

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8073063

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JONATHAN STEWART	04/01/2014
	RICHARD O'SHAUGHNESSY	08/01/2013
	ROSE MARY STALKER	01/01/2014
RECEIVING PARTY DATA		
Name:	CATAGEN LIMITED	
Street Address:	5 ELMBANK	
Internal Address:	CHANNEL COMMERCIAL PARK, QUEEN'S ROAD	
City:	BELFAST	
State/Country:	UNITED KINGDOM	
Postal Code:	BT3 9DT	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16332637	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	lmurphy@dsiplaw.com	
Correspondent Name:	SERVILLA WHITNEY LLC	
Address Line 1:	33 WOOD AVENUE SOUTH	
Address Line 2:	SUITE 830	
Address Line 4:	ISELIN, NEW JERSEY 08830	
ATTORNEY DOCKET NUMBER:	FRK0005-00US	
NAME OF SUBMITTER:	STEPHEN A. SEACH, JR.	
SIGNATURE:	/Stephen A. Seach, Jr., Reg. #79181/	
DATE SIGNED:	07/24/2023	
Total Attachments: 28		
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PARTICULARS OF EMPLOYMENT

From: Catagen Limited (the Company) of 1 Chlorine Gardens, Belfast, Co. Antrim, Northern Ireland, BT9 5DJ,

To: Mr Jonathan Stewart, (you) 15 Baronscourt Glen, Carryduff, Belfast BT8 8RF

1. General

The following particulars are given to you in accordance with the Employment Rights (Northern Ireland) Order 1996.

2. Continuous Employment

- 2.1. Your period of continuous Employment with the Company is to be confirmed but is no later than the 1st April 2014 (the Employment).
- 2.2. No employment with a previous Company counts as part of your period of continuous employment.
- 2.3. In accepting your Employment you accept all the terms and conditions set out in these Particulars of Employment and any relevant policies adopted by the Company.
- 2.4. These Particulars of Employment replace any previous agreement whether verbal or written given to you at any time.
- 2.5. Before the commencement of the Employment you must provide the Company with a declaration of health and declaration of attendance in previous employment.
- 2.6. Before the commencement of the Employment you are required to provide a copy of a full UK or Irish driving licence without any endorsements.
- 2.7. The first 11 months of the Employment will be a Probationary Period (the **Probationary Period**). The Company reserves the right to terminate employment with immediate effect within the Probationary Period. During and at the end of the Probationary Period your performance will be reviewed and if found satisfactory your employment will be confirmed.

3. Place of Work

Your normal place of work will be at the Company's Titanic Quarter premises in Northern Ireland, though the nature of your work may require you to work at other locations from time to time, including outside the United Kingdom.

4. Collective Agreements

There are no collective Agreements referable to the Employment.

5. **Job Title/Duties**

- 5.1. You are employed as a Technical Specialist but you will in the performance of your duties undertake such tasks as are reasonably required by the Company from time to time.
- 5.2. You will be responsible to Dr Andrew Woods and Rose Mary Stalker or such other individual as they may nominate from time to time. (your line manager)

6. **Remuneration**

- 6.1. You will be paid monthly on the last working Thursday of each month by credit transfer or such other form of payment as the Company deems appropriate in arrears at a rate of ~~XXXXXX~~ per annum gross (and proportionately for any lesser period each instalment being deemed to accrue rateably from day to day).
- 6.2. Your rates of pay are subject to review from time to time by the Company.
- 6.3. You authorise the Company to deduct from your remuneration, and to set off against any monies due to you, any sum due to the Company from you including, without any limitation, any overpayments, bonus or advances made to you by the Company, the cost of repairing any damage or loss to the Company's property caused by you.

7. **Expenses**

- 7.1. Receipts are to be kept for all business related expenses incurred on behalf of the Company, and submitted for reimbursement each month. Any expenditure of more than £100.00 an item will require prior approval from your line manager.
- 7.2. Mileage expenses will be reimbursed on a tax free basis of 45p/mile on submission of a claim for motor car travel on behalf of the Company.

8. **Credit Card**

You will be issued with a credit card for international travel. Any expenditure which is incurred on that credit card must be solely attributable to work related matters and must never be used for personal use without the express written consent of a director.

9. **Bonus Entitlement**

- 9.1. Each year the Company will establish a budget for the year ahead, which may include provisions for a bonus pool. You will be able to participate in this bonus pool, on the condition that you have fulfilled your personal objectives which relate to the bonus pool (as agreed by your line manager) during the year.
- 9.2. For the avoidance of doubt, the bonus arrangements are discretionary, and there is no guarantee that there will be a bonus pool available every year. Any entitlement to a bonus in any financial year shall be no guarantee that you will receive a bonus in subsequent years.

10. **Hours of Work and Overtime**

- 10.1. Your normal working hours are 8.45 am to 5.15 pm Monday to Friday, with 1 hour for lunch to be taken at a time agreed with your line manager.
- 10.2. You may be permitted to work on a flexi time basis after successful completion of the first three months and with your supervisor's agreement.
- 10.3. The Company and you agree that the limit of an average working time of 48 hours, including

overtime, for each seven day period as set out in paragraph 4 of the Working Time Regulations (Northern Ireland) 1998 shall not apply to you. This Agreement shall remain in force indefinitely unless or until terminated by you at any time by giving not less than three months written notice to the Company.

- 10.4. From time to time, you may be required to work outside your normal working hours. When appropriate you will receive additional holiday leave in lieu of time worked in a particular week which is in excess of working hours expected (for example working at weekends, during holidays, as a result of travel commitments on behalf of the company, and so on).

11. Statutory Sick Pay

- 11.1. The Company pays Statutory Sick Pay (SSP) in accordance with the Government's Statutory Sick Pay Scheme. To obtain SSP you must follow the notification and certification procedure as described in the procedure document adopted by the Company.
- 11.2. The procedure to be adopted in the case of sickness is set out in the Appendix to these Particulars

12. Holidays

- 12.1. You are entitled to the following paid holidays:

12.1.1. twelve statutory, bank holidays and closure days which are New Year's Day, St Patrick's Day, Easter Monday, Easter Tuesday, May Day, Twelfth July and Thirteenth July, Christmas Day, Boxing Day and Christmas shutdown days unless on any such Holiday you are required to carry out duties, in which case you will be given another day's holiday in lieu of the holiday worked.

12.1.2. twenty two additional working days holiday in each year accumulating on a pro-rata basis per completed month served.

