

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7042642

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT OF GILMAN WONG, SIGNED AUGUST 30, 2011.	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GILMAN WONG	08/30/2011
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SIRTEX MEDICAL LIMITED	
<b>Street Address:</b>	LEVEL 33, 101 MILLER STREET	
<b>City:</b>	NORTH SYDNEY NSW	
<b>State/Country:</b>	AUSTRALIA	
<b>Postal Code:</b>	2060	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15515754
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	troymailroom@harnessip.com, mshimbo@harnessip.com	
<b>Correspondent Name:</b>	HARNESS DICKEY AND PIERCE PLC	
<b>Address Line 1:</b>	SUITE 200	
<b>Address Line 2:</b>	5445 CORPORATE DRIVE	
<b>Address Line 4:</b>	TROY, MICHIGAN 48098	
<b>ATTORNEY DOCKET NUMBER:</b>	2340K-000841-US-NP	
<b>NAME OF SUBMITTER:</b>	PAUL A. KELLER	
<b>SIGNATURE:</b>	/Paul A. Keller/	
<b>DATE SIGNED:</b>	11/24/2021	
<b>Total Attachments: 9</b>		
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23<sup>rd</sup> August, 2011

**Mr Gilman Wong**  
 1004/11 Chandos Street  
 St Leonards NSW 2065

Dear Gilman

## ***Your employment agreement***

This letter sets out the terms of your employment with Sirtex Medical Limited (**Company**).

### **1 Employment**

#### **1.1 Engagement**

- (a) The Company is employing you in the position of Chief Executive Officer.
- (b) Your employment under the terms of this letter will start on 1<sup>st</sup> July, 2011. The Company acknowledges that your employment commenced on 24<sup>th</sup> May, 2005 and will recognise that date for the purpose of all service related entitlements.
- (c) You warrant that you are not under any obligation or restriction which would interfere or conflict with your employment in this role or your obligations and duties under this agreement.

#### **1.2 Location and travel**

Your place of work is Level 33, 101 Miller Street, North Sydney, NSW, Australia. The Company may require you to work in other locations at any time. The Company may also require you to travel within the state, interstate or overseas to perform your duties.

### **2 Duties and reporting structure**

#### **2.1 Duties of your position**

You must perform the duties reasonably associated with your position. In addition, you must perform other duties which you are capable of performing, as required by the Company.

#### **2.2 General duties**

You must:

- (a) devote all of your time, attention and skill to the performance of your duties both during normal business hours and at other times as reasonably necessary;
- (b) perform your duties legally, ethically, faithfully and diligently;
- (c) follow lawful and reasonable directions given to you by the Company; and
- (d) promote the interests of the Company and any Group Company.

'Group Company' means a 'related body corporate' of the Company as that expression is defined in the *Corporations Act 2001* (Cth).

#### **2.3 Reporting structure**

You will report to the Board of the Company, through its Chairman, or as otherwise directed by the Company.

## **2.4 Changes to your position etc**

If your position, duties or reporting structure change, this agreement will continue to apply to your employment unless you and the Company:

- (a) enter a new written employment agreement; or
- (b) vary this agreement in writing.

## **3 Hours of work**

- (a) Your ordinary hours of work are 37.5 hours each week.
- (b) You agree that the Company may average your actual hours worked over a period of 26 weeks.
- (c) Because of the nature of your position, you acknowledge and agree that any additional hours that you are required to work in excess of 37.5 hours per week are reasonable so far as they are necessary for the full and proper performance of your duties under this agreement. Your remuneration includes an amount to compensate for this.

## **4 Company policies**

The Company has various policies which apply to your employment. You must familiarise yourself with these policies. The policies do not form part of your employment agreement and may be changed by the Company from time to time.

## **5 Remuneration**

### **5.1 Total Remuneration Package**

- (a) [REDACTED]
- (b) Your Total Remuneration Package includes:
  - (i) [REDACTED]
  - (ii) [REDACTED]
  - (iii) [REDACTED]
  - (iv) [REDACTED]
- [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]
- (e) [REDACTED]
- (f) [REDACTED]
- (g) [REDACTED]
- (h) [REDACTED]

(i)

## **5.2 Review of remuneration package**

## **6 Incentive arrangements**

- (a) You are eligible to participate in the Company's short and long term incentive plans. Your participation is subject to the rules of the plans. The Company may amend these rules from time to time.
- (b) Your participation in the plans, and all benefits under the plans, are at the absolute discretion of the Company. Any payment to you will be net of any applicable tax and superannuation contribution which the Company is required to make in respect of any incentive payment. Unless otherwise agreed in writing, you are only entitled to receive a benefit under the plans if you are employed by the Company on the date that the benefit is paid or provided.

