

DATED 14th September 2020

3D BIO-TISSUES LIMITED

- and -

CHE CONNON

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on 14th September 2020

BETWEEN:-

3D BIO-TISSUES LIMITED (a company registered in England and Wales with registered number 116666403 whose registered office is at International Centre For Life, Central Parkway, Newcastle Upon Tyne, Tyne And Wear NE1 3BZ (the "**Company**"); and
CHE CONNON ("the **Employee**").

IT IS AGREED as follows:-

1. Commencement date and Term

- 1.1 The Employee will commence employment with the Employer on the 1st day of September, 2020 (the "**Commencement Date**").
- 1.2 Subject to termination as provided in this Agreement, the Employee will hold a temporary position which will end on 31st August 2021, however the parties acknowledge that various provisions of this Agreement survive past termination of employment. Further this Agreement after 31st August 2021 will be subject of a review and if mutually agreed by the Parties extended for a further term of 1 year as varied from time to time and reviewed on the anniversary of the Commencement Date.
- 1.3 With effect from the Commencement Date of this Agreement, the Company shall employ the Employee as Chief Executive Officer and the Employee shall serve the Company on the terms of this Agreement until (subject to clauses 1.2 and 0) terminated by either the Company or the Employee giving to the other not less than one months prior written notice of termination.
- 1.4 The Employee's previous employment with the Company will not count as part of the Employee's period of continuous employment. Accordingly, his employment and period of continuous employment shall be deemed to begin on the Commencement Date.

2. Duties

- 2.1 During normal business hours and at such other times as the Executive Board (EB) of the Company may reasonably require, the Employee shall devote a minimum of 16 hours per week to the duties of his employment and to the benefit of the Company, and shall use all reasonable endeavours to promote the Company's interests.
- 2.2 The Employee shall perform to the best of his ability such duties and exercise such powers consistent with the nature of his appointment. The duties shall be performed at the Company's offices or at such other place or places as the Company shall reasonably require. The Employee will be required to travel both in and out of the UK in the course of his duties.
- 2.3 The Employee will be required to work such hours as are necessary to effectively perform his duties under this Agreement and shall not be entitled to any additional payment for or time off in lieu of such hours.

3. Remuneration

- 3.1 The Company shall pay to the Employee an annual salary of £40,000 (including PAYE and national insurance contributions) (which shall accrue day by day) monthly in arrears directly into a nominated bank or building society account ("nominated account") or by cheque at the Company's discretion. The Employee shall ensure that the nominated account is capable of receiving the payment in the form used by the Company. The salary will be inclusive of any fees or remuneration to which the Employee may be entitled in respect of any other office or employment in the Company or any associated Company.
- 3.2 The salary shall be reviewed on each balance sheet date. The balance sheet date being the date of the balance sheet filed by the Company at the Registrar of Companies for statutory reporting purposes.

4. Expenses

- 4.1 The Company will reimburse the Employee for all pre-approved reasonable travelling, hotel, entertainment and other out of pocket expenses incurred by him in the proper performance of his duties subject to production of such receipts and vouchers and other satisfactory evidence as the Company may reasonably require. Any expenses relating to the use of the Employee's motor car on Company business will be reimbursed at the Inland Revenue approved Fixed Profit Car Scheme rate.

5. Company Car

5.1 The Company will not provide the Employee with a motor car.

6. Private Medical Insurance

The Company will not provide the Employee with private medical insurance or permanent health insurance.

7. Pension

The company will enrol the employee in an auto-enrolment compliant pension arrangement. The employer contribution will be that required by statute which at present is 3% of qualifying earnings and is dependent on employee contributions being a minimum of 5% of qualifying earnings. Qualifying earnings are defined as "total earnings between the lower earnings limit for national insurance and the upper earnings limit for national insurance."

Any changes to legislation requirement for auto-enrolment pensions will be complied with no adjustment to this contract required.

8. Holidays

8.1 The holiday year runs from 1st January to 31st December.

8.2 In each holiday year the Employee is entitled (with pay) to declared public holidays in England together with 12 days holiday to be taken at such time or times as may be agreed with the Company.

If a declared public holiday in England falls on a Saturday or Sunday, alternative dates will be substituted for these to ensure that Employees receive their statutory holiday entitlement. For the avoidance of doubt, the Company will close on Christmas Day, Boxing Day and New Year's Day, and any additional holidays to be taken at this time must be taken from the Employee's annual holiday entitlement

8.3 The Employee's entitlement to holiday accrues pro rata throughout each holiday year at the rate of 1.67 per completed calendar month pro rata.

8.4 Subject to clause 8.5 the Employee is not allowed to carry forward any holiday entitlement which has not been taken at the end of the holiday year.