- 12.2. Given the nature of your role, you must give your line manager notice entitlement of at least twice as many days as the number of day's holiday sought. Holidays will be granted with management's discretion. Such agreement is to be obtained before you commit yourself to bookings or make other alternative positive arrangements.

- 12.3. The holiday year runs from 1st January to 31st December and you should take your holidays during this period. 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.

12.3.1. if on termination of the Employment you have an outstanding holiday entitlement, you will either be required to take the unused holiday during any notice period or in addition to any other sums to which you may be entitled, be paid a sum representing salary for the number of days holiday entitlement outstanding. If you leave the Employment having taken more than the accumulated holiday entitlement for the current holiday year then a sum equivalent to wages for the additional holiday will be deducted from any final payment to you and the balance (if any) will be paid to you. A day's holiday pay for these purposes will be 1/365 of your annual basic pay.

13. Pensions

The Company does not have a pension scheme at present. However you will be informed when the Company initiates such a scheme in the future.

14. Health Insurance

The Company does not have a private medical insurance scheme at present. However you will be informed if the Company initiates such a scheme in the future.

15. Termination of Employment

- 15.1. After completion of the Probationary Period, (whether extended or not) your employment may be terminated at any time by either party giving the other, and in writing, one month's notice up to and including four year's completed service, thereafter you will be entitled to receive 1 additional week's notice for every completed year up to a statutory maximum of 12 weeks.
- 15.2. The Company reserves the right at its absolute discretion to pay you salary in lieu of notice.
- 15.3. Nothing in these Particulars prevents the Company from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you.
- 15.4. During any period of notice of termination (whether given by you or the Company) served in accordance with this clause the company shall be under no obligation to assign any duties to you and shall be entitled to exclude you from its premises provided that you will continue to be bound by all other express and implied terms of this Contract and this will not affect your entitlement to receive your remuneration and other contractual benefits during that period.

16. Company Property

- 16.1. You will be provided with a work mobile phone and PC or laptop to execute duties in connection with your employment with the Company. Those items;
- 16.1.1. shall be and remain the property of the Company (or relevant group company); and
- 16.1.2. shall be handed over by you to the Company (or the relevant group company) on demand and in any event on the termination of this Agreement.
- 16.2. You acknowledge that all books, notes, records, lists of customers, suppliers and employees, correspondence, documents, computer information, designs and drawings and other documents and materials, (whether made or created by you or otherwise) relating to the business of the Company (or any group company) and any copies, summaries or adaptations of them;
- 16.2.1. shall be and remain the property of the Company (or relevant group company);
- 16.2.2. shall not be removed from the Company premises or copied, except in the proper performance of your duties; and
- 16.2.3. shall be handed over by you to the Company (or the relevant group company) on demand and in any event on the termination of this Agreement.

17. Grievance Procedures

The formal grievance procedure applicable to this Employment is set out in detail in the Appendix to these Particulars.

18. Disciplinary Procedures

The formal disciplinary procedure applicable to this Employment is set out in detail in the Appendix to these Particulars.

19. Equal Opportunities

We are committed to the provision of equal opportunities. Your attention is particularly drawn to the Equal Opportunities Policy and to its policies on sectarian and other harassment appended to these Particulars. If you

have any concerns in these areas you are strongly encouraged to raise them with your supervisor immediately.

20. Intellectual Property

- 20.1. If at any time from the commencement of the Employment you, whether alone or with any other person, make, discover or produce any Intellectual Property, invention, process, development, specification, formula or design which relates to, or affects, or in the opinion of the Company is capable of being used or adapted for use in connection with the business or any product, process or any intellectual property right of the Company or any of its subsidiaries or associates:
- 20.1.1. the invention, process, development, specification, formula or design will be the absolute property of the Company except to the extent, if any, provided otherwise by Section 39 of the Patents Act 1977; and
 - 20.1.2. you will immediately disclose full details of the invention, process, development, specification, formula or design to the Company in writing.
- 20.2. You will, if and when required to do so by the Company, whether during the continuance of the Employment or afterwards and at its expense:
- 20.2.1. apply or join with the Company in applying for letters patents or other protection in any part of the world for any invention, process, development, specification, formula or design to which sub-clause 20.1.1 above applies;
 - 20.2.2. execute or procure to be done all things which are necessary for vesting such letters patent or other protection in the Company or any nominee of the Company or subsequently for renewing or maintaining the same in the name of the Company or its nominee;
 - 20.2.3. assist in defending any proceedings relating to, or to any application for, such letters patent or other protection; and
 - 20.2.4. you irrevocably appoint the Company as your attorney in your name and on your behalf to execute all documents and do all things required in order to give full effect to the provisions of this clause.

21. Restrictive Covenants

- 21.1. You will, in the performance of your duties, have access to Confidential Information belonging to the Company and will develop a working knowledge of and personal relations with the Company's suppliers and/or customers. As such, you will be asked to accept restrictions on your conduct both during and after you leave the Company's employment. The restrictions are intended to protect the legitimate business interests of the Company and will be in the following form.
- 21.2. You undertake and covenant that you will not without the prior written consent of the Company (such consent to be withheld only so far as may be reasonably necessary to protect the legitimate interests of the Company or any Associated Company) for a period of six months after the termination of your Employment directly or indirectly on your own behalf or on behalf of any person, firm or company:
- 21.2.1. in relation to the provision of any goods or services similar to or competitive with those sold or provided by the Company or an Associated Company at the time of termination and with which you had been concerned during the twelve months preceding the termination of your Employment, solicit or canvass the custom of or deal with any person, firm or company who at any time during the twelve months prior to the termination of your Employment was a customer or potential customer of the Company or Associated Company and (in the case of a customer) from whom you had obtained business or to whom you had provided services on behalf of the Company or Associated Company or (in the case of a potential customer) with whom you had dealt with a view to obtaining business for the Company or Associated Company.

