group Company and any Supplier.
3. The Company accepts, as trustee for each Group Company, the benefit of all undertakings given by you in this Schedule to any Group Company.
4. The provisions of this Schedule shall apply only in respect of services with which you were either materially involved or in respect of which you had access to Confidential Information or for which you were responsible at any time during the Relevant Period.
5. The provisions of this Schedule are severable and if any provision or identifiable part is held to be unenforceable by any court of competent jurisdiction, then such unenforceability shall not affect the enforceability of the remaining provisions or identifiable parts of this Schedule.
6. For the purposes of this Schedule, the following words have the meanings set out below:

Confidential Information means the material described in clause 14.2 (Confidentiality) of the Contract;

Customer means any person with whom the Company or any Group Company

- (a) has, at the Termination Date, arrangements in place pursuant to which the Company or any Group Company supplies goods or services; or

- (b) with whom the Company or any Group Company has been in the habit of dealing at any time during the Relevant Period; or
- (c) in relation to whom you had access to Confidential Information at any time during the Relevant Period; and, in any event
- (d) with whom you had personal contact or dealings in the course of your Employment at any time during the Relevant Period;

Key Employee means any person who is employed [or engaged to provide services personally] at the Termination Date by the Company [or any Group Company], and who, during the Relevant Period, had material contact with you; and

- (a) who reported to you; or
- (b) who had material contact with customers or suppliers of the Company or any Group Company in the course of your Employment; or
- (c) who was a member of the Board or reported directly to a member of the Board; or who was a member of the senior management team of the Company or any Group Company; or
- (d) whose job duties involved research and development to a material extent.

Prospective Customer means any person to whom, at the Termination Date, the Company or any Group Company has offered to supply goods or services, or to whom the Company or any Group Company has provided details of the terms on which it would or might be willing to supply goods or services, or with whom the Company or any Group Company has had any negotiations or discussions regarding the possible supply of goods or services; and in each case:

- (e) with whom you had personal contact or dealings in the course of the Employment at any time during the Relevant Period; or
- (f) in relation to whom you had access to Confidential Information at any time during the Relevant Period.

Relevant Period means, where you are prohibited from undertaking any work on behalf of the Company or any Group Company in accordance with clause 12.2 (*Garden Leave*), the period of two years immediately before the start of the Garden Leave Period (as defined in the Contract); and otherwise, the period of two years ending on the Termination Date, and in either case, the period of the your Employment if you have been employed by the Company for less than two years.

Restricted Period means the period of 6 months immediately following the Termination Date, reduced by a period equal to the length of any Garden Leave Period imposed in accordance with clause 12.2 (*Garden Leave*).

Restricted Services means the development and/or supply of products and technology for implementation of electrically powered or hybrid vehicles, including electric motors and generators, motor drive systems, power electronics, regenerative braking systems and control software.

Supplier means any person with whom the Company or any Group Company has, at the Termination Date, arrangements in place for the supply of goods or services to the Company or any Group Company.

Termination Date means the date on which the Employment ends for whatever reason, whether lawful or not.

SCHEDULE 3

Secrecy and Assignment of Intellectual Property Agreement

Background

1. The Group's confidential information is an important asset of the Group.
2. You acknowledge that it is important for the Group to protect its confidential information to the fullest extent, and you are willing to comply with the following provisions, as part of your Engagement with the Company.

It is agreed

Engagement

Meaning of Engagement

"Engagement" means your provision of services to the Company (and/or any other Group Members) under any arrangement (whether written or otherwise) including your being employed by the Company, your provision of consultancy services to the Company and/or your being a director of the Company.

Meaning of Group

"Affiliate" means, in relation to the Company, any subsidiary undertaking or parent undertaking of the company, and any subsidiary undertaking of any such parent undertaking from time to time (each of subsidiary undertaking and parent undertaking in this definition having the meaning given to such terms in the UK Companies Act 2006 (as amended from time to time)).

"Group" means the Company and each of its Affiliates.

"Group Member" means any member of the Group.

Confidential Information

Meaning of confidential information

In the course of your Engagement you may acquire or develop confidential information concerning the technology, business or activities of Group Members. You acknowledge that the Group's confidential information includes, without limitation, the following items unless these have been publicly disclosed by a Group Member:

Scientific and technical information, including details of research projects and plans, compounds under development, results and data from trials, and the skills, experience and qualifications of individuals working for the Group;

Commercial information, including the terms of commercial agreements (and the existence of such agreements), the identity of customers, suppliers and collaborative partners, and buying and selling policies and procedures, contact details, telephone numbers and lists existing on any mobile phone or computer, price lists, prices and any other information which has come into your possession through the performance of your duties whilst engaged by the Company.

