

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5312272

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID LIN	01/04/2019
SCOTT JULIAN	01/04/2019
ANDREW JULIAN	01/04/2019
JAMES ROBERTSON	03/14/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NARRATIIVE AUDIENCE MEASUREMENT PTY LTD
<b>Street Address:</b>	4-10 BANK PLACE
<b>Internal Address:</b>	SUITE 1, LEVEL 3
<b>City:</b>	MELBOURNE VIC
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3000
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8712824
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)683-6783
<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>	2026839317
<b>Email:</b>	admin3@jordaniplaw.com
<b>Correspondent Name:</b>	JORDAN IP LAW, LLC
<b>Address Line 1:</b>	1701 PENNSYLVANIA AVE NW
<b>Address Line 2:</b>	SUITE 200
<b>Address Line 4:</b>	WASHINGTON, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	529551_6033
<b>NAME OF SUBMITTER:</b>	DIALLO CRENSHAW
<b>SIGNATURE:</b>	/Diallo Crenshaw/
<b>DATE SIGNED:</b>	01/07/2019
<b>Total Attachments: 28</b>	

source=529551\_6033\_ExecutedAssignments\_1-7-19#page1.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page2.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page3.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page4.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page5.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page6.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page7.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page8.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page9.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page10.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page11.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page12.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page13.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page14.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page15.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page16.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page17.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page18.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page19.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page20.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page21.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page22.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page23.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page24.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page25.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page26.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page27.tif  
source=529551\_6033\_ExecutedAssignments\_1-7-19#page28.tif

## DEED OF ASSIGNMENT AND CONFIRMATION

THIS DEED is entered into on the date on which it is last signed by a party  
between the party named in item 1 of the Schedule (*Inventor*)  
and the party named in item 2 of the Schedule (*Assignee*)

### BACKGROUND

- A. The Inventor has made an inventive contribution to the invention described in the patent set out in item 3 of the Schedule (*Patent*).
- B. Pursuant to a pre-existing legal relationship (by way of employment, contract or otherwise) between the Inventor and the Assignee, the Assignee has acquired all of the Inventor's right, title and interest whatsoever and wherever subsisting in the world in the Patent and any invention described in the Patent (*Invention*).
- C. The parties wish to enter into this deed to record the Assignee's rights in respect of the Invention.

### IT IS AGREED

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Deed, the following terms have the following meanings.

**Assigned Rights** means all of the following rights subsisting in the world to the extent arising from the Inventor's inventive contribution to the Invention:

- (a) all rights in the Invention and the Patent;
- (b) any rights to file any Corresponding Application and any rights arising from any such filing;
- (c) any rights to file any Related Application and any rights arising from any such filing;
- (d) any rights to claim priority from the Patent and any Corresponding Application;
- (e) any rights to be granted patents in respect of the Invention, the Patent, any Corresponding Application and any Related Application and all rights arising from any such patent; and
- (f) any rights to sue for infringement of any of the rights described in paragraphs (a)-(e) above, occurring prior to the date of this Deed.

**Corresponding Application** means an application anywhere in the world for a patent made in respect of the Invention or any other invention described in the Patent and includes an application which claims priority from the Patent such as an application made under the Patent Cooperation Treaty, an application made under the Paris Convention, or a complete or non-provisional application.

**Related Application** means any application based on any Corresponding Application such as a divisional application, a continuation application or a continuation-in-part application.

**Residual Interest** means any part of the right, title and interest whatsoever and wherever subsisting in the world in the Patent and the Invention which has not been acquired by the Assignee as at the date of this Deed.

## 1.2 Interpretation

In this Deed, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression *person* includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any *party* to this document will include the party's legal successor (including executors and administrators) and permitted assigns; and
- (h) all Schedules of, and Annexures to, this document form part of this document.

## 2. ASSIGNMENT AND CONFIRMATION

- (a) To the extent that the Inventor retains any Residual Interest in the Assigned Rights, the Inventor assigns all right, title and interest whatsoever and wherever subsisting in the Residual Interest to the Assignee, absolutely and free of any encumbrances, such Residual Interest hereafter forming part of the Assigned Rights acquired by the Assignee.
- (b) The Inventor confirms that the Assignee has acquired all right, title and interest whatsoever and wherever subsisting in the Assigned Rights, absolutely and free of any encumbrances.

## 3. WARRANTIES IN RELATION TO RIGHTS ASSIGNED

The Inventor warrants to the Assignee that:

- (a) the Inventor has not granted or assigned (or agreed to grant or assign) and will not purport or agree to grant or assign any rights of any nature in any of the Assigned Rights to any third party whatsoever; and
- (b) the Inventor has not granted or agreed to grant and will not purport or agree to grant any licence under any of the Assigned Rights.

