

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SERVICE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN PAUL SZCEZPANIK	11/01/2017
PHILIP SCHRYBER	08/02/2010
RECEIVING PARTY DATA	
Name:	PHASOR SOLUTIONS LIMITED
Street Address:	67 NEWHALL STREET
Internal Address:	LANCASTER HOUSE
City:	BIRMINGHAM
State/Country:	GREAT BRITAIN
Postal Code:	B3 1NQ
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16978136
Application Number:	17053611
CORRESPONDENCE DATA	
Fax Number:	(617)217-4699
<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:	6172174700
Email:	irene.gommerstadt@nelsonmullins.com, ipboston.docketing@nelsonmullins.com
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP
Address Line 1:	ONE FINANCIAL CENTER
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ATTORNEY DOCKET NUMBER:	PSM-004US & PSM-005US
NAME OF SUBMITTER:	REZA MOLLAAGHABABA
SIGNATURE:	/Reza Mollaaghababa/
DATE SIGNED:	04/23/2021
Total Attachments: 29	
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SERVICE AGREEMENT

(1) Phasor Solutions Limited

and

(2) John Paul Szczepanik

Dated

1st November 2017

SERVICE AGREEMENT

Date:

Parties:

- (1) **Phasor Solutions Limited**, a wholly owned subsidiary of Phasor, Inc, whose registered office is at Lancaster House, 67 Newhall Street, Birmingham, B3 1NQ (the "Company"; and
- (2) **John Paul Szczepanik** of [REDACTED] ("the Employee")

Operative Provisions:

1. **Interpretation**

In this Agreement, the definitions and rules and interpretation in this clause 1 apply:

"Appointment"	means the employment of the Employee by the Company on the terms of this Agreement;
"Board"	means the board of directors of the Company for the time being (including any committee of the board duly appointed by it);
"Commencement Date"	means the date of this Agreement;
"Confidential Information"	information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of any Group Company for the time being confidential to any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of any Group Company or any of their business contacts;
"Garden Leave"	any period during which the Company has exercised its rights under clause 16;
"Group"	means the Company together with: a) its Subsidiaries; b) its ultimate Holding Company; and c) all other Subsidiaries of that Holding Company and "Group Company" has a corresponding meaning;
"Holding Company"	has the meaning given to it in Section 1159 of the Companies Act 2006;
"Incapacity"	means any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out his/her duties;

“Subsidiary” has the meaning given to it in Section 1159 of the Companies Act 2006;

“Termination Date” means the date on which the employment of the Employee terminates, whenever it arises.

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. Appointment of the Employee

2.1 The Company employs the Employee and the Employee serves the Company as Chief Technology Officer, (CTO).

2.2 The roles and responsibilities of the Employee include, but are not limited to those set out in the appendix to this Agreement;

2.3 The Appointment shall begin on the Commencement Date and shall (subject as hereinafter provided) continue until terminated:

2.3.1 by either party giving the other not less than 3 months’ written notice;

2.3.2 The Company reserves the right to provide payment in lieu of notice.

2.4 The Employee will report to David Helfgott, or such other person nominated by the Company from time to time (“the Manager”).

2.5 The Employee’s period of continuous employment with the Company commenced on 14 July 2014.

2.6 The Employee consents to the transfer of his/her employment under this agreement to a Group Company at any time during the Appointment.

3 Place of work

3.1 The normal place of work is defined as Record Hall, 16 Baldwin Gardens, London EC1N 7RJ although the Employee will be required to work at any other location as the Company may reasonably require. The Company will be entitled to change within reason the Employee’s normal place of work temporarily or permanently to meet the needs of the business.

3.2 The Employee agrees to travel on the Company’s business (both within the United Kingdom or abroad) as may be required for the proper performance of his/her duties.

3.3 During the Appointment the Employee shall not be required to work outside the United Kingdom for any continuous period of more than one month.

4 Hours of work

The Employee’s normal working hours shall be flexible during the company’s core working hours of 08:00am to 18:00pm on Mondays to Fridays and total 40 hours per week. The Employee will be required to work such additional hours as are necessary for the proper

performance of his/her duties. The Employee acknowledges that he/she shall not receive further remuneration in respect of such additional hours.

5 Employee Warranties

- 5.1 The Employee represents and warrants to the Company that, by entering into this Agreement or performing any of his/he obligations under it, he/she will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him/her.
- 5.2 The Employee warrants that he/she is entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if he/she ceases to be so entitled during the Appointment.

6 Duties of the Employee

- 6.1 During the Appointment the Employee shall:
 - 6.1.1 carry out and report on the duties assigned to him/her by the Manager;
 - 6.1.2 unless prevented by incapacity, illness or injury, devote the whole of his/her working time, attention and skill to his/her duties and to the furtherance of the businesses and interests of the Company and the Group;
 - 6.1.3 comply with all reasonable and lawful directions given to him/her by the Company;
 - 6.1.4 in pursuance of his/her duties hereunder perform such services for Group Companies other than the Company as the Board may from time to time reasonably require;
 - 6.1.5 promptly make such reports to the Manager in connection with the affairs of any Group Company on such matters and at such times as are reasonably required;
 - 6.1.6 report his/her own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of any Group Company to the Manager immediately on becoming aware of it;
 - 6.1.7 use his/her best endeavours to promote, protect, develop and extend the business of the Company and the Group;
 - 6.1.8 consent to the Company monitoring and recording any use that he/she makes of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes; and
 - 6.1.9 comply with any electronic communications systems policy that the Company may issue from time to time.
- 6.2 The Employee shall not at any time during the continuance of this Agreement do any thing which may in the reasonable opinion of the Company bring the Company or any Group Company into disrepute or harm the goodwill or the reputation of the Company or any Group Company.
- 6.3 The Employee shall at the Company's expense undertake regulatory and compliance training, which, in the reasonable opinion of the Company, is necessary to comply with regulatory and compliance statutes, rules or best practice, in any or all of the countries in which the Company operates or conducts business, at such intervals as the Company may stipulate from time to time.

