

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employee Agreement
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Kevin Francis Prendergast	02/21/2006
<b>RECEIVING PARTY DATA</b>	
Name:	Aristocrat Technologies Australia Pty Limited
Street Address:	85 Epping Road
Internal Address:	Building A, Pinnacle Office Park
City:	North Ryde, NSW
State/Country:	AUSTRALIA
Postal Code:	2113
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12491753
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)115-8100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3127758000
Email:	emaxson@mcandrews-ip.com
Correspondent Name:	McAndrews, Held & Malloy Ltd.
Address Line 1:	500 West Madison Street
Address Line 2:	Suite 3400
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	20835US01
NAME OF SUBMITTER:	Larry M. Jarvis
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## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on this twenty first day of February 2006

**PARTIES: ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LIMITED**  
(ABN 22 001 660 715) of 71 Longueville Road, Lane Cove in the State of New South Wales (Aristocrat)

Kevin Prendergast of 6/2 James Street, Bondi Junction, NSW, 2022 (You)

### RECITALS:

- A. Aristocrat conducts the business of designing, developing, manufacturing, marketing and selling gaming machine services.
- B. Aristocrat wishes to employ You on the terms of this Agreement.

### OPERATIVE PROVISIONS:

#### 1. DEFINITIONS:

In this Agreement:

**Aristocrat Group** refers to Aristocrat, and Aristocrat Leisure Limited, together with their related and affiliated companies and entities from time to time.

**Aristocrat's Business** means the business of designing, developing, manufacturing, marketing, selling and distributing gaming machines and associated equipment and services which is carried on by Aristocrat, and the Aristocrat Group, throughout the world.

**Confidential Information** is defined as any information concerning or relating to Aristocrat, Aristocrat's Business or the Aristocrat Group, not in the public domain and comprising: trade secrets, secret formulae, computer hardware and software programs and designs, artwork, drawings, game names, game designs, game specifications, general designs, financial and accounting information, customer and supplier names, correspondence, negotiations and/or contracts with customers and suppliers, or proposed customers or suppliers, negotiations, correspondence and dealings with gaming regulatory authorities and gaming machine testing laboratories, market research, gaming performance data and marketing strategies, research and development plans and expenditure and information relating to the development of single and multiple gaming machine software and hardware platforms, together with any other information or material that Aristocrat in the future may indicate is confidential, or which may be apparent is confidential.

**Letter of Offer** means the letter of offer addressed to You and dated 21st February, 2006

## **2. PERIOD OF EMPLOYMENT**

### **2.1 Position**

Aristocrat will initially employ You in the position referred to in the Letter of Offer and subsequently in any other roles commensurate with your experience and level in the organisation that may be assigned to You from time to time.

### **2.2 Probation**

This position is offered for an initial probationary period of 3 months from Your initial hire date. On the satisfactory conclusion of this period, Your appointment will be confirmed as permanent. During this period, either party may terminate the employment by giving 1 week's notice to the other. Aristocrat reserves the right to pay You in lieu of requiring You to work during the notice period.

### **2.3 Term**

Following successful completion of probation, Your employment will be deemed to have been confirmed from the commencement date referred to in Your Letter of Offer, and will continue until terminated under clause 7.

## **3. PRE-CONDITIONS TO EMPLOYMENT**

Aristocrat's Business is highly regulated, and is reliant upon maintaining relevant gaming licences throughout the world. Gaming licence regulatory bodies demand very detailed and personal information regarding many officers and employees of Aristocrat. In these circumstances, You acknowledge the following obligations to be reasonable, and You agree:

- (a) You will produce a copy of Your criminal record upon request;
- (b) to give Aristocrat the right, throughout the entire period of Your employment, to request the release of information and/or documents concerning You from parties possessing them, which may include former employers;
- (c) You will, throughout the entire period of Your employment, if requested by Aristocrat, sign an appropriate form of request and authority to allow third parties to provide and disclose information to Aristocrat; and
- (d) You will generally co-operate with any requests to provide explanations and to produce documents or information that may be made by the Compliance Committee of Aristocrat from time to time whether in relation to your employment, Aristocrat's Business or any other matter that the Compliance Committee may request in respect of its functions.

