

## PATENT ASSIGNMENT COVER SHEET

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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KARL BLACKMORE	08/01/2012
GARETH COATES	10/02/2008
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<b>State/Country:</b>	UNITED KINGDOM
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15532776
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<b>ATTORNEY DOCKET NUMBER:</b>	091597.036004
<b>NAME OF SUBMITTER:</b>	MARK H. KRIETZMAN
<b>SIGNATURE:</b>	/Mark H. Krietzman/
<b>DATE SIGNED:</b>	10/25/2019
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Dated 1<sup>st</sup> August 2012

**INTELLIGENT ENERGY LIMITED**

**AND**

**[ KARL BLACKMORE ]**

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**CONTRACT OF EMPLOYMENT**

**Subject to Contract**

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## CONTRACT OF EMPLOYMENT

THIS CONTRACT is made on: 1<sup>st</sup> August 2012 between:

**INTELLIGENT ENERGY LIMITED** whose registered office is: Charnwood Building, Holywell Park, Loughborough, Leicestershire, LE11 3GB. Registered number: 3958217 (the

### 1. START DATE AND PROBATIONARY PERIOD

- 1.1 Subject to any conditions set out in your offer letter your employment with the Company will start on: 6<sup>th</sup> August 2012 (the Employment).
- 1.2 Your period of continuous employment with the Company will begin on: 6<sup>th</sup> August 2012.
- 1.3 The first six months of your Employment will be a probationary period. During the probationary period your Employment may be terminated by either party giving two weeks' notice served at any time during the first six 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 in writing if your performance has been satisfactory or it may be extended by a further 6 months at the Company's discretion.

### 2. JOB TITLE/DUTIES

- 2.1 You are employed as Mechanical Design Engineer (Level II), or in another similar capacity, as determined by the Company. You will report to Simon Nicholas, Resource Manger or such other person as is nominated from time to time to be your manager (your Manager).
- 2.2 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 Head Office, Loughborough or other such office as the Company may be located.
- 3.2 The Company may from time to time require you to travel to and work at other places within and outside the United Kingdom.

### 4. HOURS OF WORK

- 4.1 You will be required to work 40 hours per week. The core hours of work are 9.00am to 4.30pm Monday to Thursday and 9.00am to 3.00pm on Fridays. You are required to take a lunch break of at least half an hour between 12.00pm and 2pm [up to a

maximum of one hour]. Your exact hours will be notified to you in writing by your line manager. 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. You may give three months' written notice to the Company if you wish to revoke your agreement to this opt-out.

## 5. REMUNERATION AND BENEFITS

5.1 You will be paid monthly in arrears by credit transfer to your bank account. Your base salary is reviewable annually. Such reviews will not result in any reduction in your salary but there is no guarantee of any increase in your salary.

5.2 Following the successful completion of your probationary period, you will be eligible to participate in any bonus scheme operated by the Company, subject to you being notified that such scheme, if any, applies to you, and subject to the rules of any such scheme, as amended from time to time. You will not be entitled to any payment under any such scheme in any event you are not in employment or are subject to notice (howsoever arising and whether served by the Company or by you) on the date payment becomes due under any such scheme.

## 6. PRIVATE MEDICAL INSURANCE SCHEME

6.1 Subject to clause 7 (*Conditions Applicable to Insured Benefits*) and a successfully completed probationary period, you will be eligible to join the Company's private medical insurance scheme.

## 7. CONDITIONS APPLICABLE TO INSURED BENEFITS

7.1 The terms of this clause 7 applies to the benefit referred to in clause 6 (*Private Medical Insurance*) (the **Insured Benefit**) and any other insurance-related benefit scheme in which you may participate from time to time.

7.2 Your participation in the Insured Benefit 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 the Insured Benefit 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 the Insured Benefit.

7.3 Your participation in the Insured Benefit (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.

- 7.4 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.
- 7.5 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 Agreement, even if this results in you losing any current or prospective entitlement to the Insured Benefit.
- 7.6 The Insured Benefit is 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.
- 7.7 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.
- 7.8 The Company may vary, replace or withdraw the provision of any of the Insured Benefit 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.