Strategic and financial information, including business plans, Board decisions, past and current projects and proposals, and unpublished accounts; and

Information received in confidence from any third party, including information provided by collaborative partners.

For the avoidance of doubt, any item of information concerning the technology, business or activities of any Group Member which comes into your possession and which is not already in the public domain should be treated as confidential.

Proprietary Information

The Company develops and uses a wide variety of proprietary information, information which is capable of being owned. It is accepted by the parties to this Deed that proprietary information includes any information which, during the course of your Engagement, you may acquire or develop which concerns the technology, business or activities of the Group. For the avoidance of doubt, proprietary information includes information concerning customers, officers or staff and includes (without limitation) formulae, computer programs, computer access information, algorithms, new business plans or ideas, product plans, copyrights, patents, designs, models, marketing plans, financial information and plans, sales and other forecasts, price lists and price information, costs and profit margin information, client lists, flowcharts and documents, research activity (other than reports disseminated to the public) and any document marked "proprietary" or referred to as "proprietary information".

Proprietary information will in all circumstances be confidential information and must be treated as such.

Proprietary information does not include concepts and knowledge which are, or become, generally available to the industry or the Group and which is released to the general public (other than by way of unauthorised disclosures). However material distributed to customers with restrictions against further dissemination remains proprietary information.

Obligations

You undertake to be careful and diligent so as not to cause any unauthorised disclosure or use of the Group's confidential information. During your Engagement, and after you leave the Company, you undertake that you will not:

Disclose or communicate the Group's confidential information to any person; nor

Use the Group's confidential information other than for the purpose of the Group's business and as directed by the Company.

Exceptions

The obligations set out in clause 0 shall not apply:

Where you are authorised to disclose or use the confidential information by the Board of Directors of the Company;

Where you are ordered to disclose the confidential information by a court (provided that, if the circumstances permit, you will inform the Company in advance of disclosure and apply to the court to have the confidential information treated as confidential by the court);

To information or knowledge which becomes available for use by the public generally, other than through your default; and

Following the termination of your Engagement, to the information which becomes part of your professional skill and knowledge and which does not include confidential information of the Group.

Company Documents

You must deliver up to the Company immediately on request, and upon any termination of your Engagement, all notes and records (including copies), whether on paper, computer disk or other media, which have been made by you relating to your work for the Company or any other Group Member or which contain any of the Group's confidential information. Such papers, computer disks and other media are, as between you and the Company, the Company's property and you must not remove any of them from the Company's (or any other Group Member's) premises except as required to perform your duties for the Company.

Intellectual Property

For the purposes of this clause:

"Intellectual Property" means all intellectual and industrial property and all rights therein which reasonably relate to the business of any Group Member as it is carried on now or as it

evolves during the Engagement, including without limiting the generality of the foregoing, all patents, patent applications, inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), improvements, developments, discoveries, proprietary information, trade marks, trade mark applications, trade names, rights protecting goodwill and reputation, websites, Internet domain names, logos, art work, slogans, know-how, technical information, trade secrets, processes, designs (whether or not registrable and whether or not design rights subsist in them), utility models, copyright, works in which copyright may subsist (including computer software and preparatory and design materials therefor), topography rights, database rights, and all works protected by rights or forms of protection of a similar nature or having equivalent effect anywhere in the world.

Subject to the provisions of the Patents Act 1977, the Registered Designs Act 1949 and the Copyright Designs and Patents Act 1988, (if applicable) if at any time in the course of your Engagement, you make or discover or participate in the making or discovery of (or have, since the date of the commencement of your Engagement, made or discovered or participated in the making or discovery of) any Intellectual Property, full details of the Intellectual Property shall immediately be disclosed in writing by you to the Company and the Intellectual Property shall be, as between you and the Company, the absolute property of the Company. At the request and expense of the Company, you shall give and supply all such information, data, drawings and assistance as may be necessary or in the opinion of the Company desirable to enable the Group to exploit the Intellectual Property to the best advantage (as decided by the Company), and shall execute all documents and do all things which may be necessary or in the opinion of the Company desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.

