

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4631785

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SCOTT DAVID COLES	07/01/2012
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BERKELEY INFORMATION TECHNOLOGY PTY LTD	
<b>Street Address:</b>	LEVEL 31, RBS TOWER AT AURORA PLACE,	
<b>Internal Address:</b>	88 PHILLIP STREET	
<b>City:</b>	SYDNEY, NEW SOUTH WALES	
<b>State/Country:</b>	AUSTRALIA	
<b>Postal Code:</b>	2000	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14446061
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(206)682-6031	
<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>		
<b>Phone:</b>	206-622-4900	
<b>Email:</b>	dons@seedip.com	
<b>Correspondent Name:</b>	SEED IP LAW GROUP LLP	
<b>Address Line 1:</b>	701 FIFTH AVENUE	
<b>Address Line 2:</b>	SUITE 5400	
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98104	
<b>ATTORNEY DOCKET NUMBER:</b>	140185.404	
<b>NAME OF SUBMITTER:</b>	FRANK ABRAMONTE	
<b>SIGNATURE:</b>	/Frank Abramonte/	
<b>DATE SIGNED:</b>	10/09/2017	
<b>Total Attachments: 15</b>		
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This Agreement is made on ..... 2012

## Parties

- 1 **Berkeley Information Technology Pty Ltd** (ABN 66 088 277 561) trading as Berkeley information Technology of Level 31, RBS Tower at Aurora Place, 88 Phillip Street, Sydney, NSW 2000 ('the Company')
- 2 **Scott Coles**, currently residing at 43 Bay Road Waverton NSW 2060 ('the Employee')

## The Parties agree as follows:

### 1. Appointment and Fixed Term

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#### Appointment

- 1.1 The Company employs the Employee in the position set out in **Item 3** of **Schedule 1**.

#### Fixed Term

- 1.2 The Employment shall commence on the Commencement Date and unless terminated by either party in accordance with this Agreement, shall continue until the Expiry Date, on which date it shall automatically terminate (without the Company being required to give the Employee notice or otherwise take any steps to effect termination).
- 1.3 The Company expressly states that its ability to offer employment to the Employee is based upon its contracts with clients to provide its services. It is not in position to and makes no representations in relation to the offer of future work after the Expiry Date.

### 2. Probationary Period

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#### Probationary Period

- 2.1 The Employee is employed initially on a probationary basis for the period set out in **Item 10** of **Schedule 1**, during which time the Company will review the Employee's progress. At any time during the probationary period either the Employee or the Company may terminate this Agreement, without citing any reason, on giving one week's notice or, in the case of the Employee, immediately, by the Employee forfeiting one week's remuneration or, in the case of the Company, immediately, by the Company paying the Employee one week's remuneration in lieu of notice.

### 3. General Obligations of Employee

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#### 3.1 The Employee must:

- (a) **Diligence:** serve the Company faithfully and diligently to the best of the Employee's ability.
- (b) **Company policies:** comply in all respects with the Company policies and procedures adopted by the Company from time to time. Nothing in this clause renders the Company's policies and procedures part of this Agreement. In the event of any inconsistency between a Company policy and this Agreement, the terms of this Agreement shall prevail.
- (c) **Promote interests of the Company:** use all reasonable efforts to promote the interests of the Company.

- (d) **Applicable law:** comply with all legal requirements which concern the position of the Employee and any duties or responsibilities of the Employee.
- (e) **Reporting obligations:** report to the Manager set out in **Item 11 of Schedule 1** on a regular basis and as requested by the Company. Also report to such person or persons as the Company may from time to time nominate and in accordance with the Company's reporting policy in force from time to time.

### 3.2 Employee must not:

- (a) act in conflict with the Company's best interests; or
- (b) compete with the Company; or
- (c) carry on or be directly or indirectly involved in any other business or employment without the written permission of the Company.

## 4. Duties and Responsibilities

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- 4.1 **Duties:** The Employee's specific duties and responsibilities are set out in **Item 4 of Schedule 1**.
- 4.2 **Variation:** The operational requirements of the Company may vary from time to time. Accordingly, the scope and nature of the Employee's duties, responsibilities, authority and title may vary from time to time in consultation with the Company. Any variation must be reasonable, amongst other things, having regard to Employee's qualifications, training and experience.
- 4.3 **Location:** The Employee may be required to work from home and from the various locations of clients of the Company as reasonably directed by the Company.