- 6.4 The Employee shall not at any time during the continuance of this Agreement without the previous written consent of the Company engage or be concerned or interested, either directly or indirectly, in any other trade, profession, business or occupation which in the reasonable opinion of the Company would create a conflict of interest or materially interfere with the proper performance of his/her duties or hold any directorship in any company other than a Group Company without prior written approval from the Company.
- 6.5 Nothing contained in this Agreement shall preclude the Employee from being interested in no more than 5 per cent of the issued shares or other securities of any class of any company which are private or listed or dealt in on a recognised Stock Exchange. The Employee may retain a higher percentage of shares after approval from the Board of Directors of the Company.
- 6.6 The Employee shall not accept any gift, bribe or inducement intended or which may be construed as intended to influence or gain improper advantage over the Employee's performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of the Company.
- 6.7 The Employee shall not offer or make any gift, bribe or inducement intended to or which may be construed as intended to influence or gain an improper advantage for the recipient or recipient's organisation in relation to any transaction or activity of the Company. This does not preclude the offer of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of the Company.

7 Salary

7.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8 Expenses

8.1

[REDACTED]

[REDACTED]

[REDACTED]

9 Bonus

9.1

10 Pension

11 Holidays

- 11.1 The Company's holiday year runs from 1st January to 31st December. If the Employee's employment starts or finishes part way through the holiday year, their holiday entitlement during that year shall be calculated on a pro-rata basis.
- 11.2 The Employee shall be entitled, in addition to the normal public and bank holidays, to 25 working days paid holiday in each calendar year to be taken at such times as his/her Manager may approve in advance and in accordance with guidelines established by the Board from time to time. He/she will not be permitted to carry over unused holiday entitlement into a following holiday year except with the express written consent of the Company.
- 11.3 Although the Company will endeavour to agree to the Employee's proposed holiday dates wherever possible, it reserves the right to withhold approval where necessary to protect the interest of the business. The Employee will not normally be allowed to take a holiday extending over more than 10 consecutive working days.
- 11.4 If the employment of the Employee shall be terminated, otherwise than by reason of his/her dismissal under clause 15.1.3, 15.1.4 15.1.6, 15.1.7 or 15.1.8 during any calendar year before he/she has had his/her full entitlement to holidays for that year pro rated to the date of termination, then he/she shall be entitled to accrued holiday pay of one day's salary (i.e. 1/260th of the Employee's annual salary) for each complete day of his/her entitlement not taken and accrued due at such termination. If the Employee has taken more days holiday than his/her full entitlement to holidays for that year pro rated to the date of termination, then the Company shall be entitled to reduce the Employee's final salary payment by one day's salary (i.e. 1/260th of the

Employee's annual salary) for each complete day of his/her entitlement taken in excess of the pro rated holiday entitlement.

12 Sickness, Absence and Medical Examination

- 12.1 If the Employee is absent from work for any reason, he/she must personally call his/her manager by no later than 9.00am to notify him/her of the absence and the reason for the absence. Notification by text message or e-mail or other messaging service is not acceptable. Should the absence be for reasons of sickness the Employee must advise his/her manager of the nature of the illness, and where possible the anticipated length of absence.
- 12.2 In respect of absence lasting 7 or fewer calendar days, the Employee will be required to complete a self-certification form on return to work explaining the reasons for the absence. In respect of absence lasting more than 7 calendar days the Employee must on or before the 8th calendar day of absence provide the Company with a doctor's medical certificate ("Fitness for Work Note") stating the reasons for absence and thereafter provide a like certificate to cover subsequent periods of absence on or before the expiry of the previous certificate.
- 12.3 The Company reserves the right to contact the Employee by telephone or to make pastoral visits during any prolonged period of absence.
- 12.4 Subject to complying with the provisions in clauses 12.1 and 12.2, if the Employee is absent from work due to Incapacity he/she shall for the first 4 weeks of absence in any period of 12 months be entitled to receive his/her salary at full rate and thereafter shall receive such (if any) sums by way of remuneration during periods of his/her Incapacity as the Company may decide. These payments shall be inclusive of any Statutory Sick Pay (SSP) due.
- 12.5 If the Employee has been on long term sick leave continuously for over a year, he/she shall not qualify for sick pay again until he/she has returned to work for a total of eight weeks.
- 12.6 If at any time during the continuance of this Agreement the Employee suffers from Incapacity which is or appears to be occasioned by negligence of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Board of that fact and of any claim, compromise, settlement or judgement made or awarded in connection with it and all relevant particulars the Board may reasonably require. The Employee shall if required by the Company co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by him relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by him in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Company in respect of the period of Incapacity.
- 12.7 The Employee agrees to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company should the Company so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.

13 Confidentiality

- 13.1 The Employee acknowledges that in the course of the Appointment he/she will have access to Confidential Information. The Employee has therefore agreed to accept the

restrictions in this clause 13.

13.2 The Employee shall:

13.2.1 at all times refrain from disclosing to any person any trade secret, or any information concerning the organisation, business, affairs, finances or transactions of the Company or any Group Company which is of a confidential nature which may come to his/her knowledge during his/her employment (except where such disclosure is made in the proper performance of his/her duties or, properly authorised by the Board or in compliance with the order of a court or regulatory body of competent jurisdiction);

13.2.2 during the continuance of this Agreement use all reasonable endeavours to prevent the disclosure of any such trade secrets and confidential information;

13.2.3 keep with complete secrecy all such trade secrets and confidential information entrusted to him/her; and

13.2.4 not use or attempt to use any such trade secrets or confidential information in any manner which is not in the proper performance of his/her duties or which may injure or cause loss either directly or indirectly to the Company or its business or may be likely so to do.

