

sinclair

Ivor Catt Esq
17 King Harry Lane
St Albans
AL3 4AS

Sinclair Research Limited *London*
23 Motcomb Street · London · SW1X 8LB
Telephone 01-235 9649 · Telex 918966

14 March 1984

Dear Ivor

This will confirm our agreement as follows :

- 1 You will assign to Sinclair Research Limited, (SRL) all patents of which you are the registered proprietor and all patent applications to which you are entitled relating to semiconductors and computers. To the best of your knowledge and belief all such patents and applications are valid.
- 2 You will provide SRL with all information and know-how currently in your possession relating to semiconductors and computers whether patented or not. You will not disclose such information and know-how to third parties.
- 3 In consideration of the above, SRL will pay you £100,000 on 6 April 1984 and £100,000 on 6 April 1986.
- 4 You will be employed by SRL at an annual salary of £30,000 subject to the attached Conditions of Employment.

Directors: Sir Clive Sinclair *Chairman* · Nigel Searle *Managing Director*
David Chatten · Richard Cutting · William Matthews · Michael Pye
David Southward · James Westwood · **Non-Executive:** Ronald Cohen
Kenneth Dick CBE · Christopher Fawkes · Lady Sinclair

Registered Office: 25 Willis Road · Cambridge · CB1 2AQ
Registered No. 1135105 · VAT Registration No. 385 9895 67

- 5 You will receive an option to purchase 2942 share in SRL at £34 per share. The option shall be exercisable after 6 May 1986.
- 6 In addition to the Conditions of Employment you will receive a written stock option and will be asked to sign a full assignment of patents and applications.
- 7 Although it may be necessary to publish the fact that this contract exists, both parties will endeavour to keep the exact terms confidential.

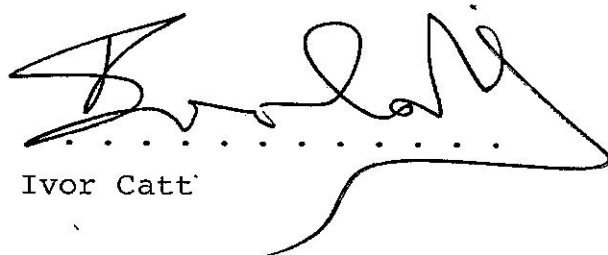
I would be grateful if you would acknowledge acceptance of these terms by signing the enclosed copy.

Yours sincerely



Clive Sinclair

I accept the terms set out above



.....

Ivor Catt

CONSULTANCY AGREEMENT

ANAMARTIC LIMITED AND IVOR CATT ESQ

1. Nature of the Agreement

This Agreement describes the terms and conditions of a consultancy service to Anamartic Limited from Ivor Catt Esq.

Consultancy Service, in this context, means submitting to Anamartic, both verbally and in writing, proposals for developing and enhancing Anamartic's business and products in the utilisation of semiconductor wafer technology across the broadest possible spectrum of applications and end-user activities.

2. Term of Agreement

Three years, commencing July 1, 1989, with an option to review for a further year from July 1, 1992 and thereafter, annually, on the anniversary of this Agreement.

3. Notice

Six months by either party after July 1, 1992.

4. Consultancy Time

Initially, equivalent to 40 (forty) working hours per calendar month, but with an option for Anamartic Limited to request additional time. To be reviewed with the Director of Engineering (U.K) Anamartic Limited at six months intervals from January 1st 1990.

5. Consultancy Fee

In respect of 40 (forty) working hours per calendar month. A sum of £2,250 (two thousand, two hundred and fifty pounds sterling) per month. Fees for additional consultancy time to be paid at the same rate, pro rata.

6. Location

The Consultancy Service will be performed off site from Anamartic but will include regular visits to Anamartic's Cambridge location for the purpose of conducting progress meetings, briefings etc.

7. Accountability

All direct communication between Mr Catt and Anamartic will be through the Director of Engineering (UK) Anamartic Limited, at whose sole discretion other Anamartic engineering staff may be nominated to participate.

A succinct, but comprehensive, written monthly progress report will be submitted to the Director of Engineering (UK) during the week following the end of each calendar month included in this Agreement.

8. Expenses

Expenses incurred necessarily and exclusively on behalf of Anamartic, will be reimbursed, at cost, upon submission of a monthly expense return, supported by proper receipts wherever possible.

Assuming the use of Mr Catt's own motor vehicle, business mileage will be allowed at the all-inclusive rate of 20p per mile.

Any single item of expense in excess of £100.00 should receive the prior approval of the CEO, Finance Director or Director of Engineering (UK) of Anamartic Limited.

9. Intellectual Property Rights (IPR)

It is a condition of this Agreement that all correspondence, written reports or any publication produced by Mr Catt during the period of consultancy covered by this Agreement and relevant to this Consultancy Service are, and remain, the exclusive property of Anamartic Limited.