## 4. FURTHER ASSURANCES

The Inventor undertakes, at the expense, and upon request, of the Assignee, to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights (including prosecution, maintenance, defence and enforcement of the Patent, any Corresponding Application, any Related Application or other registered right). Without limiting the preceding sentence, the Inventor irrevocably and unconditionally appoints the Assignee as its agent

and attorney to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights.

**5. GENERAL**


- (a) This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- (b) No amendment or variation of this Deed is valid or binding on a party unless made in writing and executed by both parties.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this Deed.
- (d) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (e) This Deed is governed by the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- (f) Each party will bear its own costs of and incidental to the preparation of this Deed and the matters referred to in the Background.
- (g) This Deed will be binding on, and ensure for the benefit of each of the parties and their respective successors in title and permitted assigns.

EXECUTED AS A DEED

Signed, sealed and delivered by David Lin of 10 Eucalyptus Court, Sunshine West, Victoria 3020 in the presence of

	
Signature	Witness signature
4/01/2019	4/01/2019
Date	Date
David Lin	Effa Badarudin
Name (print)	Witness name (print)

Signed for and on behalf of Narrative Audience Measurement Pty Ltd, ACN 140 763 462 in accordance with section 127 of the Corporations Act 2001

	
Company Secretary/Director	Director
4/01/2019	
Date	Date
Scott Julian	
Name (print)	Name of Director (print)

## SCHEDULE

1. *Inventor* - David Lin of 10 Eucalyptus Court, Sunshine West, Victoria 3020;
2. *Assignee* - Narratiive Audience Measurement Pty Ltd, ACN 140 763 462, of Suite 1 Level 3, 4-10 Bank Place, Melbourne VIC 3000, Australia;
3. *Patent* – United States Patent No: 8,712,824      Filing Date: 13 May 2011  
Title: "System and method for self service marketing research"
4. The Assignee's former name was Effective Measure International Pty Ltd and the Assignee had changed its name on 30 July 2018 to its current name Narratiive Audience Measurement Pty Ltd by way of a resolution.

## DEED OF ASSIGNMENT AND CONFIRMATION

THIS DEED is entered into on the date on which it is last signed by a party  
between the party named in item 1 of the Schedule (*Inventor*)  
and the party named in item 2 of the Schedule (*Assignee*)

### BACKGROUND

- A. The Inventor has made an inventive contribution to the invention described in the patent set out in item 3 of the Schedule (*Patent*).
- B. Pursuant to a pre-existing legal relationship (by way of employment, contract or otherwise) between the Inventor and the Assignee, the Assignee has acquired all of the Inventor's right, title and interest whatsoever and wherever subsisting in the world in the Patent and any invention described in the Patent (*Invention*).
- C. The parties wish to enter into this deed to record the Assignee's rights in respect of the Invention.

### IT IS AGREED

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Deed, the following terms have the following meanings.

**Assigned Rights** means all of the following rights subsisting in the world to the extent arising from the Inventor's inventive contribution to the Invention:

- (a) all rights in the Invention and the Patent;
- (b) any rights to file any Corresponding Application and any rights arising from any such filing;
- (c) any rights to file any Related Application and any rights arising from any such filing;
- (d) any rights to claim priority from the Patent and any Corresponding Application;
- (e) any rights to be granted patents in respect of the Invention, the Patent, any Corresponding Application and any Related Application and all rights arising from any such patent; and
- (f) any rights to sue for infringement of any of the rights described in paragraphs (a)-(e) above, occurring prior to the date of this Deed.

**Corresponding Application** means an application anywhere in the world for a patent made in respect of the Invention or any other invention described in the Patent and includes an application which claims priority from the Patent such as an application made under the Patent Cooperation Treaty, an application made under the Paris Convention, or a complete or non-provisional application.

**Related Application** means any application based on any Corresponding Application such as a divisional application, a continuation application or a continuation-in-part application.

**Residual Interest** means any part of the right, title and interest whatsoever and wherever subsisting in the world in the Patent and the Invention which has not been acquired by the Assignee as at the date of this Deed.



## 1.2 Interpretation

In this Deed, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression *person* includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any *party* to this document will include the party's legal successor (including executors and administrators) and permitted assigns; and
- (h) all Schedules of, and Annexures to, this document form part of this document.