13.3 The provisions of clause 13.1 shall be without prejudice to clause 14 below and shall continue to apply after the termination of this Agreement without limit in point of time, but shall cease to apply to information or knowledge, which may come into the public domain through no fault of the Employee.

13.4 The Employee shall not during the continuance of this Agreement make, otherwise than for the benefit of the Company, any notes or memoranda or, by any other means of data storage, assemble or prepare data or information relating to any matter within the scope of business of the Company or concerning any of its dealings or affairs nor shall the Employee either during the continuance of this Agreement or after its termination use or permit to be used any such notes, memoranda, data or information otherwise than for the benefit of the Company, it being the intention of the parties that all such notes, memoranda, data and information made, assembled or prepared by the Employee shall be the property of the Company and that the same shall be surrendered or delivered to the Company upon the termination of the Employee's employment .

14 Intellectual Property

The following definitions and rules of interpretation apply in this Agreement:

"Employment Inventions" any Invention which is made wholly or partially by the Employee at any time during the course of his/her employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form).

"Employment IPRs" Intellectual Property rights created by the Employee in the course of his/her employment with the Company (whether or not during working hours or using Company premises or resources).

"Intellectual Property Rights" patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software,

database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

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

- 14.1 The Employee acknowledges that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, the Employee holds them on trust for the Company.
- 14.2 The Employee acknowledges that, because of the nature of his/her duties and the particular responsibilities arising from the nature of his/her duties, he/she has, and shall have at all times while he/she is employed by the Company, a special obligation to further the interests of the Company.
- 14.3 To the extent that legal title in and to any Employment IPRs or Employment Inventions does not vest in the Company by virtue of clause 14.1, the Employee agrees, immediately on creation of such rights and Inventions, to offer to the Company in writing a right of first refusal to acquire them on arm's length terms to be agreed between the parties. If the parties cannot agree on such terms within 30 days of the Company receiving the offer, the Company shall refer the dispute for determination to an expert who shall be appointed by the President of the Chartered Institute of Arbitrators. The expert's decisions shall be final and binding on the parties in the absence of manifest error, and the costs of arbitration shall be borne equally by the parties. The parties will be entitled to make submissions to the expert and will provide (or procure that others provide) the expert with such assistance and documents, as the expert reasonably requires for the purpose of reaching a decision. The Employee agrees that the provisions of this clause 14.3 shall apply to all Employment IPRs and Employment Inventions offered to the Company under this clause 14.3 until such time as the Company has agreed in writing that the Employee may offer them for sale to a third party.
- 14.4 The Employee agrees:
 - 14.4.1 to give the Company full written details of all Employment IPRs or Employment Inventions promptly on their creation;
 - 14.4.2 at the Company's request and in any event on the termination of his employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;
 - 14.4.3 not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company; and
 - 14.4.4 to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by the Employee.
- 14.5 The Employee waives all his/her present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and

agrees not to support, maintain or permit any claim for infringement of moral rights in such copyright works.

- 14.6 The Employee acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Employee in respect of his/her compliance with this clause. This clause is without prejudice to the Employee's rights under the Patents Act 1977.
- 14.7 The Employee undertakes to use his/her best endeavours to execute all documents and do all acts both during and after his/her employment by the Company as may, in the opinion of the Board, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Company agrees to reimburse the Employee's reasonable expenses of complying with this clause 14.7.
- 14.8 The Employee agrees to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.
- 14.9 The Employee hereby irrevocably appoints the Company to be his/her attorney in his/her name and on his/her behalf to execute documents, use the Employee's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause.
- 14.10 The provisions of this clause 14 shall continue to apply after termination of this Agreement without limit in point of time.

15 Termination

- 15.1 In addition to the notice of termination provisions contained in clause 2.3, the Company may terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:
 - 15.1.1 is incapacitated by physical or mental illness, injury or otherwise from performing his/her duties under this Agreement for 180 working days in any period of 12 months;
 - 15.1.2 becomes bankrupt or applies for a receiving order or has a receiving order made against them or enters into any arrangement or composition with his/her creditors;
 - 15.1.3 is convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect his/her office hereunder or bring the Company into disrepute);
 - 15.1.4 is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his/her duties;
 - 15.1.5 ceases to be eligible to work in the United Kingdom;
 - 15.1.6 refuses or fails to complete regulatory or compliance training in accordance with clause 6.3 of this Agreement;

- 15.1.7 through negligence or deliberate act does not comply with the Confidentiality (13) and Intellectual Property (14) clauses of this Agreement; or
 - 15.1.8 is guilty of any fraud or dishonesty or gross misconduct during the course of his/her employment or if he/she conducts themselves outside the course of his/her employment in such a manner that in the reasonable opinion of the Board the interests of the Company or any Group Company might be prejudiced.
- 15.2 On the termination of the Employee's employment for any reason:
- 15.2.1 the Company shall be entitled to deduct from any moneys due or thereafter becoming due from the Company to the Employee any moneys which may then be due or thereafter become due from the Employee to the Company;
 - 15.2.2 any provision of this Agreement which is expressed to have effect after its termination shall nevertheless continue in full force and effect in accordance with its terms; and
 - 15.2.3 the Employee shall immediately deliver up to the Company all documents and other property which may be in his/her possession or under his/her control which belong to the Company or which relate in any way to the business of any Group Company.