## **4. YOUR DUTIES AND RESPONSIBILITIES**

In connection with Your employment by Aristocrat You agree to:

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- a) undertake the duties assigned to You by Aristocrat;
- b) observe and comply with all directions given to You by Aristocrat;
- c) faithfully serve Aristocrat, and use Your best endeavours to promote and advance the interests of Aristocrat's Business, Aristocrat, and, where instructed by Aristocrat, the Aristocrat Group;
- d) devote Your full attention and abilities (unless absent on leave, or through illness or injury) to the proper conduct of Your duties to the exclusion of any other occupation;
- e) not engage or be concerned directly or indirectly in any other business in competition with the Business, or promote, finance or invest in the business or shares of any company carrying on business in competition with Aristocrat or Aristocrat's Business;
- f) not accept any payment or other benefit from any person as an inducement or reward for any matter or business transacted by or on behalf of Aristocrat or the Aristocrat Group;
- g) comply, at all times, with provisions of gaming laws and regulations in every jurisdiction in which Aristocrat or the Aristocrat Group operate;
- h) successfully complete all required compliance training through "evolve" (Aristocrat's online learning and development tool) within 90 days of the commencement of your employment.

Failure to comply with any of items (a) to (h) above will represent a breach of this agreement , in which case the terms of clause 7.2 of this agreement shall apply.

## **5. CORPORATE POLICIES AND PROCEDURE MANUAL**

It is not intended that this Employment Agreement define and determine all of the rights and obligations of the parties during Your employment. Aristocrat is governed by Corporate Policies and Procedures located on its Intranet site. You agree to familiarise yourself and comply with those directives and procedures on commencement of Your employment.

## **6. REMUNERATION**

### **6.1 Remuneration Package**

You will be entitled to an annual remuneration package as set forth initially in the Letter of Offer and subsequently as advised to You following any remuneration package review.

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## 6.2 **Review Of Remuneration Package**

The remuneration package referred to in clause 6.1 will be reviewed at least annually in accordance with Aristocrat's Remuneration Review procedure.

## 6.3 **Expenses**

Aristocrat will reimburse You for all entertainment, travelling, accommodation and other expenses which You have reasonably incurred in connection with Your employment on production of receipts and statements.

## 6.4 **Leave Entitlements**

You are entitled to 4 weeks' annual holiday leave. Your entitlement to long service leave, and other forms of leave, are as required by such law or industrial award or instrument as may be applicable from time to time.

## 6.5 **Superannuation**

Aristocrat will contribute an amount specified under superannuation laws from time to time or, if applicable, as set forth in the Letter of Offer, into an appropriate superannuation fund.

## 7. **TERMINATION OF SERVICES**

### 7.1 **Termination By Either Party**

Either You or Aristocrat may terminate this Agreement at any time by giving the other party 1 month's notice in writing. Aristocrat reserves the right to pay You an amount equivalent to the remuneration that You would have earned during the 1 month notice period, in lieu of requiring You to continue to carry out Your duties during that period.

### 7.2 **Termination By Aristocrat**

Aristocrat is entitled by written notice to terminate Your employment and this Agreement, effective immediately, if You:

- (a) act in breach of clause 3 and / or clause 4 of this Agreement;
- (b) are guilty of misconduct, negligence, dishonesty or breach of duty;
- (c) are involved in any illegal or improper business practices in connection with Aristocrat's Business, or if You misappropriate Aristocrat's property;
- (d) are convicted of any criminal offence, other than an offence which, in the reasonable opinion of Aristocrat, does not affect Your employment;

- (e) are convicted of a gaming related offence, or have been found to be a person who is unsuitable to hold a gaming related licence or be employed by the holder of a gaming related licence.
- (f) are unable to fulfil Your duties as a result of illness or mental disability, or either cause, for an aggregate period exceeding 3 months in any period of 12 months;
- (g) are continually and repeatedly absent from Your employment during normal working hours for reasons other than holiday leave, leave arising from sickness or disability, or other absences that are approved by Aristocrat for an aggregate period exceeding 3 months in any period of 12 months; or
- (h) become a person whose affairs are liable to be dealt with under the laws relating to mental health.

### **7.3 Termination On Probity Grounds**

Aristocrat may terminate Your employment, with immediate effect and with payment in lieu of notice in accordance with clause 7.1, if it receives advice or notification from any gaming related authority or commission that the continuation of Your employment would jeopardise any of Aristocrat's gaming related licences.

### **7.4 Return Of Property**

On the date of termination, You must return to Aristocrat all Confidential Information, any computer software or hardware or programs provided to You by Aristocrat, any computer disks containing Aristocrat documentation, any other reports, records or documents of Aristocrat, artwork, diaries, accounts and papers of every description, any motor vehicle provided to You by Aristocrat, keys, security passes and all other company property.