## 5. Warranties by Employee

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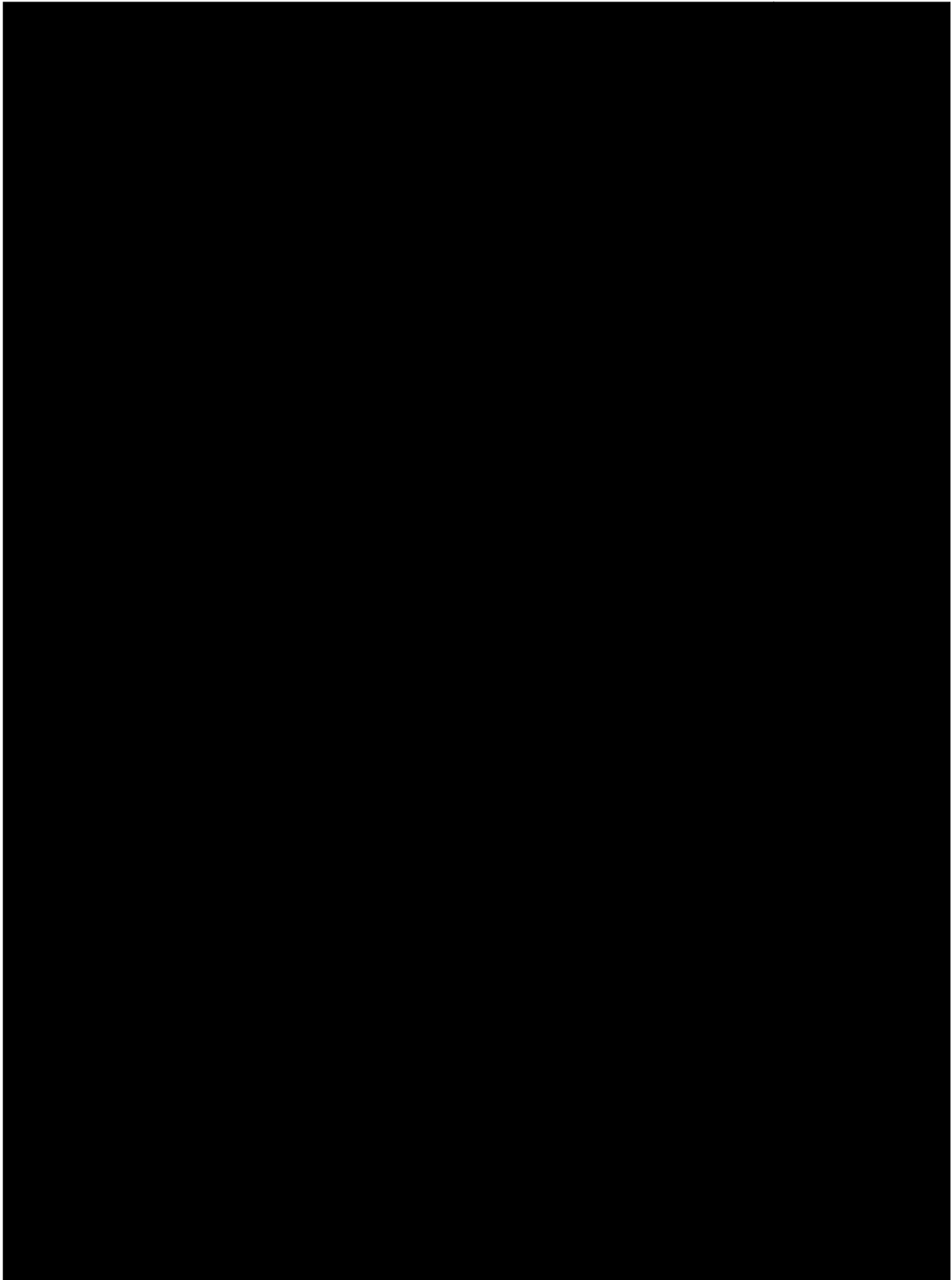
- 5.1 **Fitness For Work:** The Employee warrants that they are fit to undertake the duties and responsibilities set out in **Schedule 1** and does not suffer from any pre-existing medical condition that may affect their ability to carry out their work. Should the Employee become aware of any medical condition that may affect their ability to carry out their work they must notify the Company as soon as practically possible.
- 5.2 **No existing restraints:** The Employee warrants that they are not under any existing restraint from a former employer which would affect their ability to perform their duties under this Agreement or prevent them from accepting the Employment.

## 6. Hours of Work

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- 6.1 **Hours of Work:** The Employee is required to work for the hours specified in **Item 5 of Schedule 1**, and during such periods as are agreed from time to time (such hours not being rostered in any week to equal or exceed 38 hours). Minimum (unpaid) meal breaks of 30 minutes must be taken in the course of a standard work day. For health and safety, staff are not allowed to work more than 5 hours continuously without taking a minimum 30 minute break. It is a condition of employment that the Employee completes time sheets in accordance with the Company's policies and protocols.
- 6.2 **Days of Work:** The regular days on which work will be performed are specified in **Item 5 of Schedule 1**.

- 6.3 General Hours of Business:** General hours of business for the Company are as specified in **Item 6** of **Schedule 1** and are referred to as "Core Hours". The employee may be required to work outside of Core Hours on an ad-hoc or routine basis.