16 Garden Leave

- 16.1 Following service of notice to terminate the Appointment by either party, or if the Employee purports to terminate the Appointment in breach of contract, the Board may by written notice place the Employee on Garden Leave for the whole or part of the remainder of the Appointment.
- 16.2 During any period of Garden Leave:
- 16.2.1 the Company shall be under no obligation to provide any work to the Employee and may revoke any powers the Employee holds on behalf of any Group Company;
 - 16.2.2 the Company may require the Employee to carry out alternative duties or to only perform such specific duties as are expressly assigned to the Employee, at such location (including the Employee's home) as the Company may reasonably decide;
 - 16.2.3 the Employee shall continue to receive his/her basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
 - 16.2.4 the Employee shall remain an employee of the Company and bound by the terms of this Agreement (including any implied duties of good faith and fidelity);
 - 16.2.5 the Employee shall ensure that his/her Manager knows where he/she will be and how he/she can be contacted during each working day (except during any periods taken as holiday in the usual way);
 - 16.2.6 the Company may exclude the Employee from any premises of the Company or any Group Company; and
 - 16.2.7 the Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client,

customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Group Company.

17 Obligations on Termination

- 17.1 On termination of the Appointment (however arising) or, if earlier, at the start of a period of Garden Leave, the Employee shall:
- 17.1.1 resign immediately without compensation from office as director of the Company or any Group Company and all offices held by him/her on behalf of any Group Company. In the event of his/her failure to do so the Company is irrevocably authorised to appoint a person in his/her name and on his/her behalf to execute any documents and to do all things required to give effect thereto;
 - 17.1.2 Subject to clause 17.2, immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of any Group Company or its business contacts, any keys, credit cards and any other property of any Group Company, which is in his/her possession or under his/her control;
 - 17.1.3 irretrievably delete any information relating to the business of any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises; and
 - 17.1.4 provide a signed statement that he has complied fully with his obligations under this clause 17.1 together with such reasonable evidence of compliance as the Company may request
- 17.2 Where the Employee has been placed on Garden Leave he/she shall not be required by clause 17.1 to return until the end of the Garden Leave period any property provided to him as a contractual benefit for use during the Appointment.

18 Amalgamation and Reconstruction

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Group Company, whether by winding up or otherwise, and the Employee is offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

19 Restrictive Covenants

- 19.1 For the purposes of this clause 19:
- | | |
|-----------------------------|--|
| "Company" | means Phasor Solutions Limited; |
| "Restricted Period" | shall mean the period of 12 months commencing on the Termination Date; |
| "Specified Area" | means direct competition of the Company; |
| "Specified Business" | means any business in direct competition to the Company and such other business as the Board may decide from time to time; |

“Specified Capacity” means each of the following capacities:

- (i) as principal whether solely or jointly with any other person;
- (ii) as partner with any other person;
- (iii) as agent for any other person;
- (iv) as trustee for any other person;
- (v) as an employee of any other person;
- (vi) as a consultant or adviser to any other person;
- (vii) as an officer of any company; or
- (viii) as the owner of any interest in any shares or other securities in any company (except as provided in clause 6.5);

19.2 Since the Employee is likely to obtain in the course of his/her employment with the Company confidential information of the Company he/she hereby agrees that in addition to the restrictions contained in clauses 13 and 14 they will be bound by the restrictions set out in clause 19.3.

19.3 The Employee shall not, directly or indirectly, during the Restricted Period within the Specified Area in any specified capacity:

19.3.1 solicit or endeavour to solicit from any person who shall have been a client or customer or potential customer of the Company during the 12 months preceding such termination any business falling within the definition of Specified Business set out in clause 19.1;

19.3.2 attempt to induce any person to leave the employment of the Company or to cease to provide his/her services to the Company;

19.3.3 employ or obtain the services of any person who within six months prior to the termination of the Employee’s employment hereunder was an officer, employee or consultant of the Company;

19.3.4 carry on or be interested in all or any of the Specified Business; or

19.3.5 at any time after Termination, represent him/herself as connected with the Company or any Group Company in any Capacity, other than as a former employee, or use any registered business names or trading names associated with the Company or any Group Company.

19.4 The restrictions imposed on the Employee by this clause 19 apply to him/her acting:

19.4.1 directly or indirectly; and

19.4.2 on his/her own behalf or on behalf of, or in conjunction with, any firm, company or person.

19.5 The period for which the restrictions in this clause 19 apply shall be reduced by any period that the Employee spends on Garden Leave immediately before Termination.

19.6 If the Employee receives an offer to be involved in a business concern in any capacity during the Appointment, or before the expiry of the last of the covenants in this clause 19, the Employee shall give the person making the offer a copy of this clause 19 and shall tell the Company the identity of that person as soon as possible.

- 19.7 The Employee will, at the request and expense of the Company, enter into a separate agreement with any Group Company in which he/she agrees to be bound by restrictions corresponding to those restrictions in this clause 19 (or such of those restrictions as the Company deems appropriate) in relation to that Group Company.
- 19.8 The restrictions in clause 19.3 are considered by the parties to be reasonable in all the circumstances, but if any such restriction shall be held by any court to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company the said restrictions shall apply with such modifications as may be necessary to render them valid and effective.
- 19.9 Each of the obligations contained in clause 19.3 shall be a separate and several obligation.

20 Data Protection Act

- 20.1 The Data Protection Act 1998 (the "Act") affects the Company and its employees. The Act regulates the processing of personal data including sensitive personal data and governs the way in which personal data is to be obtained, processed and protected.
- 20.2 The Employee is required to comply with the provisions of the Act and/or any modifying legislation. In addition, no information held by the Company or the Employee may be divulged to a third party outside the Company without the express and prior permission of the Company except in cases where non disclosure exemptions apply.
- 20.3 The Employee consents to the Company processing data relating to him/her for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Act) relating to him/her, including as appropriate:
- 20.3.1 information about physical or mental health or condition in order to monitor sick leave and take decisions in respect of fitness for work;
 - 20.3.2 information about racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
 - 20.3.3 in order to comply with legal and regulatory requirements and obligations to third parties; and
 - 20.3.4 other sensitive data as may be relevant.
- 20.4 The Company may make such information available to those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential purchasers of the Company or the business in which the Employee works, and as may be required by law or regulation.