- 21.2.2. in relation to the provision of any goods or services similar to or competitive with those sold or provided by the Company or an Associated Company at the time of termination and with which you had been concerned during the twelve months preceding the termination of your Employment, employ or offer to employ or entice away any employee of the Company or Associated Company who was employed by the Company or Associated Company at the time of the termination of your Employment provided that this restriction shall only apply to persons with whom you had worked at any time during the twelve months preceding the termination of your Employment and shall not include administrative, clerical, manual or secretarial staff.
- 21.3. You undertake and covenant that you will not without the prior written consent of the Company (such consent to be withheld only so far as may be reasonably necessary to protect the legitimate interests of the Company or any Associated Company) for a period of **[six months]** after the termination of your Employment directly or indirectly on your own behalf or on behalf of any person, firm or company:
- 21.3.1. set up, carry on, be employed in, provide service to, be associated with or be engaged or interested in whether as a director, employee, principal, agent or otherwise (save as the holder for investment purposes of securities dealt in on a recognised stock exchange) any business which is or is about to be similar to or competitive with the business carried on by the Company or by any Associated Company at the date of termination of your Employment (the **Restricted Business** as defined).
- 21.3.2. set up, carry on, be employed in, provide service to, be associated with or be engaged or interested in whether as a director, employee, principal, agent or otherwise (save as the holder for investment purposes of securities dealt in on a recognised stock exchange) any business which at the date of termination of your Employment was engaged, interested, or involved in the provision of goods or services similar to or competitive with those sold or provided by the Company or any Associated Company (the **Restricted Goods and Services** defined as being as defined).
- 21.4. You undertake and covenant that you will not at any time after the termination of your Employment directly or indirectly on your own behalf or on behalf of any person, firm or company endeavour to impair in any way the relationship between the Company or any Associated Company and any person, firm or company who was at the termination of your Employment to your knowledge a supplier to or a customer of the Company or any Associated Company.
- 21.5. The covenants and undertakings are limited to the area of Europe and will not apply if you are engaged in a completely different type of work, wholly unrelated to that undertaken for the Company or any Associated Company and outside any field in which the Company has developed confidential information.
- 21.6. The restrictions contained in this clause are considered by you and by the Company to be reasonable in all the circumstances. Each sub-clause constitutes an entirely separate and independent restriction and the duration, extent and application of each of these restrictions is no greater than is necessary for the protection of the interests of the Company or its Associated Companies.

Definitions

"Associated Company" means [any company owned or part owned by Catagen and/or its legal directors]

"Confidential Information" means information concerning the business and/or finances of the Company or any group company or any customers, clients or suppliers of the Company or any group company, which you shall have received or obtained at any time by reason of or in connection with your service with the Company or any group company including, without limitation: trade secrets; customer/client lists, contact details of clients, customers and suppliers and individuals within those organisations; technical information, know-how, research and development; financial projections, target details and accounts; fee levels, margins, pricing policies, commissions and commission charges; budgets, forecasts, reports, interpretations, records and corporate and business plans; products, planned products and services; marketing and advertising plans, marketing surveys

and research reports; market share and pricing statistics; and computer software and passwords.

"Restricted Business" means [Redesign/reproduction/manufacture any Catagen technology or similar catalyst ageing/testing technology either internally with a catalyst manufacturer or in a business separate to Catagen]

"Restricted goods and services" means [providing services on any Catagen systems or similar technology to the automotive industry]

I accept these Particulars of Employment and the terms as set out herein. I have read and understood the following policies;

- (1) Disciplinary Procedure
- (2) Grievance
- (3) Equal Opportunities
- (4) Harassment and Procedure
- (5) Holiday Entitlements and Absence
- (6) Email and Internet Policy
- (7) Social Media Policy

Signed

Dated

ASSIGNMENT

WHEREAS, We, Andrew Woods, residing at 37 Cranmore Park, Belfast County, Antrim BT9 6JF, United Kingdom; Jonathan Stewart, residing at 3 Woodvale, Dromara, Dromore County, Down BT25 2JA, United Kingdom; Richard O'Shaughnessy, residing at 7 Lismoyle, Belfast County, Antrim BT15 4EQ, United Kingdom; and Rose Mary Stalker, residing at 9b Chapel Road, Glenavy County, Antrim BT29 4LY, United Kingdom, made certain new and useful inventions and improvements for which we filed an international patent application on September 12, 2017, which application was assigned PCT patent application serial number PCT/EP2017/072946 claiming priority to GB1615561.6 filed on September 13, 2016, and an application for Letters Patent of the United States on March 12, 2019, which application was assigned U.S. patent application serial number 16/332,637, and is entitled TEST SYSTEM WITH RECIRCULATING FLUID REACTOR;

AND WHEREAS, Catagen Limited, a company incorporated under the laws of Northern Ireland and having an office and place of business at 5 Elmbank, Channel Commercial Park, Queen's Road, Belfast, BT3 9DT, United Kingdom (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefore;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, We have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted there from, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted there from; and We do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, We do hereby agree that We and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and at no cost to me will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, We covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

Docket No. FRK0005-00US


Serial Number : 16/332,637

Filing Date : March 12, 2019

Page 3 of 8

I further authorize and direct the ASSIGNEE and its attorneys to insert above the application number of said application now identified as Docket No. FRK0005-00US as soon as the same shall have been made known to them by the U.S. Patent and Trademark Office.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31 day of
January, 2023.



Andrew Woods

RA Singco
Witness Signature

Ruby Anne Singco
Witness Name

cat·age·n

CATALYST AGEING TECHNOLOGY

PARTICULARS OF EMPLOYMENT

From: Catagen Limited (the **Company**) of 1 Chlorine Gardens, Belfast, Co. Antrim, Northern Ireland, BT9 5DJ.

To: Dr Richard O'Shaunnessey, 21 Parkmount Road, Belfast, Co Antrim Northern Ireland, BT15 4EQ (you)

1. General

The following particulars are given to you in accordance with the Employment Rights (Northern Ireland) Order 1996.

2. Continuous Employment

- 2.1. Your period of continuous Employment with the Company is to be confirmed but is no later than the 1st August 2013 (the **Employment**).
- 2.2. No employment with a previous Company counts as part of your period of continuous employment.
- 2.3. In accepting your Employment you accept all the terms and conditions set out in these Particulars of Employment and any relevant policies adopted by the Company.
- 2.4. These Particulars of Employment replace any previous agreement whether verbal or written given to you at any time.
- 2.5. Before the commencement of the Employment you must provide the Company with a declaration of health and declaration of attendance in previous employment.
- 2.6. Before the commencement of the Employment you are required to provide a copy of a full UK or Irish driving licence without any endorsements.
- 2.7. The first 11 months of the Employment will be a Probationary Period (the **Probationary Period**). The Company reserves the right to terminate employment with immediate effect within the Probationary Period. During and at the end of the Probationary Period your performance will be reviewed and if found satisfactory your employment will be confirmed.