In relation to the discovery or creation of Intellectual Property in the course of your Engagement, you irrevocably appoint the Company to be your attorney in your name and on your behalf to sign, execute or do any such instrument or thing and to use your name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause.

If you make or discover or participate in the making or discovery of (or have, since the date of the commencement of your Engagement, made or discovered or participated in the making or discovery of) any Intellectual Property during your Engagement which either (i) relates to the business or activities of any Group Member from time to time or (ii) in any way uses, incorporates or depends upon the research, know-how, technology, trade secrets or any confidential information belonging to any Group Member but which is not the property of any Group Member under this Deed you shall immediately communicate full details of such Intellectual Property to the Company and the Company shall (subject only to the provisions of the Patents Act 1977 (if applicable)) have the right to acquire for itself or its nominee your rights in the Intellectual Property within 3 (three) months after such disclosure on fair and reasonable terms as shall be determined by the Company.

If during your Engagement you shall at any time make or discover, or participate in the making or discovery of (or have, since the date of the commencement of your Engagement, made or discovered or participated in the making or discovery of) Intellectual Property which belongs to any Group Member then you shall not without the written consent of the Company apply for patent or other protection for the Intellectual Property either in the United Kingdom or elsewhere, and shall not do anything which might adversely affect any Group Member's right to obtain patent or other protection therefor, without the Company's express written permission.

You hereby assign to the Company (by way of prospective assignment in respect of those works and designs not already in existence) the copyright and rights in designs (whether registered or unregistered) and other proprietary rights (if any) for the full terms thereof throughout the world in respect of all copyright works and designs originated, conceived or

made by you in the course of your Engagement which reasonably relate to the business of any Group Member as it is carried on now or as it evolves during the Engagement. You hereby expressly waive any and all of your moral rights and rights of a similar nature (including the rights conferred by Sections 77, 80 and 84 of the Copyright, Designs and Patents Act 1988) in respect of all copyright works created by you during the course of your Engagement and owned by any Group Member.

For the purposes of Section 39(1)(a) of the Patents Act 1977 (if applicable), the course of your normal duties may include the use of research, know-how, technology, trade secrets and confidential information of any Group Members so that any invention made by you which in any way depends upon the research, know-how, technology, trade secrets and confidential information of any Group Members as a result of these duties shall belong, as between the parties, to the Company.

Notwithstanding the foregoing, for the purposes of section 39(1)(a) of the Patents Act 1977, the course of your normal duties shall be your usual duties associated with your Engagement and such other duties falling outside such usual duties where such duties are specifically assigned to you by the Company in connection with your Engagement so that any invention made by you as a result of these duties shall belong, as between the parties, to the Company.

The parties agree that the nature of your normal duties referred to in clause 7.7(A) above, and the responsibilities arising therefrom are and are expected to continue to be such that you have a special obligation to further the interests of the Company's undertaking within the meaning of Section 39(1)(b) of the Patents Act 1977, and that all inventions made by you in the course of your Engagement, which reasonably relate to the business of any Group Member as it is carried on now or as it evolves during the Engagement, do and shall belong, as between the parties, to the Company.

Where Intellectual Property the subject of this clause is originated, conceived or made by you jointly with one or more others then the provisions of this clause shall apply to the full extent of your contribution thereto or interest (if any) therein.

You shall not use any Group Member's Intellectual Property, including but not limited to such Intellectual Property as is the property of any Group Member by virtue of this clause, nor shall you permit its use, other than for the purpose of any Group Member's business and as directed by the Company.

Rights and obligations under this clause shall continue in force after termination of this Agreement in respect of Intellectual Property made or discovered during your Engagement and shall be binding upon your heirs, and successors, assigns and representatives.

For the avoidance of doubt, you represent to the Company that all Intellectual Property relating to the business of all Group Members has been disclosed by you to the Company.

It is further agreed that any intellectual property (including any information which is part of your professional skill and knowledge) other than Intellectual Property shall belong to you, provided that:

- (i) it does not compromise and its creation does not use any Intellectual Property or Confidential Information of any Group Member; and
- (ii) such intellectual property has not been substantially developed during your Engagement.

Severability

If any provision of this Deed is, or becomes, prohibited by law or is judged by a Court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Deed and rendered ineffective as far as possible without modifying the remaining provisions of this Deed, and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Deed.