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## **10. Confidentiality**

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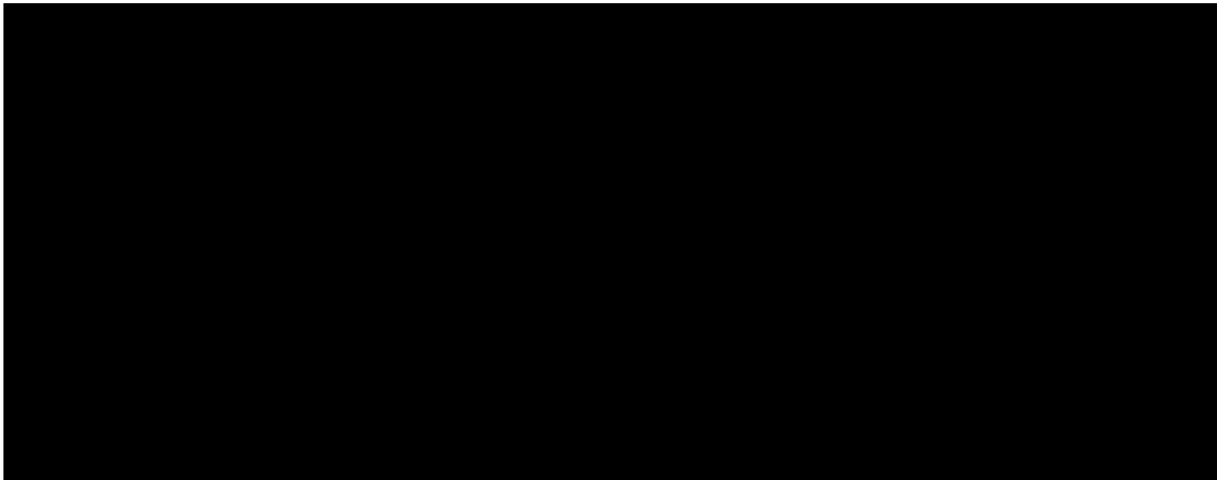
- 10.1** The Employee's obligations of confidentiality as set out in this **Clause 10**, apply during the Employment, and continue to apply at all times following termination of the Employment.
- 10.2** The Employee must hold all Confidential Information in strict confidence.
- 10.3** The Employee must not at any time during the course of the Employment or subsequently, except as specifically authorised by the Company, disclose to any person, or sell to any person, or share with any person, or copy or make use of in any manner, any Confidential Information of the Company or the Group or any information which the Company or the Group has received from others, which it is obliged to treat as confidential.
- 10.4** The Employee must not make use of any Confidential Information for the benefit of any person other than the Company or the Group.
- 10.5** The Employee must not make a copy or summary of any Confidential Information unless required to do so in the course of the Employment. If the Employee is required to make a copy of any Confidential Information during the course of the Employment, then such record remains the property of the Company and the Group (or either of them as the case may be).
- 10.6** The Employee must take all necessary and reasonable steps to prevent Confidential Information being disclosed to any unauthorised person.
- 10.7** The Employee must indemnify the Company and the Group (or either of them) for any loss, which arises from any breach of the Employee's obligations under this **Clause 10**.
- 10.8** The Employee must do anything required by the Company or the Group to restrain a breach or any infringement of this covenant.
- 10.9** Without limiting any other obligation under this Agreement, the Employee must not make use of the Confidential Information to the commercial, financial or competitive detriment or disadvantage of the Company or the Group.
- 10.10** The Employee must immediately notify the Company of any actual or suspected unauthorised use, copying or disclosure of Confidential Information.
- 10.11** The Employee must provide any assistance reasonably required by the Company or the Group in proceedings by the Company or the Group against any person for unauthorised use, copying or disclosure of Confidential Information.