21 Disciplinary and Grievance Procedures

The Company's disciplinary and grievance procedures are contained in the staff handbook. They are for guidance only, are not incorporated into this service agreement and therefore do not form part of the Employee's contract of employment. The Company will be entitled to amend such procedures from time to time as it thinks fit.

22 Notices

Any notice to be given under this Agreement may be served by prepaid registered letter sent through the post addressed, in the case of a notice to be given to the Employee, to them at his/her last known place of residence and, in the case of a notice to be given to the Company, to it as its registered office for the time being; and any notice so served shall be deemed to have

been served 48 hours after it was posted and proof that the notice was properly addressed, prepaid and posted shall be sufficient evidence of service.

23 Collective Agreements

There is no collective agreement which directly affects the Appointment.

24 Entire Agreement

24.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

24.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24.4 Nothing in this clause shall limit or exclude any liability for fraud.

25 Variation

No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

26 Governing Law

This Agreement shall be interpreted and enforced in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the English courts.

27 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of Phasor
Solutions Limited

A handwritten signature in black ink, appearing to read "D. Kelly", written over a dotted line. To the left of the signature is a vertical dotted line.

Signed by John Paul Szczepanik

A handwritten signature in black ink, appearing to read "J. P. Szczepanik", written over a dotted line.

ROLES AND RESPONSIBILITIES OF THE CTO

- 1 Technical Vision: The CTO must work with the CEO and other executives to develop/refine a technology strategy for the company. This involves goal-setting, discussing technical options, and analyzing the risks. The technical strategy must align with the company's overall business objectives, so the CTO needs both technical skill, and is integral to Business Planning.
- 2 Development & Production: Working with the Engineering and Production Leads, the CTO is responsible for making sure the technology Leads are on track and aligned to the company roadmap, aids/drives technical recruitment efforts & technical operations, and advocates for innovative ideas and individuals on the team. The CTO maximizes the efficiency of development & production efforts by coordinating the various teams and operations involved in the process and ensuring there is no overlap.
- 3 Business Development: The CTO provides technical expertise to the CEO & business development activities within the company, helping build relationships with potential customers, building confidence in the company's vision, participating in customer meetings, and making sure the customer and market requirements are incorporated in the companies technical development roadmap.
- 4 Market Technology Analysis & Competitor Intel: The CTO has a responsibility to keep up with competitive trends, both in the market and among competitors and assists in building the company's presence and reputation in the market. The CTO keeps an eye out for new technological developments that can keep the company ahead of competitors, improve efficiency and customer satisfaction.
- 5 Marketing & External Representation: The CTO provides the face of the company's technical vision, and must be seen as the subject matter expert in Phasor's core and adjacent technologies. This is done by engaging in speaking opportunities, conferences, media activities, etc. Within the Company, the CTO works with the CEO, and marketing and business development teams to create messaging and positioning strategies which underscore this objective



SERVICE AGREEMENT

(1) Phasor Solutions Limited

and

(2) Philip Schryber

Dated August 2th 2010

SERVICE AGREEMENT

Date: August 2nd 2010

Parties:

- (1) PHASOR SOLUTIONS Limited whose registered office is at The Elms Courtyard, Bromesberrow, Ledbury, HR8 1RZ ("the Company"); and
- (2) Philip Schryber of [REDACTED] ("the Employee").

Operative Provisions:

1. Interpretation

In this Agreement, unless the context otherwise requires:

"the Board"	means the board of directors of the Company for the time being;
"the Commencement Date"	means the date of this Agreement;
"the Group"	means the Company and any other company (wherever incorporated) which, at the relevant time, is a holding company or a subsidiary (other than the Company) of a holding of the Company, and "member of the Group" shall be construed accordingly;
"Termination Date"	means the date on which the employment of the Employee terminates, whenever it arises;

- 1.1 And any reference to a statutory provision is a reference to that provision as for the time being re-enacted, amended, modified or extended.
- 1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. Appointment of the Employee

- 2.1 The Company will employ the Employee and the Employee will serve the Company as Principal RFIC Design Engineer
- 2.2 The employment of the Employee under this Agreement shall begin on the Commencement Date and shall (subject as hereinafter provided) continue until terminated
 - 2.2.1 by the Company giving to the Employee not less than 2 months' written notice
 - 2.2.2 or the Employee giving to the Company not less than 2 months' written notice.
- 2.3 You will report to Vito Levi D'Ancona, Chief Executive Officer, or such other

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person nominated by the Board from time to time, ("your Manager").

3 Duties of the Employee

- 3.1 In the capacity specified in clause 2.1 the Employee shall during the continuance of this Agreement:
- 3.1.1 carry out and report on the duties assigned to you by your Manager;
 - 3.1.2 unless prevented by incapacity, illness or injury, devote the whole of his working time, attention and skill to his duties and to the furtherance of the businesses and interests of the Company and the Group;
 - 3.1.3 conform to such hours of work as may from time to time be reasonably required of his on the understanding that the performance of his duties may require the Employee to work outside the Company's normal business hours.
 - 3.1.4 in pursuance of his duties hereunder perform such services for members of the Group other than the Company as the Board may from time to time reasonably require;
 - 3.1.5 undertake such travel both within the United Kingdom and abroad as may be reasonably necessary for the proper performance of his duties; and
 - 3.1.6 serve the Company and any member of the Group from any of its principal places of business within the United Kingdom or from a home office or on a temporary basis at such other place or places at which it has or hereafter acquires a place of business as deemed appropriate by the Employee.
- 3.2 The Employee shall not at any time during the continuance of this Agreement do any thing which may in the reasonable opinion of the Board bring the Company or any member of the Group into disrepute or harm the goodwill or the reputation of the Company or any member of the Group.
- 3.3 The Employee shall not at any time during the continuance of this Agreement without the previous written consent of the Board engage or be concerned or interested, either directly or indirectly, in any other trade, profession, business or occupation which in the reasonable opinion of the Board would materially interfere with the proper performance of his duties or hold any directorship in any company other than a member of the Group without prior written approval from the Board.
- 3.4 Nothing contained in this Agreement shall preclude the Employee from being interested in no more than 5 per cent of the issued shares or other securities of any class of any company which are private or listed or dealt in on a recognised Stock Exchange.