## 2. ASSIGNMENT AND CONFIRMATION

- (a) To the extent that the Inventor retains any Residual Interest in the Assigned Rights, the Inventor assigns all right, title and interest whatsoever and wherever subsisting in the Residual Interest to the Assignee, absolutely and free of any encumbrances, such Residual Interest hereafter forming part of the Assigned Rights acquired by the Assignee.
- (b) The Inventor confirms that the Assignee has acquired all right, title and interest whatsoever and wherever subsisting in the Assigned Rights, absolutely and free of any encumbrances.

## 3. WARRANTIES IN RELATION TO RIGHTS ASSIGNED

The Inventor warrants to the Assignee that:

- (a) the Inventor has not granted or assigned (or agreed to grant or assign) and will not purport or agree to grant or assign any rights of any nature in any of the Assigned Rights to any third party whatsoever; and
- (b) the Inventor has not granted or agreed to grant and will not purport or agree to grant any licence under any of the Assigned Rights.

## 4. FURTHER ASSURANCES

The Inventor undertakes, at the expense, and upon request, of the Assignee, to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights (including prosecution, maintenance, defence and enforcement of the Patent, any Corresponding Application, any Related Application or other registered right). Without limiting the preceding sentence, the Inventor irrevocably and unconditionally appoints the Assignee as its agent

and attorney to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights.

**5. GENERAL**

- (a) This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- (b) No amendment or variation of this Deed is valid or binding on a party unless made in writing and executed by both parties.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this Deed.
- (d) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (e) This Deed is governed by the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- (f) Each party will bear its own costs of and incidental to the preparation of this Deed and the matters referred to in the Background.
- (g) This Deed will be binding on, and ensure for the benefit of each of the parties and their respective successors in title and permitted assigns.

EXECUTED AS A DEED

Signed, sealed and delivered by Scott Julian of 25 Edward Street Hawthorn, Victoria 3122 in the presence of



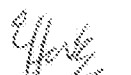
Signature

4/01/2019

Date

Scott Julian

Name (print)



Witness signature

4/01/2019

Date

Effa Badarudin

Witness name (print)

Signed for and on behalf of Narrative Audience Measurement Pty Ltd, ACN 140 763 462 in accordance with section 127 of the Corporations Act 2001



Company Secretary/Director

4/01/2019

Date

Scott Julian

Name (print)

Director

Date

Name of Director (print)

## SCHEDULE

1. *Inventor* - Scott Julian of 25 Edward Street Hawthorn, Victoria 3122;
2. *Assignee* - Narratiive Audience Measurement Pty Ltd, ACN 140 763 462, of Suite 1 Level 3, 4-10 Bank Place, Melbourne VIC 3000, Australia;
3. *Patent* -- United States Patent No: 8,712,824      Filing Date: 13 May 2011  
Title: "System and method for self service marketing research"
4. The Assignee's former name was Effective Measure International Pty Ltd and the Assignee had changed its name on 30 July 2018 to its current name Narratiive Audience Measurement Pty Ltd by way of a resolution.

## DEED OF ASSIGNMENT AND CONFIRMATION

THIS DEED is entered into on the date on which it is last signed by a party  
between the party named in item 1 of the *Schedule (Inventor)*  
and the party named in item 2 of the *Schedule (Assignee)*

### BACKGROUND

- A. The Inventor has made an inventive contribution to the invention described in the patent set out in item 3 of the *Schedule (Patent)*.
- B. Pursuant to a pre-existing legal relationship (by way of employment, contract or otherwise) between the Inventor and the Assignee, the Assignee has acquired all of the Inventor's right, title and interest whatsoever and wherever subsisting in the world in the Patent and any invention described in the Patent (*Invention*).
- C. The parties wish to enter into this deed to record the Assignee's rights in respect of the Invention.

### IT IS AGREED

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Deed, the following terms have the following meanings.

**Assigned Rights** means all of the following rights subsisting in the world to the extent arising from the Inventor's inventive contribution to the Invention:

- (a) all rights in the Invention and the Patent;
- (b) any rights to file any Corresponding Application and any rights arising from any such filing;
- (c) any rights to file any Related Application and any rights arising from any such filing;
- (d) any rights to claim priority from the Patent and any Corresponding Application;
- (e) any rights to be granted patents in respect of the Invention, the Patent, any Corresponding Application and any Related Application and all rights arising from any such patent; and
- (f) any rights to sue for infringement of any of the rights described in paragraphs (a)-(e) above, occurring prior to the date of this Deed.

**Corresponding Application** means an application anywhere in the world for a patent made in respect of the Invention or any other invention described in the Patent and includes an application which claims priority from the Patent such as an application made under the Patent Cooperation Treaty, an application made under the Paris Convention, or a complete or non-provisional application.

**Related Application** means any application based on any Corresponding Application such as a divisional application, a continuation application or a continuation-in-part application.