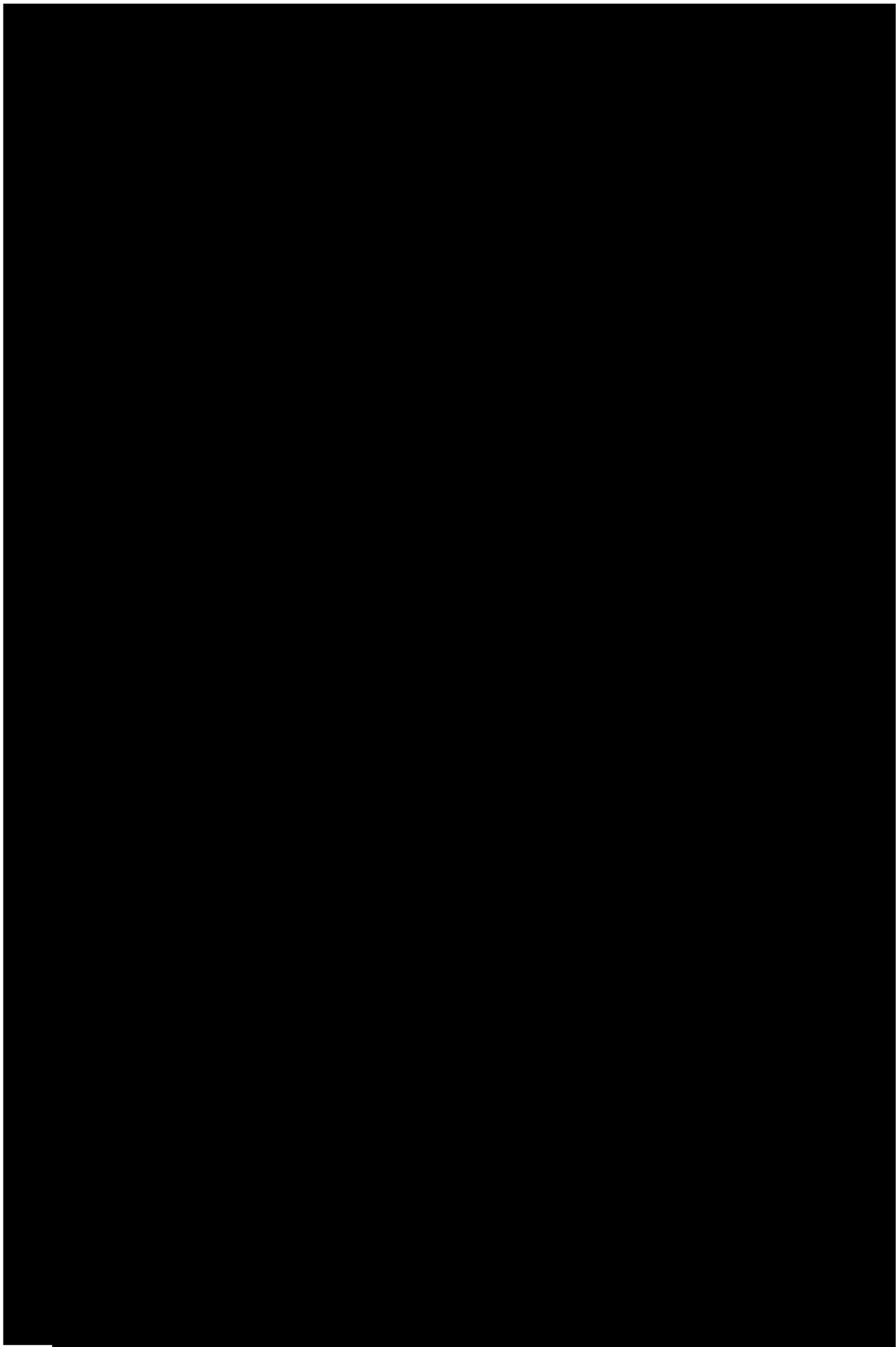
- 10.12** The Employee acknowledges that these obligations of confidentiality are reasonable and necessary to protect the goodwill of the Company and the Group. The Employee further acknowledges that the remedy of damages may be inadequate to protect the interests of the Company and the Group, and the Company and the Group (or either of them) is/are entitled to seek and obtain injunctive relief or any other relief in respect of a breach of these obligations.
- 10.13** The Employee acknowledges that a breach of any of these obligations of confidentiality is a very serious matter and may well result in summary dismissal.

## **11. Intellectual Property**

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- 11.1** The Employee acknowledges and agrees that it is a condition of Employment that the Company is the owner of all Intellectual Property rights in all documents, materials or other things created or contributed to by the Employee (whether alone or with others) in the course of the Employment.
- 11.2** If for any reason any creation or contribution of any documents, materials or other things results in any right, title or interest vesting in the Employee, the Employee must unconditionally and irrevocably assign all of their right, title and interest to the Company (or any person nominated by the Company) and do all things necessary for this to occur.
- 11.3** The Employee must, at the expense of the Company, do each of the following:
- (a) Sign any necessary documents and do all things that the Company may require for perfecting the assignment of the Intellectual Property rights under **Clause 11.2**.
  - (b) Assist in all administrative and legal procedures before any relevant authority, courts or other relevant bodies brought by, for or against the Company (or any person to whom the Company directs the Employee make an assignment under **Clause 11.2**) involving any Intellectual Property rights owned by or assigned to the Company pursuant to this Clause.
- 11.4** Any act to be done or document to be signed by the Employee pursuant to **Clause 11.2** may be done or signed by a director or secretary of the Company, or another person authorised in writing by the Company, and the Employee irrevocably appoints each director, secretary or other nominee to be the Employee's attorney for that purpose.
- 11.5** The Employee consents to any act or omission by or authorised by the Company, or the Company's assignees, licensees or successors in title and any person authorised by the Company, or its assignees, licensees or successors in title that would, but for this consent, otherwise infringe any of the Employee's Moral Rights.







