

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7042681

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT OF BRENDON VAN DEN BERG, SIGNED OCTOBER 23, 2007.
CONVEYING PARTY DATA	
Name	Execution Date
BRENDON VAN DEN BERG	10/23/2007
RECEIVING PARTY DATA	
Name:	SIRTEX GLOBAL PTY LTD
Street Address:	16 MARS ROAD
Internal Address:	UNIT F6 PARKVIEW
City:	LANE COVE NSW
State/Country:	AUSTRALIA
Postal Code:	2066
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15515754
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	troy@mailroom@harnessip.com, mshimbo@harnessip.com
Correspondent Name:	HARNESS DICKEY AND PIERCE PLC
Address Line 1:	SUITE 200
Address Line 2:	5445 CORPORATE DRIVE
Address Line 4:	TROY, MICHIGAN 48098
ATTORNEY DOCKET NUMBER:	2340K-000841-US-NP
NAME OF SUBMITTER:	PAUL A. KELLER
SIGNATURE:	/Paul A. Keller/
DATE SIGNED:	11/24/2021
Total Attachments: 8	
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**Sirtex Medical Limited**

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www.sirtex.com

Private and Confidential

Tuesday, 23 October 2007

Brendon Vandenberg
c/- Moore Stephens
Level 7
20 Hunter Street
SYDNEY NSW 2000

Dear Brendon

Your employment agreement

We are pleased to offer you this employment agreement with Sirtex Global Pty Ltd (**Sirtex**) on the following terms.

1. Employment

You will initially be employed in the position of Global Engineering Consultant.

Your place of work will be 16 Mars Rd Lane Cove. Sirtex may require you to work in other locations from time to time.

2. Application

The terms of this agreement will apply to your employment by Sirtex from the agreement date until:

- the termination of your employment;
- this agreement is amended or varied in writing; or
- this agreement is replaced by a new written employment agreement.

The terms of this agreement will continue to govern your employment by Sirtex during the above period regardless of any changes to your position, title, duties or remuneration or of the location of your employment.

3. Position and Responsibilities

You must perform the duties of your position in accordance with the reasonable directions of Sirtex. Sirtex may alter your position and responsibilities in accordance with the needs of the business.

You will work a 37.5-hour week, Monday to Friday, with a one hour unpaid meal break each day. You are expected to attend work during these hours except when absent on authorised leave. Your hours of work may be averaged over a period of one year.

Because of the nature of your position, you agree to work reasonable additional hours in order to perform your duties. Your salary includes an amount to compensate for this.

You will initially report to Robert Hardie. However, Sirtex may change these reporting arrangements in accordance with the needs of the business.

4. You are Sirtex's Representative

In carrying out your duties under this agreement, you are expected to develop good professional relationships with clients and potential clients of Sirtex and to have knowledge of the business affairs and interests of those clients and potential clients.

Sirtex is entitled to the benefit of such relationships and knowledge.

5. Performance and Good Faith

You must:

- perform your duties faithfully and diligently;
- follow lawful and reasonable directions given to you by Sirtex; and
- use your best endeavours to promote and enhance the business interests of Sirtex.

You must not:

- do anything that is reasonably likely to be harmful to Sirtex's business;
- undertake any other business or profession, be an employee or agent for reward of any other person or assist or have an interest in any other business or profession without Sirtex's consent (obtained through your manager) in writing; or
- divulge any information about the identity of Sirtex's clients or any other information about its business affairs in circumstances in which it could be expected to harm Sirtex's interests.

However, you may hold shares in companies listed on any recognised stock exchange without Sirtex's prior written consent if less than [5]% of the issued shares of any class of any one company are held.

6. Travel and business expenses

Sirtex may require you to travel in the course of your employment (including interstate or overseas travel) to perform your duties. The reasonable expenses of such travel will be paid or reimbursed by Sirtex in accordance with Sirtex's procedures and policies.

The class of flight and level of hotel booked for travel will be agreed in each case before the travel commences.

Sirtex will also pay or reimburse such other reasonable business expenses you may incur in performing your duties under this agreement in accordance with Sirtex's procedures and policies.

Such travel or expenses must be pre-approved.

7. Confidentiality

You agree to respect the confidentiality of information and documents to which you have access in the course of or arising from your employment with Sirtex.

You must not, during your employment or after the termination of your employment for any reason, directly or indirectly use or disclose (or attempt to use or disclose) for your own benefit or for the benefit of any Person any Confidential Information.

This restriction does not apply to the following:

- (a) information that is used or disclosed in the proper course of you performing your duties for Sirtex;
- (b) information that is used or disclosed with Sirtex's prior written consent;
- (c) information that is required by law to be disclosed; or
- (d) information that is in the public domain, other than through your breach of this agreement.

You must ensure secure custody of Confidential Information in your possession or control, and use your best endeavours to prevent the use or disclosure of Confidential Information contrary to this agreement by any Person.

9. Intellectual Property

Sirtex owns all Intellectual Property rights that you create during your employment. You must do all things necessary to ensure that Sirtex owns Intellectual Property that you create during your employment.

You must inform Sirtex of all Intellectual Property that you create during your employment.

10. Moral Rights

If you have Moral Rights in any Intellectual Property owned by Sirtex, you:

- irrevocably consent to any act or omission by Sirtex which infringes those Moral Rights;
- agree that your consent extends to acts and omissions by Sirtex's licensees and successors in title; and
- 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.

11. Salary



12. Superannuation

In addition to your salary, Sirtex will contribute compulsory employer superannuation guarantee contributions into a complying superannuation fund of your choice.