**Residual Interest** means any part of the right, title and interest whatsoever and wherever subsisting in the world in the Patent and the Invention which has not been acquired by the Assignee as at the date of this Deed.

## 1.2 Interpretation

In this Deed, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;
- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression *person* includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any *party* to this document will include the party's legal successor (including executors and administrators) and permitted assigns; and
- (h) all Schedules of, and Annexures to, this document form part of this document.

## 2. ASSIGNMENT AND CONFIRMATION

- (a) To the extent that the Inventor retains any Residual Interest in the Assigned Rights, the Inventor assigns all right, title and interest whatsoever and wherever subsisting in the Residual Interest to the Assignee, absolutely and free of any encumbrances, such Residual Interest hereafter forming part of the Assigned Rights acquired by the Assignee.
- (b) The Inventor confirms that the Assignee has acquired all right, title and interest whatsoever and wherever subsisting in the Assigned Rights, absolutely and free of any encumbrances.

## 3. WARRANTIES IN RELATION TO RIGHTS ASSIGNED

The Inventor warrants to the Assignee that:

- (a) the Inventor has not granted or assigned (or agreed to grant or assign) and will not purport or agree to grant or assign any rights of any nature in any of the Assigned Rights to any third party whatsoever; and
- (b) the Inventor has not granted or agreed to grant and will not purport or agree to grant any licence under any of the Assigned Rights.

## 4. FURTHER ASSURANCES

The Inventor undertakes, at the expense, and upon request, of the Assignee, to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights (including prosecution, maintenance, defence and enforcement of the Patent, any Corresponding Application, any Related Application or other registered right). Without limiting the preceding sentence, the Inventor irrevocably and unconditionally appoints the Assignee as its agent

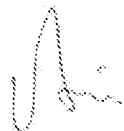
and attorney to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the Assigned Rights.

**5. GENERAL**

- (a) This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- (b) No amendment or variation of this Deed is valid or binding on a party unless made in writing and executed by both parties.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this Deed.
- (d) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (e) This Deed is governed by the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- (f) Each party will bear its own costs of and incidental to the preparation of this Deed and the matters referred to in the Background.
- (g) This Deed will be binding on, and ensure for the benefit of each of the parties and their respective successors in title and permitted assigns.

EXECUTED AS A DEED

Signed, sealed and delivered by Andrew Julian of 20A Wave Street Elwood, Victoria 3184 in the presence of



Signature

4/01/2019

Date

Andrew Julian

Name (print)



Witness signature

4/01/2019

Date

Effa Badarudin

Witness name (print)

Signed for and on behalf of Narrative Audience Measurement Pty Ltd, ACN 140 763 462 in accordance with section 127 of the Corporations Act 2001



Company Secretary/Director

4/01/2019

Date

Scott Julian

Name (print)

Director

Date

Name of Director (print)



## SCHEDULE

1. *Inventor* - Andrew Julian of 20A Wave Street Elwood, Victoria 3184;
2. *Assignee* - Narrative Audience Measurement Pty Ltd, ACN 140 763 462, of Suite 1 Level 3, 4-10 Bank Place, Melbourne VIC 3000, Australia;
3. *Patent* - United States Patent No: 8,712,824      Filing Date: 13 May 2011  
Title: "System and method for self service marketing research"
4. The Assignee's former name was Effective Measure International Pty Ltd and the Assignee had changed its name on 30 July 2018 to its current name Narrative Audience Measurement Pty Ltd by way of a resolution.



## Employment Agreement

**Date** 14 March 2014

### Parties

1. **Effective Measure International Pty Ltd (EM)**, ACN 140 763 462, of Level 3, 325 Flinders Lane, Melbourne VIC 3000
2. **James Robertson** of 75 Hope Street, South Yarra, 3141 (You).

### Background:

The Company is in the business of providing internet audience measurement solutions, statistics and associated analysis studies.

### 3. Position and Supervisor

- (a) You will be employed by the Company in the position specified in Item 1 of Schedule 1 in accordance with the terms and conditions of this Agreement (the **Employment**).
- (b) You will report to the position specified in Item 3 of Schedule 1 or any other position as directed by the Company from time to time.


### 4. Commencement Date

- (a) The Employment under this Agreement will commence on the date specified in Item 4 of Schedule 1 and will continue unless terminated in accordance with this Agreement.
- (b) If you are commencing as a new Employee, the Employment will be on a minimum period of employment for the first 6 months (the **Minimum Period**). If you are not commencing as a new Employee no minimum period applies.
- (c) At any time during the Minimum Period, you or the Company on 1 weeks notice or payment in lieu of notice may terminate the Employment.