3. Place of Work

Your normal place of work will be at the Company's premises in Northern Ireland, though the nature of your work may require you to work at other locations from time to time, including outside the United Kingdom.

4. Collective Agreements

There are no collective Agreements referable to the Employment.

5. Job Title/Duties

- 5.1. You are employed as a Technical Specialist but you will in the performance of your duties undertake such tasks as are reasonably required by the Company from time to time.
- 5.2. You will be responsible to Dr Andrew Woods or such other individual as he may nominate from time to time.

6. Remuneration

- 6.1. You will be paid monthly on the last working Thursday of each month by credit transfer or such other form of payment as the Company deems appropriate in arrears at a rate of ~~XXXXXX~~ per annum gross (and proportionately for any lesser period each instalment being deemed to accrue rateably from day to day).
- 6.2. Your rates of pay are subject to review from time to time by the Company.
- 6.3. You authorise the Company to deduct from your remuneration, and to set off against any monies due to you, any sum due to the Company from you including, without any limitation, any overpayments, bonus or advances made to you by the Company, the cost of repairing any damage or loss to the Company's property caused by you.

7. Expenses

- 7.1. Receipts are to be kept for all business related expenses incurred on behalf of the Company, and submitted for reimbursement each month. Any expenditure of more than £100.00 an item will require prior approval from your line manager.
- 7.2. Mileage expenses will be reimbursed on a tax free basis of 45p/mile on submission of a claim for motor car travel on behalf of the Company.

8. Credit Card

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9. Bonus Entitlement

- 9.1. Each year the Company will establish a budget for the year ahead, which may include provisions for a bonus pool. You will be able to participate in this bonus pool, on the condition that you have fulfilled your personal objectives which relate to the bonus pool (as agreed by your line manager) during the year.
- 9.2. For the avoidance of doubt, the bonus arrangements are discretionary, and there is no guarantee that there will be a bonus pool available every year. Any entitlement to a bonus in any financial year shall be no guarantee that you will receive a bonus in subsequent years.

10. Hours of Work and Overtime

- 10.1. Your normal working hours are 8.45 am to 5.15 pm Monday to Friday, with 1 hour for lunch to be taken at a time agreed with your line manager.
- 10.2. You may be permitted to work on a flexi time basis after successful completion of the probationary period.
- 10.3. The Company and you agree that the limit of an average working time of 48 hours, including overtime, for each seven day period as set out in paragraph 4 of the Working Time Regulations

PATENT

REEL: 064365 FRAME: 0664

(Northern Ireland) 1998 shall not apply to you. This Agreement shall remain in force indefinitely unless or until terminated by you at any time by giving not less than three months written notice to the Company.

- 10.4. From time to time, you may be required to work outside your normal working hours. When appropriate you will receive additional holiday leave in lieu of time worked in a particular week which is in excess of working hours expected (for example working at weekends, during holidays, as a result of travel commitments on behalf of the company, and so on).

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- 11.2. The procedure to be adopted in the case of sickness is set out in the Appendix to these Particulars

12. Holidays

- 12.1. You are entitled to the following paid holidays:

12.1.1. nine statutory or bank holidays which are New Year's Day, St Patrick's Day, Easter Monday, Easter Tuesday, May Day, Twelfth July and Thirteenth July, Christmas Day and Boxing Day, unless on any such Holiday you are required to carry out duties, in which case you will be given another day's holiday in lieu of the holiday worked.

12.1.2. twenty five additional working days holiday in each year accumulating on a pro-rata basis per completed month served.

- 12.2. Given the nature of your role, you must give your line manager notice entitlement of at least twice as many days as the number of day's holiday sought. Holidays will be granted with management's discretion. Such agreement is to be obtained before you commit yourself to bookings or make other alternative positive arrangements.

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12.3.1. if on termination of the Employment you have an outstanding holiday entitlement, you will either be required to take the unused holiday during any notice period or in addition to any other sums to which you may be entitled, be paid a sum representing salary for the number of days holiday entitlement outstanding. If you leave the Employment having taken more than the accumulated holiday entitlement for the current holiday year then a sum equivalent to wages for the additional holiday will be deducted from any final payment to you and the balance (if any) will be paid to you. A day's holiday pay for these purposes will be 1/365 of your annual basic pay.

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The Company does not have a pension scheme at present. However you will be informed when the Company initiates such a scheme in the future.

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- 15.2. The Company reserves the right at its absolute discretion to pay you salary in lieu of notice.
- 15.3. Nothing in these Particulars prevents the Company from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you.
- 15.4. During any period of notice of termination (whether given by you or the Company) served in accordance with this clause the company shall be under no obligation to assign any duties to you and shall be entitled to exclude you from its premises provided that you will continue to be bound by all other express and implied terms of this Contract and this will not affect your entitlement to receive your remuneration and other contractual benefits during that period.

16. Company Property

- 16.1. You will be provided with a work mobile phone and PC or laptop to execute duties in connection with your employment with the Company. Those items;
 - 16.1.1. shall be and remain the property of the Company (or relevant group company); and
 - 16.1.2. shall be handed over by you to the Company (or the relevant group company) on demand and in any event on the termination of this Agreement.
- 16.2. You acknowledge that all books, notes, records, lists of customers, suppliers and employees, correspondence, documents, computer information, designs and drawings and other documents and materials, (whether made or created by you or otherwise) relating to the business of the Company (or any group company) and any copies, summaries or adaptations of them;
 - 16.2.1. shall be and remain the property of the Company (or relevant group company);
 - 16.2.2. shall not be removed from the Company premises or copied, except in the proper performance of your duties; and
 - 16.2.3. shall be handed over by you to the Company (or the relevant group company) on demand and in any event on the termination of this Agreement.

17. Grievance Procedures

The formal grievance procedure applicable to this Employment is set out in detail in the Appendix to these Particulars.

18. Disciplinary Procedures

The formal disciplinary procedure applicable to this Employment is set out in detail in the Appendix to these Particulars.

19. Equal Opportunities

We are committed to the provision of equal opportunities. Your attention is particularly drawn to the Equal Opportunities Policy and to its policies on sectarian and other harassment appended to these Particulars. If you have any concerns in these areas you are strongly encouraged to raise them with your supervisor immediately.