### 13. Obligations on Termination

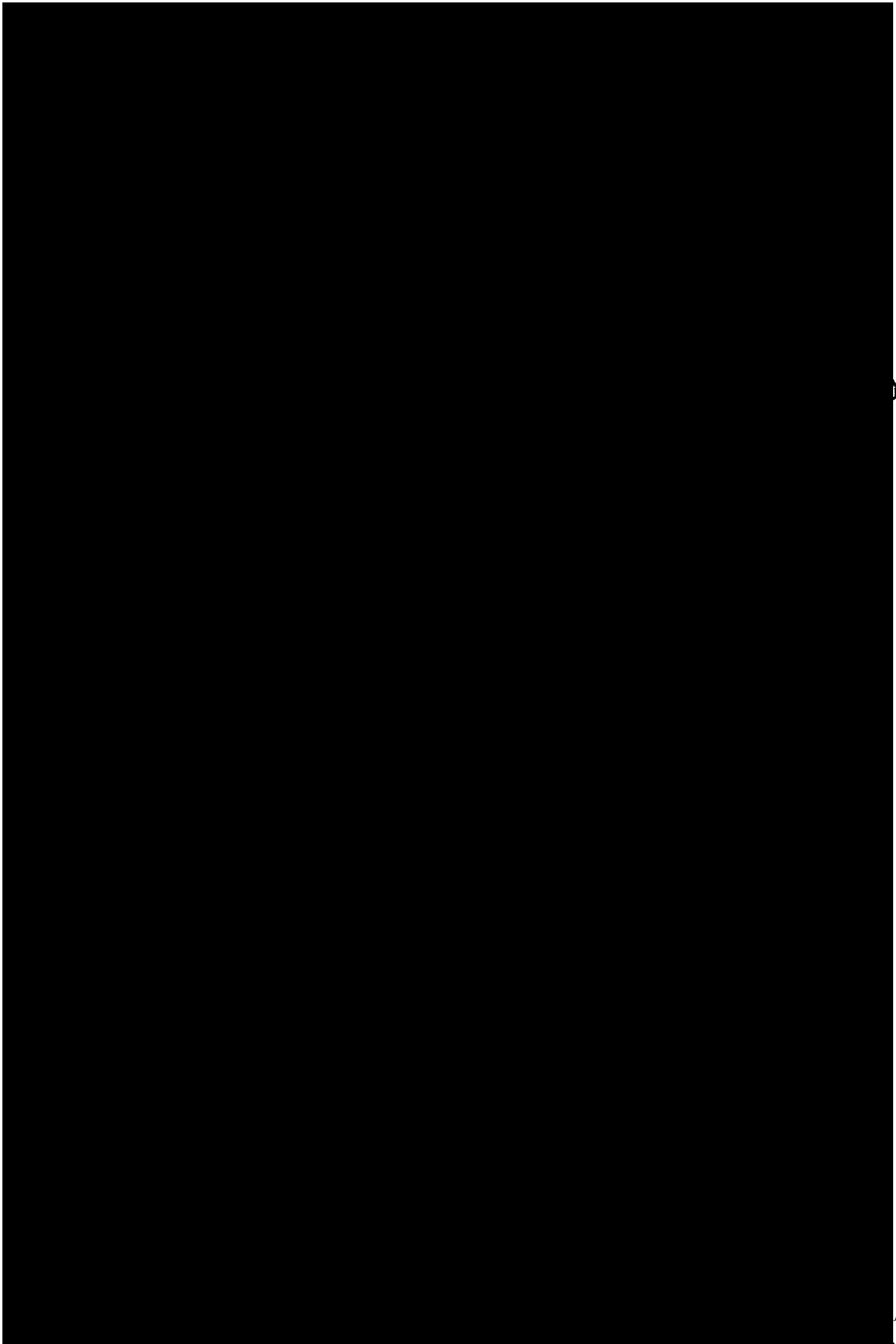
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**13.1** On termination of the Employment for any reason, the Employee must immediately:

- (a) **Repay sums owing:** Repay all amounts the Employee owes to the Company whether such amounts are then due to be paid or not. Amounts not paid immediately may be deducted by the Company from any payments due to the Employee on termination (except amounts the Company may not by law withhold). If amounts owed by the Employee to the Company at termination exceed amounts payable to the Employee, the Employee agrees to repay such amounts to the Company within 14 days of the Termination Date.
- (b) **Resign from Offices, Positions and Authorities:** Resign from all offices, positions and authorities the Employee may hold for the Company unless the Company decides otherwise. The Employee will be required to sign all documents reasonably required or desirable to effect or acknowledge resignation, including (where applicable) any banking authority.
- (c) **Return property:** Return to the Company any property of the Company in the Employee's possession, custody or control, including without limitation car, equipment, computers and programs, electronic storage devices, keys, security devices, files, papers and reports and Confidential Information. If any Confidential Information is not capable of being returned or at the Company's request, the Employee must delete or destroy such Confidential Information without keeping copies of same. The Company may set off against any monies due to the Employee, the value of any property that the Employee has failed to return to the Company, except for amounts the Company is not entitled by law to set off.
- (d) **Provide Passwords:** Provide to the Company all relevant passwords, if any, to computers, systems or computer files which have been in the Employee's care or control during the Employment.
- (e) **Declaration:** Provide to the Company, at the Company's request, a statutory declaration certifying that the Employee has complied with their obligations under **Clause 13.1**.

**13.2 Withhold payments:** Except as required by law, the Company may withhold payment of any entitlements due to them until they have complied with their obligations under this **Clause 13**.

**13.3 Effect after termination:** Any provision of this Agreement which is still to be performed or which, by its terms must continue to be observed, continues to have effect after termination of the Employment.



## 15. Definitions & interpretation

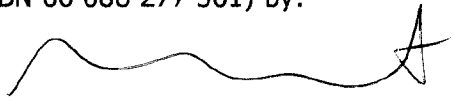
**15.1** The definitions and rules of interpretation set out in **Schedule 2** shall apply to this Agreement.