### 5. Employment Locations

- (a) Your primary place of work will be the location specified in Item 4 of Schedule 1.
- (b) You may also be required to work at other locations as directed by the Company.

### 6. Police Criminal Records and Probity Checks

  
\_\_\_\_\_  
(signatory initials)



- (a) At any time prior to commencing your Employment or during the course of your Employment, the Company may require you to undertake police criminal records checks or probity checks (Check).
- (b) On request by the Company, you agree to provide written consent to any Check and to do all such further acts, matters and things that are necessary and desirable to give effect to this clause.
- (c) If:
  - (i) you do not provide consent or otherwise fail to undertake a Check in accordance with this clause; or
  - (ii) the results of a Check are unsatisfactory to the Company,then the Company may immediately withdraw any offer of employment or, if you are already employed by the Company, summarily terminate the Employment by providing you with written notice.

## **7. Duties and Obligations**

### **7.1 Duties**

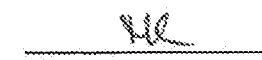
You are required to perform the duties contained in the position description set out in Schedule 2 to this Agreement (or if not attached as Schedule 2, in a position description to be provided), and such additional or other duties as required by the Company from time to time. The duties specified in Schedule 2 (or in the position description to be provided) may be varied by the Company in its discretion.

### **7.2 Obligations**

You must at all times during the Employment:

- (a) show the utmost good faith and devote the whole of your working time and attention to the business of the Company;
- (b) act in the best interests of the Company at all times;
- (c) use your best endeavours to promote the development, profitability, interests and welfare of the Company;
- (d) honestly, faithfully and diligently obey and perform all lawful orders and instructions of the Company or the person to whom you report;
- (e) honestly, faithfully and diligently perform the duties and exercise the powers which from time to time may be assigned to you by the Company, or by the person to whom you report;
- (f) refrain from misusing the Company's property or services, or allow such misuse by other persons;

  
(signatory initials)

  
(signatory initials)



- (g) ensure that there is no conflict between the Company's interests and your personal interests;
- (h) make full and complete disclosure to the Company of the existence, nature and extent of any conflict or potential conflict of interest that you may have in any manner or capacity with your duties or obligations under this Agreement; and
- (i) keep the terms of your remuneration confidential.

## 8. Hours of Work

- (a) You are employed on a full time or part time basis as specified in Item 6 of Schedule 1.
- (b) Your ordinary hours of work are as follows:
  - (i) if you are full time, 37.5 hours per week, plus such reasonable additional hours as required to properly perform your duties in accordance with this Agreement or as directed by the Company; and
  - (ii) if you are part time, your ordinary hours of work will be as notified to you by the Company, plus such reasonable additional hours as required to properly perform your duties in accordance with this Agreement or as directed by the Company.
- (c) Your ordinary hours of work will be performed between the hours of 8.30am to 5.30pm on Monday to Friday.

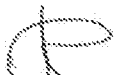
## 9. Salary and Benefits

### 9.1 Salary

- (a) You will be paid a gross annual salary as specified in Item 7 of Schedule 1 (Salary).
- (b) Your Salary will be paid in equal monthly instalments by electronic funds transfer to a bank account nominated by you, with appropriate tax deducted from the gross figure.
- (c) You may salary package a proportion of your Salary with the consent of the Company and in accordance with law and the Company's Salary Packaging Policy as amended or replaced from time to time, provided that the total cost to the Company (including fringe benefits tax) must not increase due to the salary packaging arrangement.

### 9.2 Other Benefits

In addition to your Salary, you will also be entitled to incentives and any additional benefits specified in Items 8 and 9 of Schedule 1.

  
(signatory initials)

  
(signatory initials)



### 9.3 Business and Travel Expenses

- (a) You will be reimbursed for all expenses which are in the Company's opinion reasonably incurred by you in the course of the Employment in accordance with the Company's Employee Expense Reimbursement Policy as amended or replaced from time to time, subject to provision of receipts or other documentary evidence to the Company's satisfaction.
- (b) The Company will meet all reasonable travel expenses incurred by you in the course of the Employment, in accordance with the Company's Employee Expense Reimbursement Policy as amended or replaced from time to time, to undertake travel within and outside Australia for the purpose of carrying out your duties subject to prior written approval and the provision of receipts or other documentary evidence of the expenditure to the satisfaction of the Company.

### 9.4 Tools of Trade

You will be provided with tools of trade appropriate to your duties under this Agreement, as determined by your Manager, to assist you in meeting the requirements of your position.