### **7.5 Repayment Of Loans**

Subject to any express agreement to the contrary, on termination of Your employment, all debts which You owe to Aristocrat must be repaid within 7 days, whether these debts are due to be repaid or not. You agree that by signing this Agreement, You irrevocably authorise Aristocrat to apply money to which You are entitled on termination, to repayment of any money You owe to Aristocrat at that date.

## **8. PERFORMANCE MANAGEMENT**

As part of Your employment with Aristocrat, You are required to participate in performance reviews in which Your individual job performance will be evaluated and assessed against the objectives and responsibilities of the position.

## **9. PROTECTION OF ARISTOCRAT'S BUSINESS - WARRANTIES, OBLIGATIONS AND RESTRAINTS**

9.1 Aristocrat has developed Aristocrat's Business over several decades. Aristocrat is an internationally recognised designer and developer of gaming machines. Aristocrat's Business is carried out throughout Australia and in over 40 countries throughout the world.

At the time of entering this Employment Agreement, Aristocrat enjoys a very significant percentage of the world market share of operational gaming machines, and many of the top revenue earning gaming machines operating in Australia are designed, developed and manufactured by Aristocrat.

To maintain Aristocrat's Business, Aristocrat expends many millions of dollars each year on sales and marketing planning, and on research and development. In these circumstances, You acknowledge that the following warranties, obligations and restraints are reasonable.

### **9.2 Warranties By Employee**

You warrant that at the date of commencement of employment, and during the term of this Agreement, You will not be directly or indirectly engaged, concerned or interested in any trade, business, company or occupation of any kind which is in competition, or potential competition, with the Business, Aristocrat or the Aristocrat Group.

### **9.3 Confidentiality**

During the course of Your employment, You will have access to Confidential Information of Aristocrat and the Aristocrat Group. You agree that You will not (except in the normal course of Your employment) in any capacity (including as employee, independent contractor, consultant, principal, agent, director, joint venturer, partner, trustee, beneficiary) directly or indirectly, and either while an employee of Aristocrat, or after termination of such employment:

- (a) disclose Confidential Information; or
- (b) use or facilitate, or allow others to use, Confidential Information.



#### 9.4 **Restraint**

You will not, for a period of 6 calendar months anywhere in the Asia Pacific region, after your employment with Aristocrat terminates:

- (a) perform work or provide services in any capacity (including as employee, independent contractor, consultant, principal, agent, director, joint venturer, partner, trustee, beneficiary), directly or indirectly, for any person or entity that competes with Aristocrat's Business;
- (b) canvass, solicit or endeavour to entice away from Aristocrat any client or customer of Aristocrat, or any person, who at any time during the last 6 months of Your employment, were or are clients or customers of Aristocrat, or were in the habit of dealing with Aristocrat;
- (c) solicit, interfere with, or endeavour to entice away any employee of Aristocrat or the Aristocrat Group; or
- (d) counsel, or otherwise assist any person to do any of the acts referred to in paragraphs (a), (b) and (c) of clause 9.4.

#### 9.5 **Expanded And Developed Property**

You acknowledge that all property (whether tangible or intangible) which is created, developed, expanded, added to and/or modified in any manner by You during Your employment is, and will remain, the sole and exclusive property of Aristocrat at all times during Your employment and following termination.

#### 9.6 **Notifications Of Inventions**

You agree that You will inform Aristocrat of any inventions, designs, improvements or developments relating to Aristocrat's Business of which You become aware of during Your employment, whether or not they are necessarily developed by You during normal working hours. You agree to assist Aristocrat to obtain any patent, trade mark or design registrations to give Aristocrat title to the invention, design, improvement or development.

#### 9.7 **Assignment Of Intellectual Property**

You agree that You hereby assign all Your right, title and interest to, and in, any property relating to the Business (whether tangible or intangible) which is created during Your employment, including any right to any designs, inventions, patents or other industrial or intellectual property. You agree to do all things necessary to give effect to any such assignment.

## 9.8 Moral Rights

You agree to waive, to the extent permitted by law, all and any moral rights to which You may be entitled to anywhere in the world in relation to any works (which are the subject of copyright) arising out of or in connection with Your employment. To the extent not waived, You consent to Aristocrat doing any act or omission anywhere in the world which might otherwise infringe any or all of Your moral rights in such works, arising out of or in connection with Your employment.

## 9.9 Misrepresentation Following Termination

You undertake that You will not, after termination of Your employment, represent that You continue to be in any way connected with, or interested in, Aristocrat or the Aristocrat Group.