## 16. General Contract Conditions Applicable to this Agreement


**16.1** The general contract conditions which are set out in **Schedule 2** shall apply to this Agreement.


### EXECUTED AS AN AGREEMENT

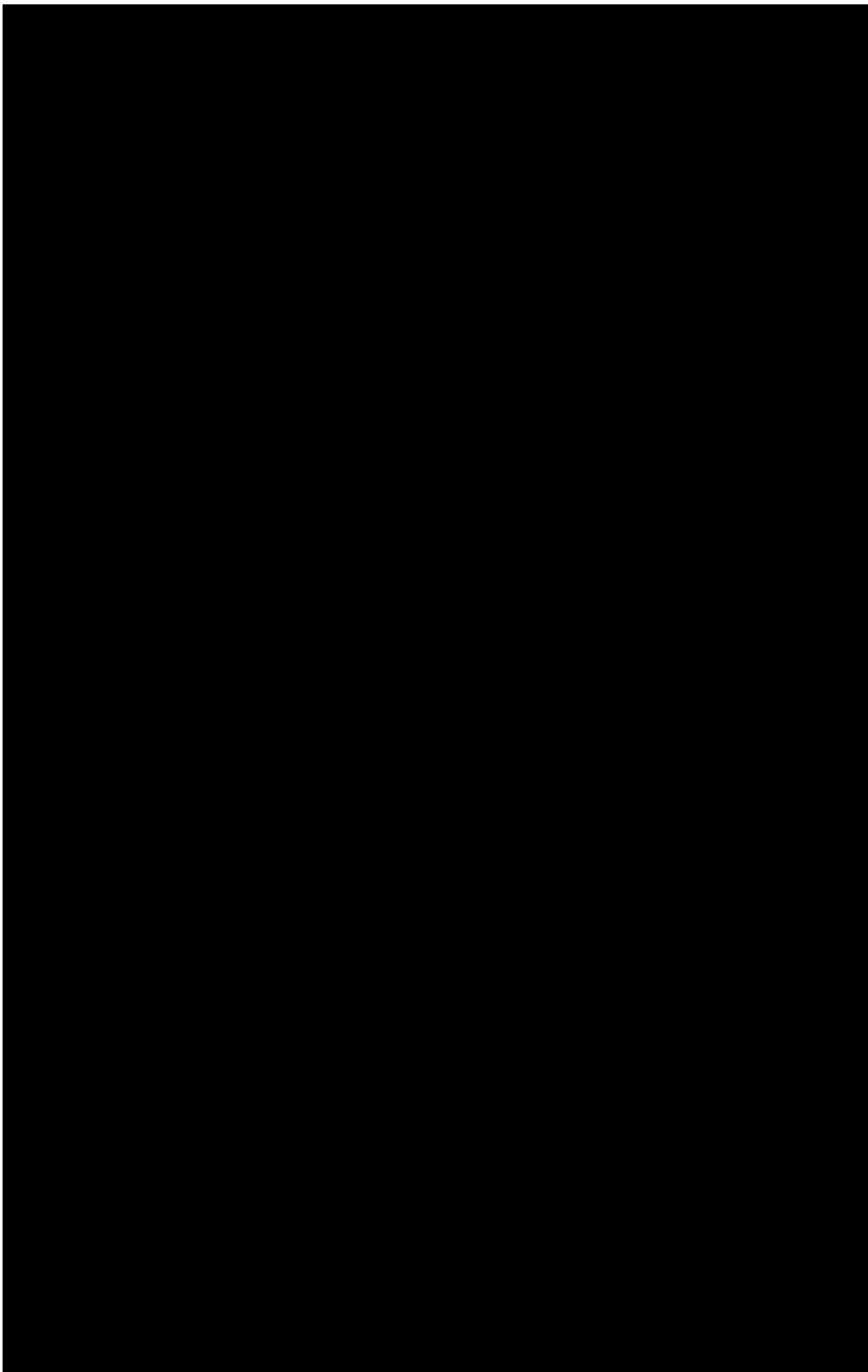
**SIGNED** on behalf of **Berkeley Information Technology Pty Ltd** (ABN 66 088 277 561) by:

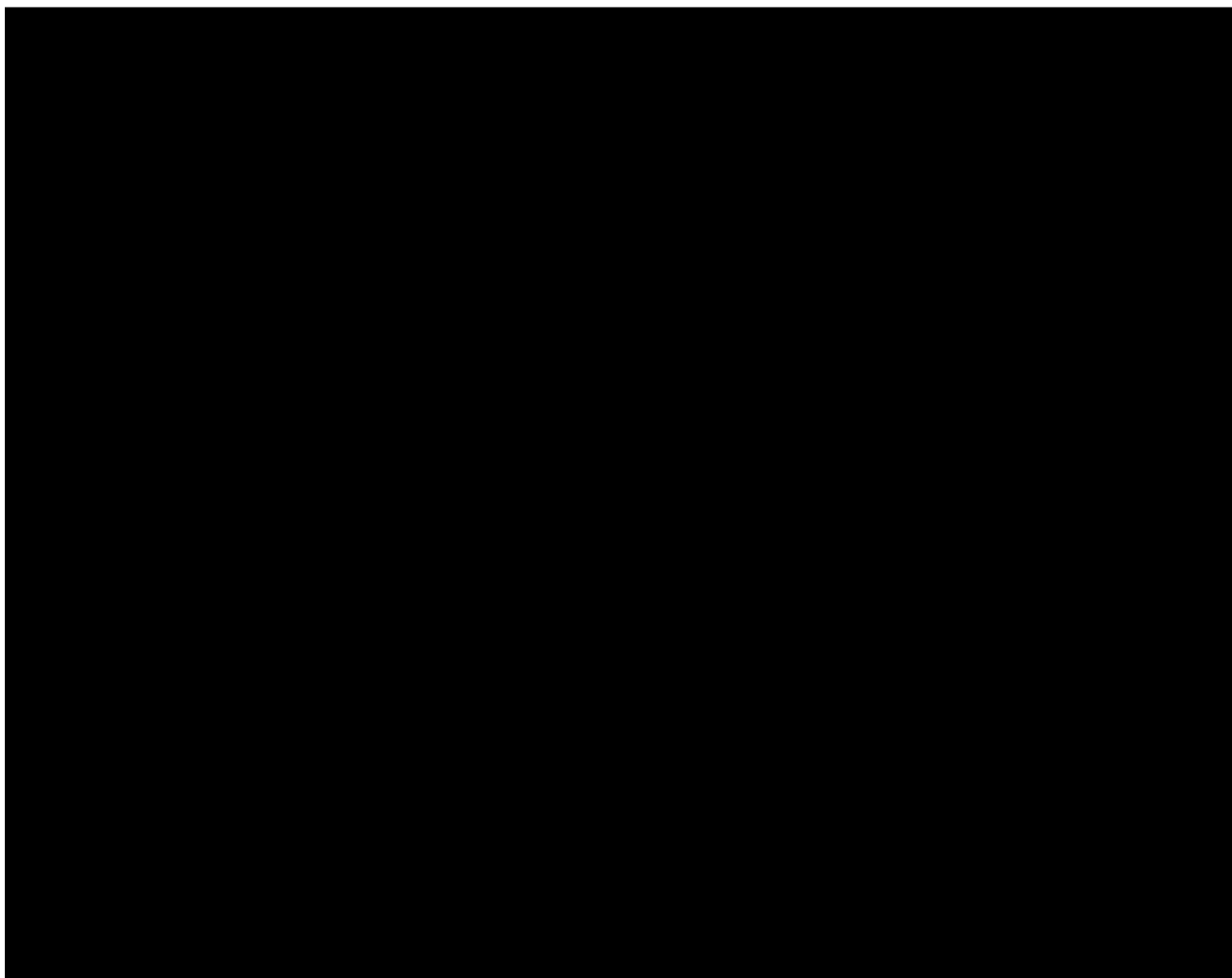
  
 Signature of authorised representative of Berkeley Information Technology Pty Ltd  
 MARK NAGLOST  
 Name of representative - please print

**SIGNED** by **Scott Coles** in the presence of:

  
 Signature of witness  
 SOPHIA COLES  
 Name of witness - please print  
 93 BAY RD WARETON  
 Address of witness  
 —  
 Occupation of witness

  
 Signature of Employee





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## Schedule 2

### Definitions, Interpretation and General Contract Conditions

#### A Definitions

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In this Agreement the following expressions shall have the following meanings:

**Act** means the *Workplace Relations Act 1996 (Cth)* while the relevant provisions of that Act remain in force. Once the relevant provisions of the Workplace Relations Act 1996 (Cth) cease operation the Act shall mean the *Fair Work Act 2009 (Cth)*.

**Agreement** means this document.

**Business Day** means between 8.30am and 5pm on a day (not being a Saturday, Sunday or Public Holiday) on which banks are open for general banking business in the State or Territory applicable to the recipient of any notice, application or consent given under this Document.

**Commencement Date** is the date that the Employee commenced employment with the Company as specified in **Item I of Schedule 1**.

**Confidential Information** means any information, whether or not marked as confidential, received, held or developed by the Company and the Group or either of them and which is not publicly available and relates in any manner to the operations of the Company and the Group or either of them or their suppliers or clients including but not limited to each of the following:

- (a) The Company's (or the Group's) Intellectual Property, including future and possible Intellectual Property.
- (b) Personnel, policies, business plans, marketing strategies, products, services, product and service development, finances, funding, pricing policies, or other transactions or affairs of the Company or the Group.
- (c) Customer lists and databases, supplier information, partners, alliances.
- (d) Trade secrets, know-how, secret or confidential operations, processes, approaches or techniques developed by the Company or the Group in the course of its business and operations.
- (e) Any other information that is or may be commercially valuable to the Company or the Group or its suppliers or customers.