4 Remuneration and Expenses

- 4.1 

- 4.2 The Employee's salary under clause 4.1 above shall be:

- 4.3 In addition to the above remuneration the Employee will receive discretionary options.
- 4.4 The company does not operate a Company car policy. However, the Employee shall be reimbursed for all permitted company mileage on an expense basis at a level of 40p/mile (reviewed on an annual basis and in line with the maximum allowable inland revenue tax free guidelines)
- 4.5 The Company shall reimburse the Employee for all reasonable travelling, hotel and other out of pocket expenses which he may properly incur in carrying out his duties. The Employee shall produce to the Company receipts for such expenses or other reasonable and proper evidence thereof to the satisfaction of the Board.

5 Holidays

- 5.1 The Employee shall be entitled, in addition to the normal public and bank holidays, to 25 working days' paid holiday in each calendar year to be taken at such times as your Manager may approve and in accordance with guidelines established by the Board from time to time. You will not be permitted to carry over unused holiday entitlement into a following holiday year except with the express written consent of the Company.
- 5.2 The Employee shall be entitled, with the agreement of the board to take prorated pay in lieu of unused holiday should company activity dictate.
- 5.3 If the employment of the Employee shall be terminated, otherwise than by reason of his dismissal under clause 9.1.3, 9.1.4 or 9.1.5 during any calendar year before he has had his full entitlement to holidays for that year, then he shall be entitled to accrued holiday pay of one day's salary (i.e. [1/260] the of the Employee's annual salary) for each complete day of his entitlement not taken and accrued due at such termination.

6 Sickness and Medical Examination

- 6.1 If the Employee shall at any time be incapacitated or prevented by illness, injury, accident or any other circumstances beyond his control (hereinafter referred to as "incapacity") from carrying out in full his duties under this Agreement he shall for the first 12 weeks of his incapacity in any period of 24 months be entitled to receive his salary at full rate and thereafter shall receive such (if any) sums by way of remuneration during periods of his incapacity as the Board may decide; the Employee shall claim all State sickness benefits available to him and account to the Company for all such state benefits received by him during any period for which his salary is paid under this clause 6.1.

- 6.2 Any salary paid to the Employee by virtue of clause 6.1 in respect of any period shall satisfy any entitlement of the Employee to receive Statutory Sick Pay from the Company in respect of that period.
- 6.3 If at any time during the continuance of this Agreement the Employee suffers from incapacity which is or appears to be occasioned by action negligence of a third party in respect which damages are or may be recoverable, the Employee shall forthwith notify the Board of that fact and of any claim, compromise, settlement or judgement made or awarded in connection therewith and shall give to the Board all such particulars of such matters as the Board may reasonably require and shall if so required by the Board refund to the Company such sum (not exceeding the amount of damages recovered by his under such compromise, settlement or judgement borne by the Employee and not exceeding the aggregate of the remuneration paid to him by way of salary and commission in respect of the period of his incapacity) as the Board may determine.
- 6.4 The Board may at its discretion require the Employee to furnish evidence satisfactory to the Board of any sickness, injury or incapacity of the Employee and at least once in each calendar year and otherwise as the Board may determine the Employee will undergo a medical examination by a medical practitioner nominated by the Company; the Company shall bear the cost of any such examination and shall be entitled to full disclosure of the results thereof.

7 Confidentiality

- 7.1 The Employee shall:
- 7.1.1 at all times refrain from disclosing to any person any trade secret, or any information concerning the organisation, business, affairs, finances or transactions of the Company or any member of the Group which is of a confidential nature which may come to his knowledge during his employment hereunder (except where such disclosure is made in the proper performance of his duties or, properly authorised by the Board or in compliance with the order of a court of competent jurisdiction);
 - 7.1.2 during the continuance of this Agreement use all reasonable endeavours to prevent the disclosure of any such trade secrets and confidential information;
 - 7.1.3 keep with complete secrecy all such trade secrets and confidential information entrusted to his ; and
 - 7.1.4 not use or attempt to use any such trade secrets or confidential information in any manner which is not in the proper performance of his duties hereunder or which may injure or cause loss either directly or indirectly to the Company or its business or may be likely so to do.
- 7.2 The provisions of clause 7.1 shall be without prejudice to clause 8 hereof and shall continue to apply after the termination of this Agreement for a period of 12 months, but shall cease to apply to information or knowledge which may come into the public domain through no fault of the Employee.
- 7.3 The Employee shall not during the continuance of this Agreement make,

otherwise than for the benefit of the Company, any notes or memoranda or, by any other means of data storage, assemble or prepare data or information relating to any matter within the scope of business of the Company or concerning any of its dealings or affairs nor shall the Employee either during the continuance of this Agreement or after its termination use or permit to be used any such notes, memoranda, data or information otherwise than for the benefit of the Company, it being the intention of the parties that all such notes, memoranda, data and information made, assembled or prepared by the Employee shall be the property of the Company and that the same shall be surrendered or delivered to the Company upon the termination of the Employee's employment hereunder.