8.5 The Employee is entitled to be paid in lieu of unused holiday entitlement (accrued under clauses 8.2 and 8.4) as at the termination of his employment up to a maximum of accrued leave within the 2 years immediately preceding termination.

8.6 The Employee agrees that the Company shall be entitled to make a deduction from any payments made to him on termination for each day's holiday taken in excess of her entitlement on termination.

8.7 All holidays must be taken at times approved by the EB. In agreeing holiday leave the EB will consider the requirement to maintain a satisfactory level of operation. In the event of too many people requiring holidays at the same time, requests will be dealt with on a "First Come, First Served" basis.

8.8 The Employee must not make firm holiday arrangements, including booking a holiday, without confirmation that their holiday has been authorised.

8.9 The Employee may not take more than 5 consecutive working days' holiday without prior authorisation from a Director.

9. Illness

9.1 If during his employment the Employee is unable through illness or injury to attend at work the Employee shall:

- I. without delay inform the Company by telephone;
- II. provide a medical certificate after seven days of such non- attendance and (if it continues) at consecutive intervals of seven days thereafter;
- III. keep the Company fully informed as to the progress of his illness and his expected date of return to work; and
- IV. submit himself to a medical examination if the EB shall reasonably request.

9.2 Subject to the Employee complying with his obligations under clause 9.1 above, during any absence from work through illness or injury the Employee will be paid his full salary from and including the first day of such absence for an aggregate period of up to two months absence in any 12 month period, which payment will include any Statutory Sick Pay to which he may be entitled. Where the Employee has received the maximum two months sick pay, the Employee

must return to work for a period of four continuous months before his entitlement to contractual sick pay is revived. Thereafter any further payments over and above the Employee's entitlement to Statutory Sick Pay will be at the discretion of the Board. The Employee will continue to receive throughout any period of absence due to illness or injury all other benefits to which he is entitled under this Agreement.

9.3 The Company shall be entitled to deduct from the Employee's salary the amount of Statutory Sick Pay to which the Employee may become entitled, and any other sickness benefit payable to the Employee and arising from any scheme or arrangement effected by or at the insistence of the Company.

9.4 If the Employee is away from work due to illness or injury or holiday the Company may appoint another person or persons to perform the Employee's duties until he returns to work.

9.5 The Company reserves the right to terminate the Employee's employment on one month's notice in writing in the event that he is absent from work through illness or injury for an aggregate period of three months in the 12 month period immediately prior to such notice being given.

9.6 The Employee must advise the Company immediately if he is unable to attend work due to illness or injury because of the actionable negligence of a third party for which damages are recoverable. The Employee must repay to the Company any compensation he recovers from the third party up to any amount that the Company pays to the Employee in sick pay under clause 9.2.

10. Confidentiality

10.1 The Employee agrees that, both during and after the termination of his employment under this Agreement, he will not, whether directly or indirectly by himself his servants or agents or otherwise (except in the proper course of his duties or services to the Company) use copy divulge or communicate to any person, firm, company or organisation any trade secret or confidential information concerning the Company or concerning any of its suppliers or agents or customers and shall use his best endeavours to keep confidential any trade secret or confidential information, which includes but is not limited to:-

- I. information about the business, finances, dealings, transactions and affairs of the Company;
- II. information about the business and finances of the suppliers or agents or customers of the Company;
- III. customer lists;
- IV. price lists, in particular discounted or negotiated prices paid to suppliers and discounted or negotiated prices paid by customers;
- V. market strategies;
- VI. details of new product ranges, actual or proposed;
- VII. details of current negotiations with customers, prospective customers or suppliers;
- VIII. information designated as confidential by the Company;
- IX. information in relation to which the Company owes a duty of confidentiality to any third party;
- X. technical information, know-how, research and development;
- XI. details of any Invention (as defined in clause 11); and
- XII. patents and all intellectual property of the Company

10.2 The restrictions contained in this clause will no longer apply in respect of:-

- I. any disclosure authorised by the Board or required in the proper course of the Employee's duties or services to the Company;
- II. any disclosure required by an order of a court of competent jurisdiction or by an appropriate regulatory authority or as required by law; and
- III. information which comes into the public domain otherwise than through the unauthorised disclosure of the Employee.