**8. SICKNESS**

- 8.1 Subject to the Company's rights to terminate the Employment and to you complying with the Company's sickness reporting procedures, if you cannot perform your duties because of ill-health or injury you will receive your basic salary and contractual benefits as follows:

<b>Length of Service</b>	<b>No of days Company Sickness Benefit (CSB) will be paid in a rolling 48 month period</b>
Within probationary period*	Up to 10 days
From end of probationary period to end of 1 <sup>st</sup> year*	Up to 20 days
1 year to 3 years	Up to 60 days
Over 3 years	Up to 120 days

\* In the event that a probationary period is extended beyond 6 months, CSB will continue to be limited to 10 days within the probationary period. If a probationary period is extended beyond 6 months and then deemed to be successfully completed, CSB will be pro-rated to 0.75 days per full week worked from the end of the probationary period to the end of the first year of employment.

8.2 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.

8.3 Any further payments will be at the Company's discretion.

## 9. HOLIDAYS

9.1 You are entitled to 25 days paid holiday in each holiday year, in addition to bank and public holidays.

9.2 The holiday year runs from January to December and holiday accrues at the rate of 0.48 days per full week worked. Your entitlement will be rounded up to the nearest half day.

9.3 All holidays must be approved in advance by your Manager. You may carry forward up to 5 days' holiday from one holiday year to the next. Any holiday carried forward must be taken by 31 March of the following holiday year, failing which it will be forfeited without pay.

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

9.5 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 1/260ths of your annual salary per day.

9.6 The Company may require you to take any unused holiday during your notice period.

## 10. PENSION

10.1 The Company does not operate a pension scheme. However in accordance with the Welfare Reform and Pensions Act 1999 and the regulations made under you will be able to join a stakeholder pension scheme designated by the Company (the **Stakeholder Scheme**). If you join the Stakeholder Scheme your membership will be subject to the rules of the Stakeholder Scheme in force from time to time. In addition if you so request the Company will be entitled to deduct contributions from your salary for payment into the Stakeholder Scheme on your behalf and in accordance with your instructions, subject to the rules of the Stakeholder Scheme and any applicable Inland Revenue limits from time to time in force. Full details of the Stakeholder Scheme are available from Finance on request.



10.2 No contracting out certificate is in force in relation to the Employment. However if the Company shall during the Employment establish any such scheme then subject to the rules of the scheme(s) then in force you shall be entitled to become a member of it.

## 11. TERMINATION OF EMPLOYMENT

11.1 Once you have successfully completed your probationary period your Employment may be terminated by the Company giving you two months written notice or you giving two months written notice to the Company.

11.2 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:

11.2.1 require you change your duties in whatever way it considers appropriate; and/or

11.2.2 prohibit you from undertaking any work on behalf of the Company or any Group Company

11.2.3 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

11.2.4 prohibit you from entering any of the Company's premises;

11.2.5 require you to comply with your obligations under clause 17 (*Return of Property*);

for the maximum period of your notice under this clause (the **Garden Leave Period**).

11.3 If the Company exercises the right in clause 11.2 you will continue to be paid your normal contractual salary and benefits as long as you comply with your obligations under this Contract.

11.4 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:

11.4.1 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;

11.4.2 make any comment to any person about the change to your duties, except to confirm that you are on garden leave.

11.5 The Company reserves the right to pay you base salary in lieu of all or part of your notice entitlement.

11.6 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.

## 12. CONFIDENTIALITY [AND RESTRICTIONS]

12.1 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 information of a confidential nature / Confidential Information relating to the Company or its businesses or trade secrets. Confidential Information includes any confidential information in any form or media, and whether oral or written, relating, without limitation, to customers or potential customers, employees, officers or shareholders of the Company or any Group Company, prices or pricing policies, marketing information, concepts, inventions, patents, patent applications, know-how, designs, methodologies, techniques, protocols, procedures, formulations, compositions, compounds, processes, research, specifications, data, technical information, instructions, manuals, papers, financial information, marketing, manufacturing and commercial strategies, programs, devices, unique combinations of separate items that individually may or may not be generally known, items for which the Employee is under an obligation of confidentiality to other persons, and all analyses, compilations, data, studies, reports or other documents prepared or derived therefrom, advisors' reports, details of the experience, attributes, remuneration and personal information of persons employed or engaged by the Company or any Group Company, or any information which has been given to the Company or any Group Company in confidence by customers, suppliers or other persons.