20. Intellectual Property

- 20.1. If at any time from the commencement of the Employment you, whether alone or with any other person, make, discover or produce any Intellectual Property, invention, process, development, specification, formula or design which relates to, or affects, or in the opinion of the Company is capable of being used or adapted for use in connection with the business or any product, process or any intellectual property right of the Company or any of its subsidiaries or associates:
- 20.1.1. the invention, process, development, specification, formula or design will be the absolute property of the Company except to the extent, if any, provided otherwise by Section 39 of the Patents Act 1977; and
 - 20.1.2. you will immediately disclose full details of the invention, process, development, specification, formula or design to the Company in writing.
- 20.2. You will, if and when required to do so by the Company, whether during the continuance of the Employment or afterwards and at its expense:
- 20.2.1. apply or join with the Company in applying for letters patents or other protection in any part of the world for any invention, process, development, specification, formula or design to which sub-clause 20.1.1 above applies;
 - 20.2.2. execute or procure to be done all things which are necessary for vesting such letters patent or other protection in the Company or any nominee of the Company or subsequently for renewing or maintaining the same in the name of the Company or its nominee;
 - 20.2.3. assist in defending any proceedings relating to, or to any application for, such letters patent or other protection; and
 - 20.2.4. you irrevocably appoint the Company as your attorney in your name and on your behalf to execute all documents and do all things required in order to give full effect to the provisions of this clause.

21. Restrictive Covenants

- 21.1. You will, in the performance of your duties, have access to Confidential Information belonging to the Company and will develop a working knowledge of and personal relations with the Company's suppliers and/or customers. As such, you will be asked to accept restrictions on your conduct both during and after you leave the Company's employment. The restrictions are intended to protect the legitimate business interests of the Company and will be in the following form.
- 21.2. You undertake and covenant that you will not without the prior written consent of the Company (such consent to be withheld only so far as may be reasonably necessary to protect the legitimate interests of the Company or any Associated Company) for a period of six months after the termination of your Employment directly or indirectly on your own behalf or on behalf of any person, firm or company:
- 21.2.1. in relation to the provision of any goods or services similar to or competitive with those sold or provided by the Company or an Associated Company at the time of termination and with which you had been concerned during the twelve months preceding the termination of your Employment, solicit or canvass the custom of or deal with any person, firm or company who at any time during the twelve months prior to the termination of your Employment was a customer or potential customer of the Company or Associated Company and (in the case of a customer) from whom you had obtained business or to whom you had provided services on behalf of the Company or Associated Company or (in the case of a potential customer) with whom you had dealt with a view to obtaining business for the Company or Associated Company.
 - 21.2.2. in relation to the provision of any goods or services similar to or competitive with those sold or provided by the Company or an Associated Company at the time of termination

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and with which you had been concerned during the twelve months preceding the termination of your Employment, employ or offer to employ or entice away any employee of the Company or Associated Company who was employed by the Company or Associated Company at the time of the termination of your Employment provided that this restriction shall only apply to persons with whom you had worked at any time during the twelve months preceding the termination of your Employment and shall not include administrative, clerical, manual or secretarial staff.

- 21.3. You undertake and covenant that you will not without the prior written consent of the Company (such consent to be withheld only so far as may be reasonably necessary to protect the legitimate interests of the Company or any Associated Company) for a period of **[six months]** after the termination of your Employment directly or indirectly on your own behalf or on behalf of any person, firm or company:
- 21.3.1. set up, carry on, be employed in, provide service to, be associated with or be engaged or interested in whether as a director, employee, principal, agent or otherwise (save as the holder for investment purposes of securities dealt in on a recognised stock exchange) any business which is or is about to be similar to or competitive with the business carried on by the Company or by any Associated Company at the date of termination of your Employment (the **Restricted Business** as defined).
- 21.3.2. set up, carry on, be employed in, provide service to, be associated with or be engaged or interested in whether as a director, employee, principal, agent or otherwise (save as the holder for investment purposes of securities dealt in on a recognised stock exchange) any business which at the date of termination of your Employment was engaged, interested, or involved in the provision of goods or services similar to or competitive with those sold or provided by the Company or any Associated Company (the **Restricted Goods and Services** defined as being as defined).
- 21.4. You undertake and covenant that you will not at any time after the termination of your Employment directly or indirectly on your own behalf or on behalf of any person, firm or company endeavour to impair in any way the relationship between the Company or any Associated Company and any person, firm or company who was at the termination of your Employment to your knowledge a supplier to or a customer of the Company or any Associated Company.
- 21.5. The covenants and undertakings are limited to the area of Europe and will not apply if you are engaged in a completely different type of work, wholly unrelated to that undertaken for the Company or any Associated Company and outside any field in which the Company has developed confidential information.
- 21.6. The restrictions contained in this clause are considered by you and by the Company to be reasonable in all the circumstances. Each sub-clause constitutes an entirely separate and independent restriction and the duration, extent and application of each of these restrictions is no greater than is necessary for the protection of the interests of the Company or its Associated Companies.

Definitions

"Associated Company" means [any company owned or part owned by Catagen and/or its legal directors]

"Confidential Information" means information concerning the business and/or finances of the Company or any group company or any customers, clients or suppliers of the Company or any group company, which you shall have received or obtained at any time by reason of or in connection with your service with the Company or any group company including, without limitation: trade secrets; customer/client lists, contact details of clients, customers and suppliers and individuals within those organisations; technical information, know-how, research and development; financial projections, target details and accounts; fee levels, margins, pricing policies, commissions and commission charges; budgets, forecasts, reports, interpretations, records and corporate and business plans; products, planned products and services; marketing and advertising plans, marketing surveys and research reports; market share and pricing statistics; and computer software and passwords.

"Restricted Business" means [Redesign/reproduction/manufacture any Catagen technology or similar catalyst ageing/testing technology either internally with a catalyst manufacturer or in a business separate to Catagen]

"Restricted goods and services" means [providing services on any Catagen systems or similar technology to the automotive industry]

I accept these Particulars of Employment and the terms as set out herein. I have read and understood the following policies;

- (1) Disciplinary Procedure
- (2) Grievance
- (3) Equal Opportunities
- (4) Harassment and Procedure
- (5) Holiday Entitlements and Absence
- (6) Email and Internet Policy
- (7) Social Media Policy

Signed Ross

Dated 01/08/2013

Dated

1st January 2014

CATAGEN LIMITED

and

MRS ROSE MARY STALKER

DIRECTOR'S SERVICE AGREEMENT

THIS AGREEMENT made on the 1st day of January 2014

BETWEEN

- (1) **Catagen Limited** whose Registered Office is at 1 Chlorine Gardens, Belfast, BT9 5DJ, incorporated in Northern Ireland (registered no. NI603059) (the **Company**) of the one part; and
- (2) **Mrs Rose Mary Stalker** (the **Employee**) of Killultagh Lodge, Chapel Road, Glenavy, County Antrim, BT29 4LY of the other part.