### 9.5 Offset


- (a) To the extent that your salary and benefits under this Agreement exceed your entitlements under the Australia Employment Act (the Act) at any time, your salary and benefits are inclusive of and paid in full satisfaction of all payments and benefits that the Company is legally obliged to provide to you, including overtime payments or other payments for hours worked in excess of ordinary hours, penalty rates, allowances and annual leave loading, pursuant to the Act.
- (b) To the extent that your salary and benefits exceed your entitlements pursuant to the Act, the Company may offset against this amount any future increases in the rates and allowances contained pursuant to the Act.
- (c) You hereby authorise the Company to make deductions from any payments owing to you to recover any debt owed by you to the Company (to the fullest extent permitted by law), including as a result of previous over-payment(s) to you.

## 10. Performance Review

Your performance will be formally reviewed at the end of the Minimum Period and from this time onwards on an annual basis or as required by the Company.

## 11. Other Appointments

- (a) During the Employment, you may not take up any other employment or engagement without the prior written consent of the Company.

  
\_\_\_\_\_  
(signatory initials)

  
\_\_\_\_\_  
(signatory initials)



- (b) Without limiting clause 11(a), you will not, during the Employment, without the prior written consent of the Company, undertake any appointment, position or work that:
  - (i) results in you competing with the Company;
  - (ii) otherwise adversely affects the Company; or
  - (iii) hinders your performance of duties owed to the Company.

## 12. Motor Vehicle

- (a) The Company may from time to time require you to drive your personal motor vehicle for work related purposes. On such occasions, you must:
  - (i) hold a current driver's licence;
  - (ii) comply with all relevant motor vehicle driving laws; and
  - (iii) comply with the Company's conditions of motor vehicle usage (where applicable).
- (b) Any traffic and parking fines incurred by you will at all times be your responsibility and must be paid by you.

## 13. Skills and Qualifications

- (a) You must have the necessary skills and/or qualifications to carry out the duties contained in the position description set out in Schedule 2 to this Agreement.
- (b) If you hold relevant university, trade or other qualifications you must produce documents evidencing those qualifications prior to the commencement of the Employment and at any time in the course of the Employment upon the Company's request.
- (c) You warrant that any references relied on by you to obtain the Employment are true and correct.

## 14. Leave

### 14.1 Annual Leave

- (a) You will be entitled to 4 weeks annual leave for every 12 months' service on a pro-rata and cumulative basis from commencement.
- (b) Annual leave is to be taken at a time agreed with the Company or failing agreement as directed by the Company in accordance with the Act.

(signatory initials)

(signatory initials)



## **14.2 Personal/Carer's Leave**

- (a) You will be entitled to personal/carers leave in accordance with the Act, which includes sick leave, on a pro-rata and non-accumulative basis, in accordance with the Act.
- (b) To claim any period of personal/carers leave, the Company may require you to provide a medical certificate from a registered health practitioner or, if that is not reasonably practicable, a statutory declaration from you, in an appropriate form.
- (c) Personal/carers leave will not be paid out on termination of the Employment.

## **14.3 Compassionate Leave**

You will be entitled to compassionate leave in accordance with the Act.

## **14.4 Parental Leave**

You will be entitled to unpaid parental leave in accordance with the Act.

## **14.5 Long Service Leave**

You will be entitled to long service leave in accordance with applicable legislation.

## **14.6 Public Holidays**

You will be entitled to paid leave on days declared as public holidays in accordance with the Act, provided that these holidays fall on your specified working days as detailed in Schedule 1.

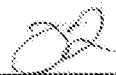
# **15. Policies and Procedures**


## **15.1 General**

- (a) You must comply with all policies and procedures of the Company as amended from time to time.
- (b) Notwithstanding this clause or any other provision of this Agreement, the policies and procedures of the Company:
  - (i) are for the benefit of the Company and do not impose any contractual obligations on the Company; and
  - (ii) are not incorporated into and do not form part of this Agreement.

# **16. Termination of Employment**

- (a) You or the Company may terminate the Employment by giving 4 weeks written notice.

  
\_\_\_\_\_  
(signatory initials)

  
\_\_\_\_\_  
(signatory initials)



- (b) The Company may elect at its discretion to make payment to you in lieu of part or all of the notice period.
- (c) If you do not give the Company the required period of notice or leave the Employment during the notice period, you agree that the Company is entitled (to the fullest extent permitted by law) to withhold from any monies owing to you an amount representing the remuneration otherwise payable to you for the number of weeks or days of the notice period that you did not work.
- (d) You hereby authorise the Company to deduct from any final payment to you on termination of the Employment all monies owed by you to the Company (to the fullest extent permitted by law).