8 Intellectual Property

8.1 In this clause:

"Design"	means any design which is registrable under the Registered Designs Act 1949 or in respect of which design rights subsist under section 213 of the Copyright, Designs and Patents Act 1988;
"Drawing"	means any drawing, picture, photograph, plan or sketch in any form;
"Invention"	means any invention whether patentable or not under the Patents Act 1977 or by virtue of any international convention or treaty, together with the right to apply in any part of the world for appropriate protection therefor;
"Know-how"	means any method, technique, discovery, secret process or the like not amounting to an Invention, and any associated data or technical information;
"Records"	means any samples, models, documents (as defined in section 10 of the Civil Evidence Act 1968), notebooks or other records in any form, including data stored in a computer or otherwise; and
"Software"	means any computer programs, including preparatory design material therefore any documentation relating thereto, and any media containing or recording any part of any of the foregoing items.

8.2 Invention and any Know-how which is made, obtained, acquired, produced or found by the Employee during the course of his employment shall, subject to the provisions of the Patents Act 1977, belong exclusively to the Company, and the Employee shall upon making, obtaining, acquiring, producing or finding such Invention or Know-how forthwith disclose the same to the Company or as it may direct.

8.3 The Company and the Employee shall each keep confidential any Invention which is disclosed to the Company by the Employee until its ownership has been determined. If the Invention belongs to the Employee the Company shall thereafter continue to keep it confidential, but shall have 90 days from the date of its disclosure to the Company to consider whether to make an offer for it,

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during which time the Employee, shall not disclose, license or assign the Invention to any other person. If the Invention belongs to the Company, the Employee shall thereafter continue to keep it confidential until it is published by or with the consent of the Company.

- 8.4 The signature by the Employee, as inventor, of any assent which may be required for, or which forms part of, any application for protection of any Invention which belongs to or is acquired by the Company, shall operate as a binding acknowledgement by the Employee that, insofar as the subject of that application is not already vested in the Company by operation of law, it is one in respect of which the right to apply for protection, the right to claim priority for that application under any treaty, convention or otherwise and the beneficial interest in any protection that may be obtained, is vested in the Company.
- 8.5 All Designs, Drawings, Records and Software which are made by the Employee in the course of his employment shall belong exclusively to the Company, together with any copyright or design therein, whether registrable or unregistrable, the right to apply throughout the world for appropriate protection therefor, whether by virtue of any treaty, convention or otherwise, and all other rights of a like nature therein which are conferred under the laws of the United Kingdom and all other countries of the world, for the full term thereof and any renewals or extensions thereof.
- 8.6 In respect of any Invention made by the Employee which belongs to or is acquired by the Company and any Design made by the Employee in the course of his employment, the Employee shall, if and when required to do so by the Company, at any time both during the period of or after the termination of his employment by the Company, and at the Company's expense but for no further consideration:
 - 8.6.1 furnish any description, drawing, specification or other information which the Company may require in relation to such Invention or Design;
 - 8.6.2 apply for or join in applying for a patent, registered design or such other protection as the Company may require in relation to such Invention or Design;
 - 8.6.3 execute all such documents and do all such acts and things as the Company may reasonably require to obtain such patent, registered design or other protection and to vest the same and all rights therein and the title thereto absolutely in the Company or in such persons as the Company may direct and to maintain such patent, registered design or other protection in force or to extend the term thereof.
- 8.7 The Employee shall forthwith deliver up to the Company all Designs, Drawings, Records and Software which are made by the Employee in the course of his employment:
 - 8.7.1 on request by the Company at any time during the period of his employment; and
 - 8.7.2 on the termination of his employment;
- 8.8 The provisions of this clause 8 shall continue to apply after termination of this

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Agreement without limit in point of time.

9 Termination

- 9.1 The Company may (without prejudice to and in addition to any other remedy) forthwith terminate this Agreement without prior notice to the Employee or payment in lieu thereof if the Employee:
- 9.1.1 is incapacitated by illness, injury or otherwise from performing his duties under this Agreement for 180 working days in any period of 12 months;
 - 9.1.2 becomes of unsound mind and he is either admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or an order is made by a court having jurisdiction in matters concerning mental disorder for his detention or for the appointment of a receiver or other person to exercise powers with respect to his property or affairs.
 - 9.1.3 becomes bankrupt or applies for a receiving order or has a receiving order made against him or enters into any arrangement or composition with his creditors;
 - 9.1.4 is convicted of any criminal offence (other than an offence under the Road Traffic Acts for which a penalty of imprisonment is not imposed or an offence which in the reasonable opinion of the Board does not affect his office hereunder or bring the Company into disrepute); or
 - 9.1.5 is guilty of dishonesty or gross misconduct during the course of his employment or if he conducts himself outside the course of his employment in such a manner that in the reasonable opinion of the Board the interests of the Company or any member of the Group might be prejudiced.
- 9.2 Upon termination of this Agreement under clause 9.1 the Employee shall be paid his salary accrued to the date of termination, but he shall not be entitled to any other payment or compensation whatsoever in respect of such termination.
- 9.3 The employment of the Employee shall terminate automatically without breach by either party on the Employee attaining the normal retirement age of the Company which is 65 years of age.
- 9.4 On the termination of the Employee's employment for any reason:
- 9.4.1 the Company shall be entitled to deduct from any moneys due or thereafter becoming due from the Company to the Employee any moneys which may then be due or thereafter become due from the Employee to the Company;
 - 9.4.2 any provision of this Agreement which is expressed to have effect after its termination shall nevertheless continue in force in accordance with its terms; and
 - 9.4.3 the Employee shall forthwith deliver up to the Company all documents and other property which may be in his possession or under his control

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which belong to the Company or which relate in any way to the business of any member of the Group.