11. Inventions

11.1 If in the course of his employment the Employee, whether alone or jointly, makes, develops, modifies or improves an invention, discovery, design, topography, patent, intellectual property right or to any past invention, discovery, design or topography, patent, intellectual property right, or originates a copyright work ("**the Invention**"):

- I. subject to Section 39 of the Patents Act 1977, all intellectual property rights in the Invention will belong to the Company. In this clause intellectual property means all

patents, trade marks, registered designs, design rights, copyrights and database rights, know how, confidential information and other intellectual property rights whatsoever and wherever subsisting (including in software or any other medium);

- II. the Employee shall promptly disclose to the Company full details of the Invention;
- III. the Employee shall, at the request and expense of the Company, do everything necessary to enable the Company or its nominee to obtain the benefit of and all right, title and interest to and in the Invention including, without limitation, securing patent or other protection in the United Kingdom or any other part of the world;
- IV. the Employee waives any rights he may have in respect of the Invention under Sections 77-86 of the Copyright, Designs and Patents Act 1988, including the right to object to derogatory treatment.

The provisions of this clause are subject to Section 42 of the Patents Act 1977.

12. Disciplinary/Appeals Procedure

12.1 The Company has a disciplinary procedure which can be obtained from the Board.

12.2 In the event of the Employee being dissatisfied with any disciplinary decision relating to him, he should appeal in writing within 10 working days of being notified of the disciplinary decision to the Board who will investigate, hear the Employee's representations, if any, and come to a decision which shall be final.

13. Grievance Procedure

13.1 In the event of the Employee having any grievance relating to his employment, he should raise the grievance in writing with the Board who will appoint a nominee to investigate and hear the Employee's representations, if any, and come to a decision within a reasonable time of the grievance having been raised. In the handling of any grievance the parties will attempt to comply with any relevant legislation and the ACAS code of practice on disciplinary and grievance procedures.

14. Termination

14.1 The Company may dismiss the Employee without notice or payment in lieu of notice, if he: commits any serious or persistent breach of this Agreement; or

- I. is guilty of conduct which, in the reasonable opinion of the Board, brings him or is reasonably likely to bring him or the Company or any of its officers or employees into disrepute or which otherwise prejudices the interests of the Company; or
- II. is convicted of any criminal offence other than an offence which in the reasonable opinion of the Board does not affect his position as an employee of the Company; or
- III. commits any deliberate act of discrimination, harassment or victimisation on the grounds of race, sex, disability, sexual orientation, religion/religious belief or age; or
- IV. commits any act of gross misconduct or serious incompetence; or
- V. becomes of unsound mind or becomes a patient under any statute relating to mental health; or
- VI. fails to improve his performance in a reasonable period following a written warning of the possibility of dismissal for poor performance.

14.2 The Company reserves the right to suspend the Employee on full salary and benefits for any period if, by reason of a need to investigate the Employee's conduct, the Company considers it necessary to do so.

14.3 On termination of his employment the Employee shall hand over to the Company immediately all property of the Company which may then be in his possession or under his control, including (but not limited to):-

- I. all books, documents, papers, materials, computer discs and software and any copies thereof (whether in human readable or machine readable form); and
- II. keys to any building owned or occupied by the Company.

15. Payment in Lieu of Notice

15.1 Upon notice by either party being given to terminate this Agreement, the Company reserves the right to pay the Employee salary at the rate provided under clause 3 above in lieu of the notice of termination which he is required to give to and entitled to receive from the Company and, at any time after the start of a notice period, to terminate the Employee's employment upon payment in lieu of the notice then unexpired. If the Employee accepts a payment in lieu of notice, he shall waive his entitlement to be compensated for the loss of any

contractual benefits which he would have accrued if he had worked for the remainder of his notice period.

16. Garden Leave

16.1 In the event that either party gives notice to terminate this Agreement, the Company shall have the right from the time notice is given to allocate duties to the Employee not within his normal duties, or not to allocate any duties to the Employee and to require him not to report to the Company's premises but to remain at home when he will continue to receive his salary and all other benefits under this Agreement. During any such period the Employee shall comply with any reasonable directions given by the Company and the Company may require the Employee not to contact or approach employees, customers, or suppliers of the Company for any business purpose. This clause does not affect the right of the Company to suspend the Employee for good cause, nor does it affect the rights and obligations of the parties before the notice of termination is given.

16.2 The Employee's implied and express duties of fidelity are not affected by reason only of the Company exercising its rights under clause 16 and whilst the Employee remains at home under the provisions of clause 16.1, the Employee cannot directly or indirectly be engaged or interested in any other business or occupation without the express written permission of the Board.

17. Restrictions

17.1 Non-Solicitation

17.1.1 The Employee shall not without the prior written consent of the Company, for a period of 12 months after the termination of his employment, either on his own behalf or with, through, for or on behalf of any other person, firm, company or organisation solicit or endeavour to solicit (in connection with any business of a type carried on by the Company at the termination of his employment and with which the Employee had significant involvement in the 12 months before the termination) the custom or business of any customer of the Company with whom he dealt prior to the termination of his employment for the supply of products or services which are of the same kind as or of a materially similar kind to or competitive with any products or services sold or supplied or provided by the Company prior to the termination of his employment.