All designs, inventions and any other property resulting from Mr Catt's Consultancy Service to Anamartic, including all related patents and copyright, immediately become and remain the exclusive property of Anamartic Limited.

10. Confidentiality

The nature and detail of any work undertaken by Mr Catt within the terms of this Consultancy Service are strictly Anamartic Company Confidential and shall not be communicated in any form to a third party without the express written permission of the CEO or Director of Engineering (UK) of Anamartic Limited.

11. Equity Participation

The Board of Anamartic Limited has approved in principle the offer of 10,000 (ten thousand) unapproved share options, exercisable:

75% not earlier than three years after the date of the option grant; and the balance not earlier than four years after the date of the option.

The purchase price per share is £2.50, per 1p Ordinary Share. This offer is subject to final ratification by the Board of Anamartic Limited, following acceptance by Mr Catt.

12. Acknowledgement of IPR and Confidentiality

This Agreement is subject to, and conditional upon, the signature by Mr Catt of an 'Acknowledgement of IPR Ownership and Confidentiality' document prepared by Anamartic Limited.

13. Signatories

FOR ANAMARTIC LIMITED:

IVOR CATT ESQ

Mr Hall
..... Name

[Signature]
..... Name

Chief Executive Officer
..... Title

11/7/89
..... Date

8 June 1989
..... Date

ANAMARTIC LIMITED
MILTON HALL
MILTON
CAMBRIDGE
CB4 4AE

JUNE 1989

December 26, 1985

Violence is not an issue in this family.

Freda R Catt

Witnessed by Graham Catt

Dana Mansfield

@@@@@@@@@@@@@@@@

Ivor is not violent.

Freda R Mansfield

4.2.86

Not under coercion

@@@@@@@@@@@@@@@@

8 July 1986

(i) Not to assault molest or otherwise interfere with the other

(ii) Not to dispose, destroy or damage items of property currently in their respective possession.

(ii) to photocopy the papers in her possession known as "The Heaviside Papers" and deliver the said copies to the Respondent within 7 days.

100 is not under

Freda R. Mansfield

4-2-86

not under coercion

Dec 26, 1985

Violence is not an issue in
this family

Freda R. Catt

Witnessed by Graham Catt

Dana Mansfield

In the WATFORD County Court

No. of matter 86D0377

Between FREDA ROSEMARY CATT Petitioner
and IVOR CATT Respondent
and Co-Respondent



Before His Honour Judge Eric Stockdale
Sitting at Cassiobury House, Station Road, Watford, Herts
On the 8th day of July 1986

UPON HEARING Counsel for both parties

AND UPON the Petitioner and the Respondent undertaking whether by themselves, their servants or agents:-

- (i) not to assault molest or otherwise interfere with the other
- (ii) not to dispose, destroy or damage items of property currently in their respective possession.

AND UPON the Petitioner undertaking:-

- (i) not to enter or attempt to enter 15 King Harry Lane, St Albans, Herts
- (ii) to photocopy the papers in her possession known as "The Heaviside Papers" and deliver the said copies to the Respondent within 7 days.

AND UPON the Respondent undertaking:-

- (i) not to enter or attempt to enter 17 King Harry Lane, St Albans, Herts save to collect and return the child of the family Corinne Rae Mansfield Catt on occasions of access as agreed between the parties or ordered by the Court
- (ii) not to seek to remove Malcolm Mansfield from 15 King Harry Lane, aforesaid
- (iii) not to remove the said child, Corinne Rae Mansfield Catt from the interim care and control of the Petitioner save for the purposes of access as agreed between the parties or as ordered by the Court..

BY CONSENT

IT IS ORDERED that

1. The applications herein of the Petitioner dated the 1st day of July 1986 and of the Respondent dated the 7th day of July 1986 be adjourned generally with liberty to restore.
2. The Petitioner be granted the interim care and control of Corinne Rae Mansfield Catt.

Address all communications for the Court AND QUOTE THE ABOVE CASE NUMBER
The Court Office at
CASSIOBURY HOUSE, STATION ROAD, WATFORD, HERTS.,
is open from 10 a.m. till 4 p.m. on Mondays to Fridays only.
MATRIMONIAL CAUSES RULES

PTO

3. The Respondent be granted reasonable access to the said child, the said access to be agreed between the parties but to include access from 12 noon to 6.00 pm on each Saturday; the Respondent to collect and return the said child.

4. Each party do prepare a list of chattels and other possessions currently held by the other party which the former desires returned to be submitted to the parties solicitors for consideration.

5. The Petitioner be given leave to amend her petition to pray for dissolution of marriage.

6. The costs of these applications be reserved.

7. The costs of the Petitioner be taxed on a common fund basis in accordance with the provisions of the second schedule to the Legal Aid Act 1974.

Certificate for Counsel