## **7 Annual leave**

### **7.1 Entitlement**

(a)

- (b) Annual leave accrues progressively and is cumulative.

### **7.2 Taking annual leave**

- (a) You must take annual leave by agreement with the Company.
- (b) The Company may direct you to take annual leave if your accrued annual leave balance exceeds eight weeks' leave.
- (c) You must provide the Company with at least four weeks' notice of any intention to take annual leave.
- (d) You may, by written agreement with the Company, cash out any annual leave you have accrued in excess of 4 weeks' leave.
- (e) If your employment ends the Company will pay you for any unused accrued annual leave.

## **8 Personal/carer's leave and compassionate leave**

- (a) You are entitled to 10 days' personal/carer's leave for each year of service with the Company.
- (b) You may take personal/carer's leave as sick leave or carer's leave. Carer's leave is leave taken by you to provide care or support to a member of your Immediate Family (as defined under the National Employment Standards) or household who requires care or support because of a personal illness or injury or an unexpected emergency affecting them.
- (c) If you have used all of your personal/carer's leave entitlement, you may be entitled to take unpaid carer's leave/up to 2 days' unpaid carer's leave on each occasion you need it.
- (d) You may take up to 2 days' compassionate leave if a member of your Immediate Family or household dies or has a personal illness or injury that poses a serious threat to their life.
- (e) Personal/carer's leave accrues progressively and is cumulative.
- (f) The Company may require you to provide evidence that you needed to take personal/carer's leave.
- (g) You are not entitled to payment in respect of your accrued untaken personal/carer's leave or compassionate leave when your employment ends.

## **9 Parental leave**

You are entitled to parental leave in accordance with the National Employment Standards.

## **10 Community service leave**

### **10.1 Community service leave entitlement**

You are entitled to community service leave in accordance with the National Employment Standards.

### **10.2 Evidence – community service leave**

The Company may require you to produce evidence that you engaged in a relevant community service activity, such as jury duty and any voluntary emergency management activity, if you take community service leave.

## **11 Long service leave**

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

## **12 Public holidays**

You will be entitled to paid leave on days declared as public holidays in the state or territory in which you work.

## **13 Suspension from duty**

If the Company forms the view that your conduct, capacity or performance may warrant serious disciplinary action (including ending of your employment), the Company may suspend you from duty with pay or direct you to perform work in a different position, pending the outcome of an investigation.

## **14 Termination**

### **14.1 Termination with notice**

You or the Company may terminate your employment at any time by giving 6 months' written notice.

### **14.2 Deduction of amounts owed**

- (a) To the extent permitted by law, any outstanding advances or other payments due to the Company by you will be deducted before payment of any amounts under this clause 14 are made to you.
- (b) If the amounts owed by you to the Company on the day your employment terminates exceed amounts payable to you under this clause 14, you agree to repay such amounts to the Company within 14 days of the day on which your employment terminates.

### **14.3 Payment in lieu of notice period**

- (a) The Company may:
  - (i) pay you in lieu of your notice period; or
  - (ii) require you to work for part of your notice period and pay you in lieu of the balance of the period.
- (b) If your employment terminates, the Company will calculate any payments in lieu of notice in accordance with the base salary component of your Total Remuneration Package.

### **14.4 Duties during notice period**

- (a) If you or the Company gives notice terminating your employment, the Company may direct you at any time during the notice period:
  - (i) not to attend work; or
  - (ii) not to perform all or part of your duties.

#### **14.5 Termination without notice**

The Company may terminate your employment at any time without notice if you:

- (a) engage in serious or wilful misconduct;
- (b) are seriously negligent in the performance of your duties;
- (c) commit a serious or persistent breach of this agreement;
- (d) commit an act, whether at work or otherwise, which brings the Company into disrepute;
- (e) are absent from work due to illness for more than 3 months, or a total of 3 months within a 12 month period; or
- (f) are charged with an offence punishable by imprisonment.

#### **14.6 Return of property**

Before your employment terminates, or as soon as practicable after it terminates, you must return all property belonging to the Company.

#### **14.7 Resignation from office**

If, on the termination of your employment, you are a director or hold some other office with the Company, you must immediately resign as officer of that Company. You irrevocably appoint the Chairman of the Board of the Company, or any other employee of the Company nominated by the Chairman as attorney to sign your resignation on behalf of you if you refuse or fail to resign from any directorships or other appointments within the Company.