IT IS AGREED as follows:

1. INTERPRETATION

1.1. In this Agreement:

Associate means an undertaking (as defined in the Companies Act 2006) engaged, wholly or mainly, in whose activities include:

- (i) in which the Company has a beneficial shareholding of 20% or more of the equity share capital or in which the Company is entitled to a profit share of 20% or more of the undertaking's profit; or
- (ii) which has a beneficial shareholding of 20% or more of the equity share capital of the Company or which is entitled to a profit share of 20% or more of the profits of the Company;
- (iii) which is, or may at any time in the future be, otherwise linked, directly or indirectly, to the Company whether through shareholding or profit interests of not less than 20% either in or held by such undertaking;

Commencement date means the 1st September 2013 and in addition the start date for *continuous service* within the meaning of section 7 of the Employment Rights Order (Northern Ireland) 1996 is also the 1st September 2013;

Equity share capital has the meaning attributed to it in the Companies Act 2006;

Incapacity means any illness or like cause preventing the Employee from performing her duties under this Agreement; and

Intellectual Property means all patents, rights to inventions, utility models, copyrights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, title to the labcat system; the testcat system; the maxcat system with any manufacturing process in relation to these three systems, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any Intellectual Property developed as a consequence of high temperature testing of components and materials and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such right, and all similar or equivalent rights or forms of protection in any part of the world;

Premature termination of employment means that while the employment is considered and intended by all parties to be permanent (that is, terminable only by either party pursuant to clause 2 herein; by the Company pursuant to clause 11 herein; or by mutual agreement) it is a condition of the employment that 2.5% of shares allocated to the Employee shall not vest until the 5th anniversary of the Commencement date.

Subsidiary has the meaning attributed to it by section 1159 of the Companies Act 2006.

- 1.2.** Unless otherwise stated and except in clause 12 below, reference to the employment of the Employee is to the employment by the Company under this Agreement.

- 1.3. Unless the context otherwise requires, words in the singular include the plural and vice versa, and a reference to a person includes a reference to a body corporate and to an incorporated body of persons.
- 1.4. A reference to a statute or statutory provision includes a reference to any statutory modification or re-enactment thereof.
- 1.5. A reference in this Agreement to any clause, sub-clause or paragraph without further designation shall be construed as references to the clause, sub-clause or paragraph of this Agreement so numbered. Any reference to the Employee in this Agreement shall, if appropriate, include their personal representatives.

2. APPOINTMENT, TERM, PLACE OF WORK

- 2.1. The employment commenced on 1st September 2013 and shall continue, subject to the remaining terms of this Agreement, until terminated by either party giving to the other not less than three calendar months' notice in writing commencing at any time during the currency of this Agreement.
- 2.2. The Employee will initially be employed by the Company as Chief Operating Officer but will serve the Company in such other capacity as the Board of Directors of the Company (the Board) may from time to time reasonably decide. The Employee will also continue to serve as Executive Chairperson of the Company.
- 2.3. No previous employment will count as part of the Employee's continuous employment with the Company.
- 2.4. In their role as Chairman the Employee will report to the Shareholders of the Company represented by the Board of the Company.
- 2.5. As Chief Operating Officer, the Employee will report to the Chief Executive of the Company, to the Board of the Company and to their nominees as directed from time to time.
- 2.6. The Employee's normal place of work is Unit 5, Elmbank, Channel Commercial Park, Titanic Quarter, Belfast, BT3 9DT, or such other place as the Company may reasonably require for the proper performance and exercise of their duties.

3. DUTIES OF THE EMPLOYEE

- 3.1. During the continuance of the employment the Employee will:
 - 3.1.1. as Chief Operations Officer and a Director of the company perform such duties which may from time to time reasonably be assigned to her by the Board, whether those duties relate to the business of the Company, or to the business of any of its subsidiaries or associates, in addition to those roles and responsibilities set out in Schedule 1 to this Agreement. For the avoidance of doubt, should any conflict arise or have the potential to arise between the roles undertaken by the Employee, she will notify the Board, immediately, of that potential conflict;
 - 3.1.2. comply with the Company's articles of association;
 - 3.1.3. in all respects comply with directions given by or under the authority of the Board;
 - 3.1.4. use her best endeavours to promote, protect and develop the interests of the Company;
 - 3.1.5. unless prevented by incapacity, devote the whole of her time, attention and abilities during the agreed hours of work to the performance of her duties under this Agreement; and
 - 3.1.6. abide by any statutory, fiduciary or common law duties to the Company.

3.2. The Employee will work a minimum of 26.6 hours per week, with core hours worked to be agreed from time to time with the Managing Director, plus such additional hours as may be required for the proper performance of the duties, and the Employee will perform those duties in such place or places in Northern Ireland or abroad as the Board may from time to time reasonably determine.

3.3. The Employee will not be required to work outside the United Kingdom for a continuous period of 1 month or more.

4. SALARY, BENEFITS, BONUS

4.1. At the continuance of the employment the Employee will be entitled to an initial annual salary of ~~£150,000~~ (gross) per annum or such higher rate as may from time to time be agreed between the parties on the basis of an annual review.

4.2. The Employee's salary will accrue from day to day, be payable by equal monthly instalments on the last day of each month, and be inclusive of any remuneration to which she may be or become entitled as a director of the Company or any of its subsidiaries or associates for the time being.

4.3. The Board may in its absolute discretion pay the Employee a bonus. (An indicative illustration of which appears at Schedule 2 to this Agreement) subject to such conditions as the Board may in its absolute discretion determine from time to time. Any bonus payment to the Employee shall be purely discretionary and shall not form part of the Employee's contractual remuneration under this agreement.

4.4. The Company will incrementally increase the base salary payable through the employment to £150,000, based on a 38 hour working week subject to profitability and cashflow. The timing and approval of these incremental salary increases will be at the discretion of the Chief Executive, after consultation and approval of the Board.

4.5. The Company does not currently operate either a Pension scheme or a Healthcare scheme. If in due course these schemes are initiated, the Employee will be notified of enrolment rights.