Information will not be Confidential Information in any of the following circumstances:

- (i) At the time of disclosure, the information was in the public domain.
- (ii) It can be established by reasonable proof that the information was in the possession or knowledge of the Employee without it being derived from any information obtained from the Company or the Group.
- (iii) The information is information that is agreed between the Employee and the Company in writing as being information that is not to be treated as Confidential Information.

**Document** means this document, and includes all its schedules, annexures and exhibits, if any.

**Employment** means the employment of the Employee by the Company.

**Expiry Date** means the date on which the Agreement automatically terminates as specified in **Item 2 of Schedule 1**.

**Group** means:

- (a) *Berkeley Information Technology Pty Ltd* (ABN 66 088 277 561); and
- (b) any Related Body Corporate; and
- (c) any entity that controls, is controlled by or is under common control with; *Berkeley Information Technology Pty Ltd*; and
- (d) any other entity that is connected with *Berkeley Information Technology Pty Ltd* or any other member of the Group by a common interest in an economic enterprise, for example, a partner or another member of a joint venture.

**Intellectual Property** means each of the following used by or on behalf of the Company and the Group or either of them or developed in connection with the business or operations of the Company and the Group or either of them before, during or after the Employment:

- (a) Know-how
- (b) Trade marks, whether registered or unregistered
- (c) Domain names
- (d) Business names
- (e) Confidential Information
- (f) Copyright, moral rights, inventions, patents, patent applications, designs
- (g) any other intellectual property.

**Key Employee** means any person who is employed or engaged by the Company or the Group and is involved in its management, or whose position expressly or by implication requires the person to maintain ongoing relationships with clients of the Company or the Group, or other persons of key importance to the Company or the Group.

**Moral Rights** means those moral rights defined under the *Copyright Act 1968 (Cth)*

**Prescribed Capacity** means and includes in an individual capacity or in the capacity of an employee, agent, consultant, contractor, partner, member, or shareholder of any entity.

**Related Body Corporate** has the same meaning as set out in the *Corporations Act 2001 (Cth)*.

**Termination Date** means the date when the Employment ceases.

## **B Interpretation**

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In this Agreement:

- (a) references to a party will include as the context requires respective executors, administrators, successors and permitted assigns;
- (b) references to a person includes any other entity recognised by law and vice versa;

- (c) headings, underlinings and marginal notes are only included for ease of reference and do not affect interpretation;
- (d) references to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;
- (e) a reference to a document (including this Document) is to that document as varied, novated, ratified or replaced from time to time;
- (f) references to parties, clauses, schedules, annexures, appendices or exhibits are references to parties, clauses, schedules, annexures, appendices or exhibits to this Document unless otherwise stated;
- (g) where reference is made to a clause number and the clause number comprises a heading, such reference shall be deemed to include subclauses relating to the clause number;
- (h) references to months and years means calendar months and years;
- (i) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (j) a reference to \$ or "dollar" is to Australian currency unless the context states otherwise;
- (k) words denoting the singular number include the plural and vice versa;
- (l) if any part of this Agreement is void or unenforceable or would be so unless severed, then that part is severed and the rest of the document will continue to have full force and effect;
- (m) if the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a business day, that act, matter or thing may be done on the next business day;
- (n) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Document or any part of it;
- (o) "include" or "including" are not words of limitation.

## **C General Contract Conditions**

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### **1.1 Variation**

Any variation to the terms and conditions of the Employment must be agreed in writing between the Employee and the Company.

### **1.2 Entire Agreement**

This Agreement embodies the entire agreement between the Employee and the Company with respect to the Employee's terms and conditions of employment and it supersedes and replaces any prior agreement, arrangement or understanding of any kind between the Employee and the Company with respect to its subject matter.

### **1.3 Severability**

If any provision or portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement shall not be adversely affected. The offending provision or part thereof shall be read down to the extent necessary to give it legal effect or shall be severed if it cannot be read down and the remaining part and provisions of this Agreement shall remain in full force and effect.



**1.4 Survival**

The expiration or termination of this Agreement shall not operate to affect the parties' rights and obligations under this Agreement which are intended or expressed to have effect thereafter, including but not limited to **Clauses 10, 11 , 12, 13 and 14.**

**1.5 Further Acts**

Each party agrees to promptly execute all documents and do all things that another party from time to time may reasonably request to effect, perfect or complete this Agreement and all transactions incidental to it.

**1.6 Award coverage**

If the Employment is or becomes regulated by an award or industrial instrument, then the Agreement must be read in conjunction with and subject to such award or industrial instrument to the extent required by law.

**1.7 Governing Law**

This Agreement is governed by, and shall be construed, in accordance with the laws of New South Wales. The parties agree to submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in this State and any Court having jurisdiction to hear appeals from these Courts.

**1.8 Waiver**

A delay or omission by either party to exercise a right exercisable under this Agreement shall not impair such right or be construed as a waiver or acquiescence in any default, nor shall acquiescence in any default impair any right of the Company or the Employee, concerning any subsequent default.

**1.9 Notice**

A party giving notice under this Agreement must do so in writing to the address of the other party set out in this Agreement or such other address as has been notified in writing by the other party.