#### **14.8 Redundancy**

If your employment terminates for a reason including that your position is redundant, any payment to you on termination of your employment (other than a payment in lieu of your minimum statutory entitlement to notice of termination) will be inclusive of any statutory entitlement that you may have to redundancy pay.

#### **14.9 Consideration for holding office**

You and the Company agree that the benefits to which you are entitled under this agreement in connection with the termination of your employment are in part consideration for you agreeing to accept any 'managerial or executive office' (as that expression is defined in the *Corporations Act 2001* (Cth)) in the Company or any Group Company.

#### **14.10 No compensation**

If your employment is terminated by the Company under this clause 14, you acknowledge and agree that you have no further claim against the Company for compensation for loss of office in respect of the termination.

### **15 Disclosure of information**

#### **15.1 Definitions**

- (a) 'Information' means any information about the Company or its business (including, but not limited to, any idea, concept, process or know-how) which:
  - (i) comes to your notice in the course of your employment; or
  - (ii) is generated by you in the course of performing your duties.
- (b) 'Confidential Information' means any Information which is:
  - (i) confidential; and
  - (ii) not in the public domain (unless in the public domain because of a breach of confidentiality).

#### **15.2 Your obligations during employment**

During your employment, you must not use or disclose Information unless the use or disclosure is:

- (a) required by law;

- (b) made as part of the proper performance of your duties; or
- (c) agreed by the Company.

### **15.3 Your obligations after your employment terminates**

After your employment terminates, and without limiting your general law obligations, you must not disclose Confidential Information unless the disclosure is:

- (a) required by law; or
- (b) agreed in writing by the Company.

### **15.4 Preventing disclosure**

- (a) You must take all reasonable and necessary precautions to maintain the secrecy and prevent disclosure of Information.
- (b) To avoid doubt, this clause is not intended to limit any duty of fidelity owed by you and implied into your employment agreement.
- (c) Your obligations under this clause continue after your employment terminates.

## **16 Intellectual property**

- (a) 'Intellectual Property' means all present and future rights to intellectual property including any inventions and improvements, trade marks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula.
- (b) The Company owns all Intellectual Property that you create or contribute to during your employment. You must do all things necessary to ensure that the Company owns Intellectual Property that you create or contribute to during your employment.
- (c) You must inform the Company of all Intellectual Property that you create or contribute to during your employment.

## **17 Moral Rights**

- (a) 'Moral Rights' means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).
- (b) If you have Moral Rights in any Intellectual Property owned by the Company, you:
  - (i) irrevocably consent to any act or omission by the Company which infringes those Moral Rights;
  - (ii) agree that your consent extends to acts and omissions by the Company's licensees and successors in title; and
  - (iii) agree that your consent is a genuine consent given under Part 9 of the *Copyright Act 1968* (Cth) and has not been induced by duress or any false or misleading statement.

## **18 Restrictions during your employment**

During your employment you must not be engaged, concerned or interested in any other business without the Company's prior written consent. However, you may hold shares in companies listed on any recognised stock exchange without the Company's prior written consent if you hold less than 5% of the issued shares of any class of any one company.

## **19 Restrictions after your employment terminates**

### **19.1 Definitions**

- (a) 'Competitive Business' means any business that competes with the Group during the period of 6 months preceding the End Date or during the Restricted Period.
- (b) 'End Date' means the date on which your employment with the Company terminates.



- (c) 'Entity' means an individual, company, partnership, joint venture (whether corporate or incorporate) or any other body (whether corporate or incorporate).
- (d) 'Group' means the Company and each Group Company.
- (e) 'Prescribed Position' means:
  - (i) a position as employee, director, secretary, company officer, agent, contractor, consultant or adviser of any Entity;
  - (ii) a partner, shareholder or member of any Entity; and
  - (iii) acting as any of the persons referred to in items (i) and (ii) of this definition.
- (f) 'Restricted Area' means:
  - (i) any geographical area in which the Group has operations; or failing that
  - (ii) the Commonwealth of Australia; or failing that
  - (iii) New South Wales, Queensland and Victoria; or failing that
  - (iv) New South Wales.
- (g) 'Restricted Period' means:
  - (i) the period of 12 months starting on the End Date; or failing that
  - (ii) the period of 6 months starting on the End Date; or failing that
  - (iii) the period of 3 months starting on the End Date; or failing that
  - (iv) the period of 1 month starting on the End Date.