10 Consequences of Termination

- 10.1 Upon the termination of the employment of the Employee under this Agreement for whatever reason the Employee shall upon the request of the Company resign without claim for compensation from office as a director of the Company and any other member of the Group and from all offices held by him in any such company and in the event of his failure to do so the Company is hereby irrevocably authorised to appoint some person in his name and on his behalf to execute any documents and to do all things requisite to give effect thereto. Any resignation pursuant to this sub-clause shall be without prejudice to any claim for breach of this Agreement but the Employee shall not be entitled to any damages or compensation by reason of the termination of his appointment as director of the Company and/or any other member of the Group following on termination of this Agreement.
- 10.2 The Employee shall not at any time after the termination of his employment hereunder, howsoever caused, represent him self as being in any way connected with or interested in the business of the Company or any member of the Group.

11 Amalgamation and Reconstruction

- 11.1 If before the expiration of this Agreement the employment of the Employee hereunder shall be terminated by reason of the liquidation of the Company for the purpose of amalgamation or reconstruction or as part of any arrangement for the amalgamation or reconstruction of the Company not involving liquidation and the Employee shall be offered employment with the amalgamated or reconstructed company on terms not less favourable than the terms of this Agreement, the Employee shall have no claim against the Company in respect of the termination of his employment hereunder.
- 11.2 If before the expiration of this Agreement the Company or a major part thereof shall be disposed of or its operations or a major part of its operations shall be discontinued and the Employee shall be offered employment by any other member of the Group of a status commensurate with his status hereunder and which is otherwise suitable having regard to the circumstances appertaining to the Employee and on terms no less favourable than the terms of this Agreement, the Employee shall have no claim against the Company in respect of the termination of his employment hereunder.

12 Competition

- 12.1 For the purposes of this clause 12:

"Company" means PHASOR SOLUTIONS Ltd;

"Restricted Period" shall mean the period of 12 months commencing on the Termination Date less any period of suspension of the Employee by the Company or exclusion of the Employee from any premises of the Company pursuant to clause 3.2;

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"Specified Area" means direct competition of the Company;

"Specified Business" means any business in direct competition to the Company and such other business as the Board may decide from time to time;

"Specified Capacity" means each of the following capacities:

- (i) as principal whether solely or jointly with any other person;
- (ii) as partner with any other person;
- (iii) as agent for any other person;
- (iv) as trustee for any other person;
- (v) as an employee of any other person;
- (vi) as a consultant or adviser to any other person;
- (vii) as an officer of any company; or
- (viii) as the owner of any interest in any shares or other securities in any company (except as provided in clause 3.5);

12.2 Since the Employee is likely to obtain in the course of his employment with the Company confidential information of the Company he hereby agrees that in addition to the restrictions contained in clauses 7 and 8 he will be bound by the restrictions set out in clause 12.3.

12.3 The Employee shall not, directly or indirectly, during the Restricted Period within the Specified Area in any specified capacity:

12.3.1 solicit or endeavour to solicit from any person who shall have been a client or customer or potential customer of the Company during the 12 months preceding such termination any business falling within the definition of "Specified Business" set out in clause 12.1;

12.3.2 attempt to induce any person to leave the employment of the Company or to cease to provide his services to the Company;

12.3.3 employ or obtain the services of any person who within six months prior to the termination of the Employee's employment hereunder was an officer employee or consultant of the Company; or

12.3.4 carry on or be interested in all or any of the Specified Business.

12.4 The restrictions in clause 12.3 are considered by the parties to be reasonable in all the circumstances, but if any such restriction shall be held by any court to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company the said restrictions shall apply with such modifications as may be necessary to render them valid and effective.

12.5 Each of the obligations contained in clause 12.3 shall be a separate and

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several obligations.

13 Notices

Any notice to be given under this Agreement maybe served by prepaid registered letter sent through the post addressed, in the case of a notice to be given to the Employee, to him at his last known place of residence and, in the case of a notice to be given to the Company, to it as its registered office for the time being; and any notice so served shall be deemed to have been served 48 hours after it was posted and proof that the notice was properly addressed, prepaid and posted shall be sufficient evidence of service.

14 Governing Law

This Agreement shall be interrupted and enforced in accordance with the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

15 Supercession of Previous Agreements

This Agreement supersedes and is in substitution for any subsisting agreements between the Company or any member of the Group and the Employee relating to his employment and all such subsisting agreements shall be deemed to have been terminated by mutual consent with effect from the Commencement Date.

16 Supplemental

The provisions of the Schedule hereto shall have effect for the purposes of the Employment Rights Act 1996.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first above written.

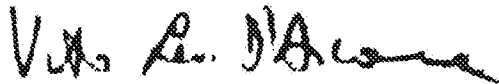
THE SCHEDULE

1. The Company's disciplinary Rules and Procedures on the date of this Agreement are applicable to the Employee and a copy thereof has been supplied to the Employee, the Board will be entitled to amend such disciplinary rules from time to time as it thinks fit.
2. Grievance procedure: If the Employee has a grievance he will supply the Board with full written details and within 14 days after receipt by the Board of such details he will meet with the Board for the purpose of endeavouring to resolve by mutual agreement the matter(s) specified or referred to in the notice.
3. Appeals procedure: In the event that any matter which is specified or referred to in a written notice served by the Employee on the Board pursuant to paragraph 2 of this Schedule has not been resolved to the reasonable satisfaction of the Employee within 14 days after the receipt by the Board of the notice the Employee may require such matter to be decided on and resolved by the Board or by a committee of the Board appointed for that purpose and the decision of the Board or of such committee shall be final and binding.
4. The date on which the Employee's period of continuous employment begins is the 2nd August 2010

EXECUTED as a DEED by)

PHASOR SOLUTIONS Limited)

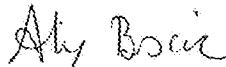
acting by:) Vito Levi D'Ancona - CEO



EXECUTED as a DEED by)

Philip Schryber)

in the presence of:)



ALEX BOSIC

Phasor Solutions Service Contract -