#### 17. Summary Dismissal

- (a) If you commit serious misconduct, commit a serious or persistent breach of any term or condition of this Agreement, refuse to obey a lawful and reasonable direction of the Company, engage in conduct that causes a serious risk to the health and safety of a person, commit any act of fraud or dishonesty or are intoxicated or under the influence of illegal drugs at work to the extent that you cannot perform your duties, then the Company may summarily terminate the Employment by immediate written notice to you.

#### 18. Confidential Information

- (a) You acknowledge that in the course of the Employment or otherwise, you may obtain access to, or become aware of, Confidential Information which is of commercial value to the Company or a Related Entity of the Company and which is owned by and will at all times remain the property of the Company or a Related Entity of the Company.
- (b) You must:
  - (i) only use Confidential Information in the proper performance of your duties;
  - (ii) except as permitted by clause 18(b)(i), keep in the strictest confidence all Confidential Information and not disclose to any person any Confidential Information;
  - (iii) not use for your own benefit or the benefit of any third party any Confidential Information; and
  - (iv) no later than 7 days after the Termination Date, and otherwise at the request of the Company at any time, disclose and deliver up to the Company, all Confidential Information including copies in your possession, custody and control.

(signatory initials)

(signatory initials)

**PATENT**

**REEL: 048021 FRAME: 0024**







## 19. Intellectual Property

- (a) You hereby assign to the Company absolutely and beneficially the whole of your right, title and interest in the world, whether presently existing or which arises at a date after the date of this agreement in and to any Intellectual Property Rights acquired, developed or created by you in the course of the Employment, whether in connection with or in any way affecting or relating to the business of the Company or otherwise and whether in the course of your normal duties or in the course of duties falling outside your normal duties but assigned to you (**Assigned Intellectual Property Rights**).
- (b) You hereby agree and undertake to promptly disclose to the Company any Assigned Intellectual Property Rights upon acquisition, creation or development.
- (c) You acknowledge and agree that the Company will own all right, title and interest in and to all of the Assigned Intellectual Property Rights immediately upon creation, acquisition or development of the Assigned Intellectual Property Rights.
- (d) You irrevocably agree to promptly execute all documents, forms and authorisations and do all acts and things that the Company considers to be necessary or desirable to give effect to this agreement and to absolutely vest in the Company full right, title and interest in and to all of the Assigned Intellectual Property Rights.
- (e) At the Company's request and expense, you undertake to assist the Company in connection with any controversy or legal proceeding relating to Assigned Intellectual Property rights and in obtaining domestic or foreign patent or other protection covering the same.
- (f) You hereby irrevocably appoint the Company and each of its directors severally as and to be your attorney to do anything and execute any document which you are required to do or execute pursuant to or in connection with the assignment of Intellectual Property Rights under this Deed and which you have failed to do or execute. This power of attorney is granted to secure the performance of your obligations to the Company in relation to the assignment of Intellectual Property Rights under this agreement.

## 20. Moral Rights

- (a) To the extent that you have any moral rights in any work (whether or not currently in existence) created, made, delivered, produced, contributed to or otherwise provided by you to the Company in the course of the Employment (collectively **Works**), you hereby irrevocably and unconditionally consent, to the fullest extent permitted by law (whether present or future), pursuant to the *Copyright Act 1968 (Cth)*, to the Company, its successors, assignees and licensees, and their licensees, and other persons authorised by any of them:
  - (i) reproducing, adapting, publishing, performing, exhibiting, communicating or transmitting the Works or any adaptation thereof (or

  
(signatory initials)

  
(signatory initials)  
**PATENT**



any part of any of the Works or of any such adaptation) anywhere in the world, in whatever form and in whatever circumstances the Company thinks fit including the making of any distortions, additions or alterations to the Works or any adaptation thereof (or any part of the Works or of such adaptation) as so reproduced, adapted, published, performed, exhibited, communicated or transmitted;

- (ii) reproducing, adapting, publishing, performing, exhibiting, communicating or transmitting the Works or any adaptation thereof (or any part of any of the Works or of any such adaptation) anywhere in the world without making identification of the Company or you or any other person in relation thereto;
- (iii) doing any act or omission that would constitute derogatory treatment of the Works; and
- (iv) combining or putting together the Works with anything else,
- (a) for any purpose whatsoever, whether such acts or omissions occur before or after the date on which that consent is given.
- (b) You warrant that the consent obtained pursuant to this clause will be a genuine consent and complies with the provisions of the Copyright Act 1968 (Cth) and that you have not relied on any statement or representation made by the Company or anyone acting on behalf of the Company.

## **21. Return of Property**

On termination of the Employment for any reason, you must immediately and permanently discontinue the use of and promptly return or surrender to the Company all property belonging to the Company in your possession, custody or control.