## 13. INTELLECTUAL PROPERTY RIGHTS

13.1 You acknowledge that in the course of your Employment and as part of your duties you may conceive or make, individually or with others, certain inventions, ideas, discoveries, developments, writings, designs, drawings, improvements and innovations, whether or not patentable, or capable of registration (collectively Inventions); and you may develop or produce, individually or with others, certain works in which copyright and/or unregistered design right will subsist in various media, including but not limited to electronic materials (collectively, Creative Works), and agree that you will promptly disclose in writing to the Company all inventions and Creative Works.

13.2 Intellectual Property means patents, trade marks and service marks, rights in designs, trade or business names, copyrights (including rights in computer software), database rights (whether or not any of these are registered and including applications for registration of any such thing) and all rights or forms of protection of

a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

13.3 You acknowledge that any Inventions or Creative Works and any and all Intellectual Property subsisting or which may in the future subsist in such Inventions or Creative Works whether or not conceived or made during working hours, including, without limitation, those which:

13.3.1 relate in any manner to the business of the Company or any Group Company or to its actual or demonstrably anticipated activities; or

13.3.2 result from or are made in the course of your Employment by the Company; or

13.3.3 involve the use of any equipment, supplies, facilities, confidential information, documents, Intellectual Property or time of the Company or any other Group Company,

will on creation vest in and be the exclusive property of the Company in the United Kingdom or any other part of the universe and where the same does not automatically vest as aforesaid you agree to assign the same to the Company (or as it may direct) or in the case of any future copyright in the same you hereby assign such copyright to the Company.

13.4 You agree that, without limitation to the foregoing:

13.4.1 any Invention disclosed by you to a third person or described in a patent or registered design application filed by you or on your behalf; and

13.4.2 any Creative Work disclosed to a third person, published or the subject of an application for copyright or other registration filed by you or on your behalf,

during or within six months following termination of your Employment will be presumed to have been written, developed, produced, conceived or made by you during your Employment, unless proved by you to have been written, developed, produced, conceived or made by you following the termination of your Employment.

13.5 You hereby irrevocably waive any rights which you may have in the Inventions or the Creative Works which are or have been conferred on you by chapter IV of Part I of the Copyright, Designs and Patents Act 1988 headed "Moral Rights" and by any other laws of a similar or equivalent nature in any of the countries of the world.

13.6 You will also, at the Company's request and expense, execute specific assignments of any Inventions or Creative Work and execute, acknowledge and deliver such other documents and take such further action as the company may require, at any time during or subsequent to the period of your Employment, to vest or evidence title in Inventions or Creative Works in the Company (or as it may direct) and to obtain,

maintain and defend the Intellectual Property in the Inventions or Creative Works in any and all countries or to otherwise give effect to the provisions of this agreement.

13.7 You hereby irrevocably appoint the Company to be your attorney in your name and on your behalf to execute and do any such instrument or thing and generally to use your name for the purpose of giving to the Company or its nominee the full benefit of the provisions of this Clause 14 and acknowledge in favour of any 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 hereby conferred shall be conclusive evidence that such is the case.

13.8 You shall not knowingly do or permit to be done any act or omit to do anything which might imperil, jeopardise or prejudice any of the rights referred to in this Clause 14 or which might invalidate or prejudice any application made by the Company for Intellectual Property.

#### **14. SUSPENSION**

14.1 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.

14.2 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.

#### **15. WORK PLACE RULES AND EMPLOYMENT POLICIES**

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

#### **16. 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 other trade, business or occupation unless you have first obtained the prior written consent of the Company.

#### **17. RETURN OF PROPERTY**

17.1 At any time during the Employment, including during any Garden Leave Period, the Company may require you to return promptly to the Company:

17.1.1 all original and copy documents, software, data, Confidential Information (as defined in clause 13.1) 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

17.1.2 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.

17.2 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.

## **18. STATUTORY PARTICULARS**

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.

## **19. DATA PROTECTION**

19.1 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.

19.2 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).

## **20. MONITORING OF OFFICE EQUIPMENT**

20.1 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.

20.2 You will only access and use the Company's computer and electronic equipment for the purposes of the Company's business.

21. **THIRD PARTIES**

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.

22. **PRIOR AGREEMENTS**

22.1 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.

23. **GOVERNING LAW**

This Agreement 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.

Signed by  
on behalf of

) J. EVANS  
) JULIE EVANS

**INTELLIGENT ENERGY LIMITED**

) HR DIRECTOR

Signed by  
[EMPLOYEE]

G. ADNA

)  
)

in the presence of:

Name: ...Nivedita...Kulkarni.....