#### **19.2 Competing with the Group**

You must not (whether directly or indirectly and in any position including a Prescribed Position) during the Restricted Period and in the Restricted Area be employed by or engaged in or otherwise interested in any Competitive Business.

#### **19.3 Inducing employees to leave the Group**

You must not during the Restricted Period induce or attempt to induce any director or employee of the Group with whom you had work related dealings during the 6 months preceding the End Date to terminate his or her engagement with the Group, whether or not that person would commit a breach of that person's contract of engagement.

#### **19.4 Persuading the Group's customers or clients to cease or reduce business**

You must not during the Restricted Period solicit or persuade any customer or client of the Group with whom you had work related dealings during the 6 months preceding the End Date to cease doing business with the Group or reduce the amount of business which the person would normally do, or otherwise have done, with the Group.

#### **19.5 Consent**

The restrictions in this clause do not apply in circumstances where you have obtained the Company's prior written consent.

#### **19.6 Restrictions reasonable and independent**

You agree that:

- (a) you will obtain Confidential Information during your employment, the disclosure of which could materially harm the Group;
- (b) the restrictions in this clause are reasonable and necessary for the protection of the Group's Confidential Information and goodwill;
- (c) you intend the restrictions to operate to the maximum extent;
- (d) damages may be inadequate to protect the Group's interests and the Group is entitled to seek and obtain injunctive relief, or any other remedy, in any court; and

- (e) the restrictions are separate, distinct and several, so that the unenforceability of any restriction does not affect the enforceability of the other restrictions.

#### **19.7 Legal advice**

You acknowledge that:

- (a) the Company has provided you with the opportunity to seek independent legal advice prior to signing this agreement; and
- (b) you understand the terms of this agreement, including (but not limited to) this clause 19, and accept them as fair and reasonable.

#### **19.8 Modification of restrictions**

- (a) If the restrictions in this clause 19:
  - (i) are void as unreasonable for the protection of the Group's interests; and
  - (ii) would be valid if part of the wording was deleted or the period or area was reduced,

the restrictions will apply with the modifications necessary to make them effective.

- (b) Your obligations under this clause 19 survive the termination of your employment.

#### **20 Compliance and approvals**

- (a) The exercise of, or compliance with, any discretion, right or obligation under this agreement is subject to any required board or shareholder approvals, any necessary regulatory consent and compliance with the Company's constitution, the ASX Listing Rules and all applicable laws.
- (b) Notwithstanding any provision of this agreement, the Company is not required to pay or provide, or procure the payment or provision, of any payment or benefit to you which is not permitted by the provisions of Part 2D.2, Division 2 or Chapter 2E of the *Corporations Act 2001* (Cth) in the absence of shareholder approval or the ASX Listing Rules. Any such payments or benefits must be reduced to ensure compliance with this clause and there is no obligation on the Company to seek or obtain shareholder approval. In the event of overpayment, you must, on receiving written notice from the Company Secretary (or his or her nominee), immediately repay any monies or benefits specified in such notice.
- (c) This clause 20 has effect regardless of any other provision of this agreement.

#### **21 Workplace surveillance**

- (a) In accordance with the *Workplace Surveillance Act 2005 (NSW)*, the Company hereby notifies you that it will conduct ongoing and continuous computer surveillance from the date of this agreement.
- (b) Computer surveillance is carried out by monitoring email, internet and other computer usage in accordance with the Company's policies.

#### **22 General**

- (a) This agreement is governed by the law in force in New South Wales.
- (b) This agreement states all the express terms of the agreement between the parties in respect of your employment. It supersedes all prior discussions, negotiations, understandings and agreements.
- (c) You acknowledge that in accepting employment with the Company you have not relied on any representations regarding your employment made by the Company (or its agents or employees) other than matters expressly set out in this agreement.

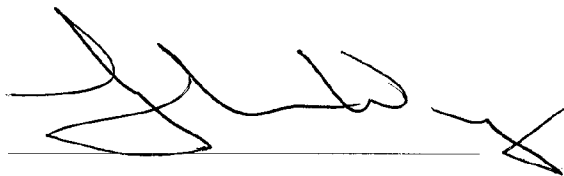
Yours sincerely

**Richard Hill**  
Chairman

Please sign and date the enclosed copy of this letter to indicate your agreement and return it to Richard Hill.

Date 30th AUGUST 2011

sign

A handwritten signature in black ink, appearing to read 'Gilman Wong', written over a horizontal line.

print

GILMAN WONG