5. EXPENSES

5.1. The Company will reimburse the Employee all reasonable travelling, hotel, entertainment and other expenses wholly, properly and necessarily incurred by her in the performance of the duties under this Agreement, subject to the production of relevant invoices or appropriate evidence of payment.

6. HOLIDAYS

6.1. The Employee shall be entitled to not less than 20 days holiday in each calendar year (exclusive of statutory holidays) when the hourly commitment is 26.6 hours per week. As the weekly commitment increases, then so too will the holiday entitlement, to a maximum of 30 days holiday based on a 38-hour working week. Annual leave will be taken at such times as may be approved by the Chief Executive. Holidays may not be carried forward from one year to the next and no payment will be made by the Company in lieu of holidays not taken, save on termination of employment in relation to any accrued statutory holiday entitlements. The Company's holiday year runs between January and December. If the employment commences or terminates part way through a holiday year, the Employee's entitlement during that holiday year shall be calculated on a pro-rata basis.

6.2. If on termination of employment the Employee has taken in excess of the accrued holiday the Company shall be entitled to recover from the Employee and the Employee hereby expressly authorises the Company to deduct from any payments due to the Employee or otherwise one day's pay for each excess day.

6.3. The Company may deduct from the salary or any other monies owed to the Employee any money owed to the Company by the Employee. If either party has served notice to terminate the employment, the Company may require the Employee to take any accrued but unused

holiday entitlement during the notice period

7. SICKNESS AND INJURY

- 7.1. If the Employee is absent from work as a result of sickness or injury she will:
- 7.1.1. notify the Company by telephone as soon as is practicable or before 10am on the first day of her absence;
 - 7.1.2. if the period of absence is less than eight consecutive calendar days, submit to the Company on her return a certificate of sickness completed by himself;
 - 7.1.3. if the period of absence is eight consecutive calendar days or more, submit to the Company without delay a medical certificate signed by a practising medical practitioner in respect of each week of absence after the first.
- 7.2. Subject to compliance with this clause 7, the Employee will be entitled to payment of her salary at the full rate less any social security or other benefits payable to her during any period of absence from work as a result of sickness or injury up to a maximum of 26 weeks in aggregate in any 12 consecutive months; but she will not be entitled, unless otherwise agreed, to any payment of salary during any absence in excess of that maximum. Thereafter, the Employee will be entitled to receive Statutory Sick Pay.
- 7.3. The Company will pay Statutory Sick Pay, where appropriate, in accordance with the legislation in force at the time of absence, and any payment of salary in accordance with this clause will go towards discharging its liability to pay Statutory Sick Pay.
- 7.4. The Employee agrees to consent to medical examinations 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.

8. INVENTIONS

- 8.1. If at any time during the continuance of the employment the Employee, whether alone or with any other person, makes, discovers or produces any Intellectual Property, invention, process, development, specification, formula or design which relates to, or affects, or in the opinion of the Board is capable of being used or adapted for use in connection with the business or any product, process or any intellectual property right of the Company or any of its subsidiaries or associates:
- 8.1.1. the invention, process, development, specification, formula or design will be the absolute property of the Company except to the extent, if any, provided otherwise by Section 39 of the Patents Act 1977; and
 - 8.1.2. the Employee will immediately disclose full details of the invention, process, development, specification, formula or design to the Company in writing.
- 8.2. The Employee will, if and when required to do so by the Company, whether during the continuance of the employment or afterwards and at its expense:
- 8.2.1. apply or join with the Company in applying for letters patents or other protection in any part of the world for any invention, process, development, specification, formula or design to which sub-clause 8.1 above applies;
 - 8.2.2. execute or procure to be done all things which are necessary for vesting such letters patent or other protection in the Company or any nominee of the Company or subsequently for renewing or maintaining the same in the name of the Company or its nominee; and
 - 8.2.3. assist in defending any proceedings relating to, or to any application for, such letters patent or other protection.

- 8.2.4. The Employee irrevocably appoints the Company as her attorney in her name and on her behalf to execute all documents and do all things required in order to give full effect to the provisions of this clause.

9. INTERESTS IN OTHER BUSINESS

- 9.1. During the continuance of the employment the Employee shall not, without the prior consent of the Chief Executive, be engaged or interested either directly or indirectly in a business or occupation other than the business of the Company and its subsidiaries and associates save existing commitments and as the holder of shares or other securities quoted or dealt in on a recognised stock exchange. Should the Employee have any pre-approved interests these can be found in Schedule 3 herein.

10. CONFIDENTIALITY/COMPANY PROPERTY

- 10.1. The Company has placed in the Employee a high degree of trust, confidence and responsibility in performing vital functions for the Company in dealing with for and on behalf of the Company and has made available to the Employee a substantial amount of confidential information.
- 10.2. The Employee will not during the continuance of her employment or afterwards (unless authorised to do so by the Board or by a court of competent jurisdiction) use for her own benefit or the benefit of any other person, or disclose to any person any confidential information relating to the business, affairs, transactions, trade secrets, formulae, specifications, or finished products, customers, suppliers, processes, computerised accounts, trading terms, past, present and contemplated trading techniques, product range, margins, market shares or trading volumes of the Company or any of its subsidiaries or associates.

This shall not apply to:

- 10.2.1. any use or disclosure authorised by the Board or required by law;
- 10.2.2. any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
- 10.2.3. any protected disclosure within the meaning of the Public Interest Disclosure (Northern Ireland) Order 1998 (as amended from time to time).

11. TERMINATION

- 11.1. Either party will be entitled to terminate this Agreement by giving notice to the other in accordance with clause 2 above. The Company shall be under no obligation to provide any work for the Employee during any period of notice either given by the Company or the Employee to terminate the Employee's employment under this Agreement.
- 11.2. Notwithstanding clause 11.1 the Board may in its sole and absolute discretion terminate the employment at any time and with immediate effect by paying a sum in lieu of notice.
- 11.3. The Company will be entitled to terminate this Agreement without notice or payment in lieu of notice if the Employee:
- 11.3.1. commits a serious or persistent breach of any term of this Agreement;
- 11.3.2. is guilty of any fraud or dishonesty or conduct tending to bring herself or the Company or any of its subsidiary or associated companies into disrepute;
- 11.3.3. is declared bankrupt or makes an arrangement or composition with her creditors generally;
- 11.3.4. is convicted of any indictable offence (other than an offence under the Road Traffic Act for which a fine or non-custodial penalty is imposed).