Address: ...Intelligent Energy.....

.....Holwell Park...Loughborough

.....U.K...LE11 3QB.....

Occupation: ...Mechanical Analysis Engg. ....

**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 contained in the Company's Staff Handbook 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 in the Company's Staff Handbook 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. The Employment agrees that, during the Restricted Period, he will not be involved, directly or indirectly, in any capacity in any business involved in the Restricted Services.
2. The Employee agrees that, during the Restricted Period, he 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 or endeavouring to solicit or entice 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 or endeavouring to solicit or entice 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 Employee agrees that he will not at any time following the Termination Date represent himself as connected with the Company or any Group Company in any capacity.
4. The Company accepts, as trustee for each Group Company, the benefit of all undertakings given by the Employee in this Schedule to any Group Company.
5. The provisions of this Schedule shall apply only in respect of any business of the Company or any Group Company in respect of which the Employee was either materially involved or in respect of which the Employee had access to Confidential Information or for which the Employee was responsible at any time during the Relevant Period.
6. 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.
7. None of the restrictions in this Schedule shall prevent the Employee from:
  - 7.1 holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not listed or dealt in on a recognised stock exchange; or
  - 7.2 being engaged or concerned in any business concern insofar as the Employee's duties or work shall relate solely to geographical areas where that business concern



is not in competition with any business of the Company or any Group Company in respect of which the Employee was either materially involved or in respect of which the Employee had access to Confidential Information or for which the Employee was responsible at any time during the Relevant Period.

8. For the purposes of this Schedule, the following words have the meanings set out below:

**Confidential Information** means Confidential Information as described in clause 13.1;

**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; and
- (c) in relation to whom the Employee had access to Confidential Information at any time during the Relevant Period; or
- (d) with whom the Employee has had personal contact or dealings in the course of his 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 the Employee; and

- (e) who reported to the Employee; or
- (f) who had material contact with customers or suppliers of the Company [or any Group Company in the course of his or her employment; or
- (g) 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
- (h) 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:

- (i) with whom the Employee has had personal contact or dealings in the course of his Employment at any time during the Relevant Period; or

- (j) in relation to whom the Employee had access to Confidential Information at any time during the Relevant Period.

**Relevant Period** means, where the Employee's duties, powers and responsibilities are totally withdrawn in accordance with clause 11 (*Garden Leave*), the period of two years immediately before the start of the Garden Leave Period (as defined in the Agreement); and otherwise, the period of two years ending on the Termination Date, and in either case, the period of the Employee's Employment if he has 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 11 (*Garden Leave*).

**Restricted Services** means the research, development or manufacture of (i) components for use in Proton Exchange Membrane (PEM) fuel cells, PEM fuel cells, PEM fuel cells stacks or systems incorporating PEM fuel cells or PEM fuel cell stacks and/or (ii) devices for hydrogen generation and/or purification which utilise methods of reformation or cracking of hydrocarbon or other hydrogen containing feedstocks.

**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.

Dated 02/10/08

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**INTELLIGENT ENERGY LIMITED**

**AND**

**GARETH COATES**

---

**CONTRACT OF EMPLOYMENT**

**Subject to Contract**

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Speechly Bircham LLP  
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London  
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## CONTRACT OF EMPLOYMENT

THIS CONTRACT is made on 2<sup>nd</sup> of OCTOBER 2008 between:

(1) **INTELLIGENT ENERGY LIMITED** whose registered office is The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU (the **Company**); and

(2)

### 1. **START DATE AND PROBATIONARY PERIOD**

1.1 Subject to any conditions set out in your offer letter your employment with the Company will start on 18<sup>th</sup> August 2008 (the **Employment**).

1.2 Your period of continuous employment with the Company 18<sup>th</sup> August 2008

1.3 The first six months of your Employment will be a probationary period. During the probationary period your Employment may be terminated by either party giving two weeks' notice served at any time during the first six 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 in writing if your performance has been satisfactory or it may be extended by a further 6 months at the Company's discretion.

### 2. **JOB TITLE/DUTIES**

2.1 You are employed as a Engineer II, Mechanical Design, or in another similar capacity, as determined by the Company. You will report to Senior Manager I, Mechanical Design or such other person as is nominated from time to time to be your manager (your **Manager**).