## **22. Suspension**

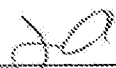
Where the Company considers it necessary, it may direct you not to attend work on full pay, whilst it conducts an investigation into any concerns relating to your conduct or performance as an employee or for any other reason.

## **23. Change to Remuneration, Position, Duties or Location**

Your Employment by the Company will continue to be subject to the terms of this Agreement, unless varied or replaced by an agreement in writing, despite any change to your remuneration, position, duties or location.

## **24. Entitlement to Lawfully Work in Australia**

- (a) If you are not a permanent resident of Australia, your Employment is subject to you obtaining and maintaining at all times an appropriate visa entitling you to lawfully work in Australia in accordance with the terms of this agreement.

  
(signatory initials)

  
(signatory initials)



- (b) At any time prior to commencing your Employment or during the course of your Employment, the Company may require you to produce documents evidencing your entitlement to lawfully work in Australia.
- (c) You warrant that any documents relied on by you to evidence your entitlement to lawfully work in Australia are true and correct.
- (d) You must notify the Company immediately if your entitlement to lawfully work in Australia ceases at any time.
- (e) If:
  - (i) you fail to produce documents evidencing your entitlement to lawfully work in Australia upon the Company's request; or
  - (ii) your entitlement to lawfully work in Australia ceases at any time and for any reason,

then the Company may immediately withdraw any offer of employment or, if you are already employed by the Company, summarily terminate the Employment by providing you with written notice.

## **25. General**

### **25.1 Governing Law**

The laws of Australia govern your Employment.

### **25.2 Severability**

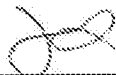
Any provision of this Agreement, which is invalid in any jurisdiction, must be in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Agreement in other case,

without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

### **25.3 Entire Agreement**

- (a) This Agreement replaces any prior agreement between the parties as to the terms and conditions of your employment, including any prior written or verbal undertakings or statements.

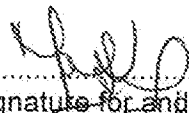
  
\_\_\_\_\_  
(signatory initials)

  
\_\_\_\_\_  
(signatory initials)



We hope you will accept this offer and confirm your acceptance by signing and dating two copies of this agreement and returning one copy to me.

Yours sincerely

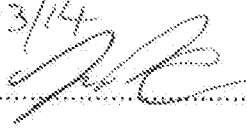
  
Signature for and on behalf of  
Effective Measure International Pty Ltd – A.C.N 140 763 462

Name: Mary Karolyi

Date: 14/3/14


I have read, understand and accept the conditions of employment outlined in this letter.

Date: 14/03/14

Signature: 

Name (please print) JAMES MATTHEW SCOTT ROBERTSON

  
(signatory initials)

  
(signatory initials)

CORPORATIONS ACT 2001  
Section 1274  
I hereby certify this copy of 2 pages  
set out  
\*the whole of a document/certificate  
\*a part of a document/certificate  
lodged with the Australian Securities & Investments Commission  
*W. S. G.*  
A delegate of the Australian Securities & Investments Commission

Form 205A

Corporations Act 2001

157(2)

Corporations Regulations 2001

1.0.12

## Notification of resolution - change of company name

### Company details

Company name

EFFECTIVE MEASURE INTERNATIONAL  
PTY. LTD.

ACN

140 763 462

### Lodgement details

Name

Scott Ashley JULIAN

### Subject of the resolution

Change of company name to:

NARRATIVE AUDIENCE  
MEASUREMENT PTY LTD

Is the name being changed to the Company ACN?

No

Is the proposed name identical to a registered business name(s)?

No

### Details of the resolution

Date of the meeting:

29-07-2018

The resolution is:

set out below

The Company wishes to change its name to Narrative  
Audience Measurement Pty Ltd Resolved that: 1 In  
accordance with section 23 of the Companies Act 1993,  
the Company changes its name to Narrative Audience

Measurement Pty Ltd. 2 Any director is authorised to reserve the name Narrative Audience Measurement Pty Ltd with the Registrar of Companies. 3 Any director is authorised to procure that an application is made to the Registrar of Companies to change the name of the Company to Narrative Audience Measurement Pty Ltd.

**Signature**

This form must be signed by a current officeholder of the company.

I certify that the information in this form is true and complete

Name

**Scott Ashley JULIAN**

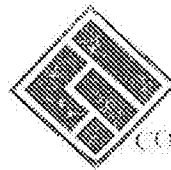
Capacity

**Director**

Signature

Date signed

**30-07-2018**



AUSTRALIAN  
SECURITIES &  
INVESTMENTS  
COMMISSION  
CORPORATIONS ACT 2001  
Section 1274