## 9.10 Obligations And Restraints Considered Reasonable

You acknowledge:

- (a) that the restraints in this clause 9 are reasonable in all the circumstances of Your employment, and You agree that they are necessary for the protection and maintenance of Aristocrat and Aristocrat's Business. In particular, You acknowledge that Aristocrat's Business is a global business. Technology advances have meant that a person who had performed work in Sydney, Australia, could effectively compete with Aristocrat if located anywhere in the world. Should a court find that this Geographical Area is excessive, the parties agree that the restraint will apply to the whole of Australia.
- (b) if any provision in this Agreement is found by a court of competent jurisdiction to be void or unenforceable, it shall be read down to the extent necessary to be valid or enforceable in that jurisdiction; and
- (c) if the whole or any part of a provision of this Agreement is otherwise void, unenforceable or illegal, it is severed from the Agreement, and the remainder of the Agreement has full force and effect, and the validity or enforceability of that provision is not otherwise affected.

## 9.11 Injunction

You acknowledge that Your failure to observe and perform the obligations and restraints in clause 9 may cause Aristocrat damage which is unable to be adequately assessed or compensated by damages. You acknowledge that in these circumstances, Aristocrat may be entitled to seek an order for specific performance, an injunction restraining You from acting in breach of the restraints in clause 9, or any other equitable remedy available.

## **10. MISCELLANEOUS**

### **10.1 Service Of Notices**

- (a) All notices referred to in this Agreement must be sent by certified, registered or express mail, with postage prepaid or by hand delivery to the address referred to at the beginning of this Agreement, or to such other address as may be supplied for the purpose of this clause.
- (b) All notices will be deemed to have been duly given or made:
  - (i) 3 days after being sent by mail with postage paid; or
  - (ii) when hand delivered.

### **10.2 Waiver**

Failure or omission by either party, at any time, to enforce or acquire strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way, or the rights of a party to avail itself of the remedies it may have in respect of any breach of any provision.

### **10.3 Proper Law**

This Agreement will be construed and applied, and will take effect as a contract made in New South Wales, and will be governed by, and must be performed according to, the law of New South Wales. The parties unconditionally submit to the exclusive jurisdiction of courts of that State, and courts entitled to hear appeals therefrom.

### **10.4 Entire Agreement**

This constitutes the entire agreement between You and Aristocrat relating to Your employment. This Agreement supersedes all previous employment agreements, communications or representations, whether oral or written, with respect to Your employment.

### **10.5 Variations**

This Agreement may not be changed or modified in any way following execution, other than by written agreement between Aristocrat and Yourself.

### **10.6 Assignment**

You may not assign Your obligations under this Agreement. Aristocrat may assign this Agreement to other companies within the Aristocrat Group.

**SIGNED AS AN AGREEMENT:**

**SIGNED ON BEHALF of ARISTOCRAT )  
TECHNOLOGIES AUSTRALIA PTY )  
LIMITED by Alison Chan - General )  
Manager, Human Resources in the )  
presence of:**

  
ALISON CHAN

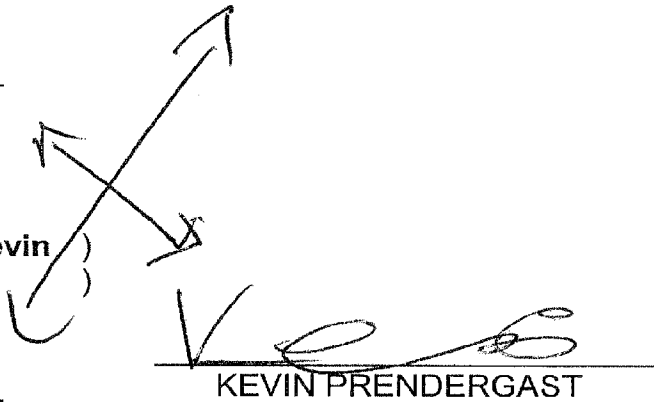
Noeline Cassettari  
Signature of Witness

NOELINE CASSETTARI  
Name of Witness - Block Letters

202 FOREST WAY  
BELROSE 2085  
Address of Witness

ARTIST  
Occupation of Witness

**SIGNED AS AN AGREEMENT by Kevin )  
Prendergast in the presence of:**

  
KEVIN PRENDERGAST

L. de J.  
Signature of Witness

Leanne Schuy  
Name of Witness - Block Letters

of Aristocrat

Address of Witness

HR Administrator  
Occupation of Witness

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