2.2 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 Intelligent Energy's Offices in Loughborough or other such office as the Company may be located.

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

### 4. **HOURS OF WORK**

4.1 You will be required to work 40 hours per week. The core hours of work are 9.00am to 4.30pm Monday to Thursday and 9.00am to 3.00pm on Fridays. You are required to take a lunch break of at least half an hour between the 12.00pm and 1.30pm [up

to a maximum of one hour]. Your exact hours will be notified to you in writing by your line manager. 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. You may give three months' written notice to the Company if you wish to revoke your agreement to this opt-out.

## 5. REMUNERATION AND BENEFITS

5.1 Your base salary will be \_\_\_\_\_ You will be paid monthly in arrears by credit transfer to your bank account. Your base salary is reviewable annually. Such reviews will not result in any reduction in your salary but there is no guarantee of any increase in your salary.

5.2 Following the successful completion of your probationary period, you will be eligible to participate in any bonus scheme operated by the Company, subject to you being notified that such scheme, if any, applies to you, and subject to the rules of any such scheme, as amended from time to time.

## 6. PRIVATE MEDICAL INSURANCE SCHEME

6.1 Subject to clause 7 (*Conditions Applicable to Insured Benefits*) and a successfully completed probationary period, you will be eligible to join the Company's private medical insurance scheme.

## 7. CONDITIONS APPLICABLE TO INSURED BENEFITS

7.1 The terms of this clause 7 applies to the benefit referred to in clause 6 (*Private Medical Insurance*) (the **Insured Benefit**) and any other insurance-related benefit scheme in which you may participate from time to time.

7.2 Your participation in the Insured Benefit is subject to the terms of the relevant scheme in force from time to time. You acknowledges that the decision on whether, and if so, to what extent, benefits may be provided to you in respect of the Insured Benefit 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 the Insured Benefit.

7.3 Your participation in the Insured Benefit (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.

7.4 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.

- 7.5 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 Agreement, even if this results in you losing any current or prospective entitlement to the Insured Benefit.
- 7.6 The Insured Benefit is 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.
- 7.7 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.
- 7.8 The Company may vary, replace or withdraw the provision of any of the Insured Benefit 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.

**8. SICKNESS**

- 8.1 Subject to the Company's rights to terminate the Employment and to you complying with the Company's sickness reporting procedures, if you cannot perform your duties because of ill-health or injury you will receive your basic salary and contractual benefits as follows:

<b>Length of Service</b>	<b>No of days Company Sickness Benefit (CSB) will be paid in a rolling 12 month period</b>
Within probationary period*	Up to 10 days
From end of probationary period to end of 1 <sup>st</sup> year*	Up to 20 days
1 year to 3 years	Up to 60 days
Over 3 years	Up to 120 days

\* In the event that a probationary period is extended beyond 6 months, CSB will continue to be limited to 10 days within the probationary period. If a probationary period is extended beyond 6 months and then deemed to be successfully

completed, CSB will be pro-rated to 0.75 days per full week worked from the end of the probationary period to the end of the first year of employment.

8.2 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.

8.3 Any further payments will be at the Company's discretion.

## 9. HOLIDAYS

9.1 You are entitled to 25 days paid holiday in each holiday year, in addition to bank and public holidays.

9.2 The holiday year runs from January to December and holiday accrues at the rate of 0.48 days per full week worked. Your entitlement will be rounded up to the nearest half day.

9.3 All holidays must be approved in advance by your Manager. You may carry forward up to 5 days' holiday from one holiday year to the next. Any holiday carried forward must be taken by 31 March of the following holiday year, failing which it will be forfeited without pay.

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

9.5 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 1/260ths of your annual salary per day.

9.6 The Company may require you to take any unused holiday during your notice period.

## 10. PENSION

10.1 The Company does not operate a pension scheme. However in accordance with the Welfare Reform and Pensions Act 1999 and the regulations made under you will be able to join a stakeholder pension scheme designated by the Company (the **Stakeholder Scheme**). If you join the Stakeholder Scheme your membership will be subject to the rules of the Stakeholder Scheme in force from time to time. In addition if you so request the Company will be entitled to deduct contributions from your salary for payment into the Stakeholder Scheme on your behalf and in accordance with your instructions, subject to the rules of the Stakeholder Scheme and any applicable Inland Revenue limits from time to time in force. Full details of the Stakeholder Scheme are available Human Resources on request.