- 11.3.5. is, in the reasonable opinion of the Board, negligent or incomplete in the performance of the duties;
- 11.3.6. ceases to be eligible to work in the United Kingdom; or
- 11.3.7. ceases to be permitted to act as a director within the United Kingdom.
- 11.4. The rights of the company at clause 11.2 and 11.3 are without prejudice to any other rights it might have at law to terminate the employment summarily or otherwise or to accept any breach of this Agreement by the Employee as having brought the Agreement to an end.
- 11.5. On the termination of the employment for whatever reason the Employee will promptly:
- 11.5.1. resign (if she has not already done so) from all offices held in the Company and its subsidiaries and associates; and
- 11.5.2. deliver up to the Company all lists of customers, correspondence, documents, records, statistics, papers, keys and other property of whatsoever nature in whatsoever form, belonging to the Company or any of its subsidiaries or associates which may be in this possession or under this control and, for the avoidance of doubt, it is recognised and acknowledged by the Employee that all such lists, correspondence, documents, records, statistics, papers, keys and other property received by the Employee during the course of her employment belong to and are owned by the Company and the Employee has no proprietary or other rights therein; The Employee irrevocably authorises the Company in her name and on her behalf to execute all documents and do all things necessary to effect the resignation referred to above, in the event of her failure to do so.
- 11.6. Any termination of the employment of the Employee, howsoever arising, will be without prejudice to her continuing obligations under this Agreement.

12. RESTRICTIVE COVENANTS

12.1. Non-Solicitation

The Employee shall not, whether directly or indirectly, whether as a principal, manager, employee, contractor, consultant, agent, shareholder, director, proprietor or otherwise howsoever within Northern Ireland at any time during the period of six months from the date of termination of her employment with the Company or any of its associates or subsidiary companies:

- 12.1.1. canvass or solicit (or procure others to do so) in competition with the Company or any of its subsidiaries or associates the custom of any person, firm or corporation who shall in the period of 12 months immediately preceding the said date of termination have been customer of or in the habit of dealing with the Company or any of its associates or subsidiary companies;
- 12.1.2. induce or endeavour to induce away from the Company (or procure others to do so) any person who has at any time during the six months immediately preceding the said date of its associates or subsidiary companies and with whom the Employee had contact at any time within the period of 12 months prior to the date of termination of this Agreement, been employed by the Company.

12.2. Non-Competition

The Employee covenants with the Company that she will not, whether as principal, manager, employee, contractor, consultant, agent, shareholder, director, proprietor or otherwise howsoever for a period of six months from the date of termination of her employment with the Company or any of its associates or subsidiary companies directly or indirectly engage or be concerned or interested in any business carried on in the United Kingdom or Ireland in competition with the business being carried on at the said date of termination by the Company save that the Employee may notwithstanding the foregoing be interested in any securities which are for the time being quoted or dealt in on a recognised stock exchange (provided none

of the holdings of such shares or securities shall at any time exceed 3% of the nominal value of the shares or securities concerned for the time being in issue) PROVIDED THAT nothing in this clause shall prohibit the Employee from doing business not relating or similar to the business or businesses carried on by the Company or any of its associates or subsidiary companies.

12.3. Validity of Restrictive Covenants

12.3.1. It is hereby agreed and declared that each of the restrictions contained in sub-clauses 12.1 and 12.2 constitute entirely separate and independent restrictions on the Employee.

12.3.2. The waiver by the Company of a breach of any of the restrictions on the part of employee herein contained shall not prevent the subsequent enforcement of any such restriction and there shall not be deemed to be a waiver of any subsequent breach thereof.

12.3.3. The Employee shall not at any time after the termination of this employment under this Agreement represent himself as being interested in or employed by or in any way connected with the Company or any of its associated or subsidiary companies or their respective businesses.

13. DISCIPLINE AND GRIEVANCES

13.1. The Employee is subject to the Company's disciplinary and grievance procedures, copies of which are available from the Board or are set out in the Company handbook. These procedures do not form part of the Employee Contract of Employment and may be amended from time to time. Given the seniority of the Employee, certain of the processes will not be appropriate, and should a disciplinary/grievance process be necessary, the Employee will be informed of the process to be followed.

13.2. The Company may suspend the Employee from any or all of her duties during any period in which the company is investigating any disciplinary matter involving the Employee or while any disciplinary procedure against the Employee is outstanding. The Employee will be entitled to receive her normal pay and contractual benefits during any period of suspension.

13.3. If the Employee is dissatisfied with any disciplinary decision or has any grievance relating to the employment, the Employee should refer the matter to the Chief Executive and the reference will be dealt with by discussion and decision at a meeting of the Board where appropriate. If the matter references the Chief Executive, then an alternative mechanism will be applied and the Employee will be advised of same should that situation arise.

14. COLLECTIVE AGREEMENT

There is no collective agreement which directly affects the employment.

15. MISCELLANEOUS

15.1. Except as otherwise expressly provided by its terms, this Agreement represents the entire understanding and supersedes any previous discussions, correspondence, negotiations, arrangements, understandings and agreements between the parties in relation to the employment of the Employee by the Company.

15.2. 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).

16. NOTICE

Any notice to be given under this Agreement is to be given in writing and shall be deemed to be sufficiently served by one party on the other if it is either delivered personally shall be deemed to have been served at the time of delivery and if posted shall be deemed to have been served forty-eight hours after the envelope containing the same was delivered into the custody of the postal authorities.

17. GOVERNING LAW

- 17.1. The construction, validity and performance of this Agreement shall be governed in all respects by the law of Northern Ireland.
- 17.2. The High Court of Justice in Northern Ireland shall have jurisdiction to settle any dispute which may arise between the parties in respect of the construction, validity or performance of this Agreement or as to the rights and liabilities of the parties hereunder.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by
MRS ROSE MARY STALKER



in the presence of:



Witness

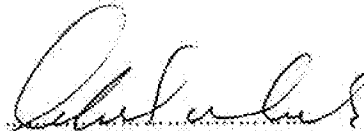
Name: MICHAEL ADAMS

Address: 31 LAKEANOS

CRAIGAVON

BT64 1A2

Executed as a deed by a Director
for and on behalf of CATAGEN LIMITED



in the presence of:



Witness

Name: MICHAEL ADAMS

Address 31 LAKEANOS

CRAIGAVON

BT64 1A2.