17.2 Non-Dealing

17.2.1 The Employee shall not without the prior written consent of the Company, for a period of 12 months after the termination of his employment, either on his own behalf or with, through, for or on behalf of any other person, firm, company or organisation deal, (in connection with a business of a type carried on by the Company at the date of termination of his employment and with which the Employee had significant involvement in the 12 months before the termination) with any customer (or any person, firm, company or organisation in the habit of dealing with the Company) with whom he dealt prior to the termination of his employment.

17.3 Non-Enticement

17.3.1 The Employee shall not without the prior written consent of the Company, for a period of 12 months after the termination of his employment, either on his own behalf or with, through, for or on behalf of any other person, firm, company or organisation entice away from the Company any person employed or engaged by the Company prior to the termination of his employment with whom he had material contact in the course of his duties.

17.4 Non-Competition

17.4.1 The Employee shall not without the prior written consent of the Company, for a period of 12 months after the termination of his employment, within any country in which the Company has prior to the termination of his employment operated or made plans to operate, work or be engaged, concerned or interested in any business, in any capacity whatsoever, either on his own behalf or with, through, for or on behalf of any other person, firm, company or organisation which is similar to or competes with or could be reasonably expected to compete with the business carried on by the Company from time to time.

18. Collective Agreements

18.1 There are no collective agreements which affect the Employee's employment.

19. Work outside the United Kingdom

19.1 The Employee may be required to work outside the United Kingdom for more than one month at any one time during the course of his employment under this Agreement. When the Employee is working outside the UK in the performance of his duties, he shall be bound by the terms and conditions of this Agreement. He will not receive any additional remuneration by reason of working outside the UK and his salary shall continue to be in UK pounds sterling in accordance with this Agreement.

20. Written Particulars of Employment

20.1 This Agreement incorporates all those particulars of which the Employee is required to be given notice by the Company pursuant to the Employment Rights Act 1996.

21. General

21.1 The Employee hereby authorises the Company to deduct from his remuneration (which for this purpose includes salary, pay in lieu of notice, commission, bonus, holiday pay and sick pay) all debts owed by him to the Company or any Group Company, including but without limitation the balance outstanding of any loans (and interest where appropriate) advanced by the Company to the Employee.

21.2 This Agreement supersedes any previous contracts of employment between the Company and the Employee and comprises the entire agreement between the parties.

21.3 Any variation to this Agreement must be evidenced in writing and signed by both parties.

21.4 Each provision of this Agreement is severable and distinct from the others. The parties hereto intend that each of the provisions herein shall be and remain valid and enforceable to the fullest extent permitted by law. In the event that any provision herein (for any reason) is or becomes to any extent whatsoever invalid, illegal or not enforceable at law, it shall to that extent be deemed not to form part of this Agreement but save for the aforementioned limitation, it will continue to remain in full force and effect. All other provisions of this Agreement shall remain in full force and effect save where the operation of any such clause would negate the commercial intent or purpose of the parties hereto.

21.5 If any provision of this Agreement is illegal or unenforceable because of any period, area specified, or any other measure or qualification so provided in the provision exceeds that permitted by law, the provision shall be deemed to have been modified to the minimum extent necessary to make it valid, effective and acceptable and enforceable in law subject to that modification not negating the commercial intent or purpose of the parties hereto.

21.6 This Agreement is governed by and shall be construed in accordance with the laws of England and Wales and the parties to this Agreement submit to the exclusive jurisdiction of the English Courts.

21.7 Any notice required to be given under this Agreement shall only be valid if in writing and sent to the other party's address as stated in this Agreement (or such other address as may be notified by either party to the other from time to time) by first class post (in which case notice will be deemed to have been given 48 hours after posting) or delivered to the Employee personally or left at the Company's registered office (in which case notice will be deemed to have been given at the time of delivery).

22. Conflicts of interest

22.1 The Employee will disclose promptly to the Company in writing all his interests in any business other than that of the Company and will notify the Board immediately of any change in his external interests.

THIS AGREEMENT has been signed and delivered on the date set out at the beginning.

Executed by 3D BIO-TISSUES LIMITED in accordance with its Constitution

[Redacted Signature]

Signature of director

CHE CONNON

Name of director (print)

[Redacted Signature]

Signature of director/company secretary
(Please delete as applicable)

GEOFF BAKER

Name of director/company secretary (print)

EXECUTED by the EMPLOYEE in the

presence of:

Witness:

.....

Signature:

[Redacted Signature]

.....

Name: Joanna Connon

.....

Address:

[Redacted Address]

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