10.2 No contracting out certificate is in force in relation to the Employment. However if the Company shall during the Employment establish any such scheme then subject



to the rules of the scheme(s) then in force you shall be entitled to become a member of it.

## 11. TERMINATION OF EMPLOYMENT

11.1 Once you have successfully completed your probationary period your Employment may be terminated by the Company giving you two months written notice or you giving two months written notice to the Company.

11.2 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:

11.2.1 require you change your duties in whatever way it considers appropriate; and/or

11.2.2 prohibit you from undertaking any work on behalf of the Company or any Group Company

11.2.3 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

11.2.4 prohibit you from entering any of the Company's premises;

11.2.5 require you to comply with your obligations under clause 17 (*Return of Property*);

for the maximum period of your notice under this clause (the **Garden Leave Period**).

11.3 If the Company exercises the right in clause 11.2 you will continue to be paid your normal contractual salary and benefits as long as you comply with your obligations under this Contract.

11.4 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:

11.4.1 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;

11.4.2 make any comment to any person about the change to your duties, except to confirm that you are on garden leave.

11.5 The Company reserves the right to pay you base salary in lieu of all or part of your notice entitlement.

11.6 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.

**12. NORMAL RETIREMENT AGE**

The normal retirement age applicable to the Employment shall be 65 years of age.

**13. CONFIDENTIALITY [AND RESTRICTIONS]**

13.1 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 information of a confidential nature / Confidential Information relating to the Company or its businesses or trade secrets. **Confidential Information** includes any confidential information in any form or media, and whether oral or written, relating, without limitation, to customers or potential customers, employees, officers or shareholders of the Company or any Group Company, prices or pricing policies, marketing information, concepts, inventions, patents, patent applications, know-how, designs, methodologies, techniques, protocols, procedures, formulations, compositions, compounds, processes, research, specifications, data, technical information, instructions, manuals, papers, financial information, marketing, manufacturing and commercial strategies, programs, devices, unique combinations of separate items that individually may or may not be generally known, items for which the Employee is under an obligation of confidentiality to other persons, and all analyses, compilations, data, studies, reports or other documents prepared or derived therefrom, advisors' reports, details of the experience, attributes, remuneration and personal information of persons employed or engaged by the Company or any Group Company, or any information which has been given to the Company or any Group Company in confidence by customers, suppliers or other persons;

**14. SUSPENSION**

14.1 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.

14.2 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.

**15. WORK PLACE RULES AND EMPLOYMENT POLICIES**

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

**16. 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 other trade, business or occupation unless you have first obtained the prior written consent of the Company.

**17. RETURN OF PROPERTY**

17.1 At any time during the Employment, including during any Garden Leave Period, the Company may require you to return promptly to the Company:

17.1.1 all original and copy documents, software, data, Confidential Information (as defined in clause 13.1) 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

17.1.2 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.

17.2 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.

**18. STATUTORY PARTICULARS**

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.

**19. DATA PROTECTION**

19.1 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.

19.2 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).

**20. MONITORING OF OFFICE EQUIPMENT**

20.1 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.

20.2 You will only access and use the Company's computer and electronic equipment for the purposes of the Company's business.

**21. THIRD PARTIES**

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.


**22. PRIOR AGREEMENTS**

22.1 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.

**23. GOVERNING LAW**

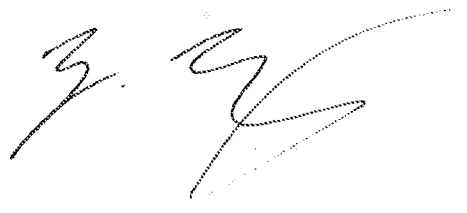
This Agreement will be governed by and construed in accordance with the laws of England and each of the parties submits to the exclusive jurisdiction of the English courts.

Signed by PHIL MITCHELL  
on behalf of

)  
) 

INTELLIGENT ENERGY LIMITED )

Signed by GARETH COATES )  
[EMPLOYEE] )  
in the presence of:

)  
) 

Name: NIMESH TAILOR

Address: 29 ROUNDHILL WAY

LOUGHBOROUGH

LE11 4WB

Occupation: MECH. DESIGN 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 contained in the Company's Staff Handbook 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 in the Company's Staff Handbook 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.