13. Performance Review

Each year you and your direct report will discuss your performance against the performance measures and targets set for the past year. You will also discuss with your direct report appropriate performance measures and targets for those measures for the following financial year, with a view to reaching agreement on the performance measures and targets which will be used in the assessment of your performance in the coming year.

14. Sirtex's Procedures and Policies

As an employee of Sirtex, you are required to comply with its procedures and policies as they relate to your employment. You must familiarise yourself with these procedures and policies. These procedures and policies do not form part of your employment agreement and may be changed by Sirtex from time to time.

15. Leave Entitlements

A brief summary of leave entitlements is set out below:

Leave entitlements will be calculated from the start of your employment at Sirtex.

Annual leave: You will be entitled to paid annual leave, which accrues at the rate of four weeks leave for each year of service.

Annual leave is to be taken at times approved by your manager.

Long service leave: You will be entitled to the applicable statutory pro rata long service leave to be taken at the time or times approved by your manager.

Personal / Carer Leave: You will be entitled to ten days personal / carer's leave per annum. Your leave entitlements will be cumulative from year to year.

Sirtex may require you to provide evidence that you needed to take personal / carer's leave.

No payment will be made for untaken personal / carer's leave on the termination of your employment.

Parental leave: You will be entitled to parental leave as provided in relevant legislation.

16. Conflict of Interest

You are required to draw to the attention of your manager any conflict of interest or potential conflict of interest arising from other work you may wish to undertake while employed by Sirtex. Work for a competitor of Sirtex is an example of real or potential conflict.

Sirtex will assess the real or potential conflict in any individual case and instruct you whether you are able to undertake such work.

17. Termination of Employment

Summary dismissal: Sirtex may terminate your employment at any time without prior notice if you:

- engage in serious misconduct;
- refuse to perform your duties under this agreement in accordance with Sirtex's reasonable directions;
- use Confidential Information in breach of clause 8, 'Confidentiality' of this agreement;
- commit an act (whether at work or otherwise) which in the reasonable opinion of Sirtex is likely to cause significant damage to its reputation;
- fail to make a disclosure required by clause 15, 'Conflict of Interest' or fail to comply with a direction issued by your manager pursuant to clause 15;
- are negligent in the performance of your duties;
- commit a breach of this agreement;
- are convicted of an offence punishable by imprisonment;
- are absent from work due to illness for more than 3 months, or a total of 3 months within a 12 month period;
- commit an act involving dishonesty, theft, attempted theft or fraud; and
- commit an act which results in you being precluded by law from substantially performing duties under this agreement.

Termination of your employment on notice: Sirtex may terminate your employment at any time by giving you four weeks' notice in writing provided that if you are over the age of 45 years at the date of termination and have completed 2 years continuous service with Sirtex, you will receive five weeks' notice.

You may terminate your employment with Sirtex at any time on four weeks' notice in writing to Sirtex.

Sirtex may, at its option, make payment in lieu of notice for part or all of any period of notice of termination. Alternatively, Sirtex may require you not to report for work, or provide you with altered duties during part or all of your notice period.

If your employment ends, Sirtex will calculate any payments in lieu of notice based on your base salary.

Deduction of amounts owed: To the extent permitted by law, any outstanding advances or other payments due to Sirtex by you will be deducted before payment of any amounts under this clause 16 are made to you.

If the amounts owed by you to Sirtex on the day your employment ends exceed amounts payable to you under this clause 16, you agree to repay such amounts to Sirtex within 14 days of the day on which your employment ends.

18. Return of Property and Information

Upon the termination of your employment or at any time upon the instruction of Sirtex, you must immediately return to Sirtex any of its property that is in your possession, custody or control, including any documents, computer records, motor vehicle or equipment.

If you have in your possession information or data belonging to Sirtex which is recorded on any computer or on any medium such that it is not capable of delivery to Sirtex, you must advise Sirtex of that fact and, subject to the right of Sirtex to obtain a copy of that information or data, erase that information or data so that it cannot be accessed, retrieved or reconstructed.

19. Compensation for Award entitlements

The salary and other benefits to be provided to you by this agreement will compensate you for any entitlements or benefits you may have pursuant to any award or any other applicable industrial instrument.

This includes, but is not limited to, overtime payments, weekend and holiday penalties, shift allowance, vehicle allowance, travelling expenses, penalty payments, annual leave loading and any other entitlement or benefit under such award or other applicable industrial instrument, except as otherwise specifically noted in this agreement.

The remuneration paid to you each month which is in excess of your entitlements or benefits under such award or other applicable industrial instrument, is intended to satisfy any entitlements or benefits that may be less than your entitlements or benefits under the award or other applicable industrial instrument.

20. Post-Employment Restraint

You must not, without first obtaining the written consent of Sirtex, for a period of 3 months after the termination of your employment for any reason, induce or attempt to induce any Person who at any time during your employment was an employee, officer or agent of Sirtex or a contractor to Sirtex to leave their employment or terminate or not renew any contract or arrangement with Sirtex.

You must not, without first obtaining the written consent of Sirtex, for a period of 3 months after the termination of your employment for any reason, induce, canvas, solicit or entice away or attempt to entice away the business of any Client of Sirtex for your benefit or the benefit of any other Person.

“Client of Sirtex” means any Person:

- (a) who is or has been a customer, client or supplier of Sirtex with whom you have had dealings on behalf of Sirtex, during the 12 months preceding the date of termination of your employment with Sirtex; or

- (b) with whom you have had discussions, whether concluded or unconcluded, on behalf of Sirtex at any time during the 12 months prior to the date of termination of your employment with Sirtex, with a view to the Person receiving or supplying products or services from or to Sirtex.

21. General Provisions

This agreement represents the entire agreement of the parties in relation to your employment by Sirtex and all previous negotiations, understandings, representations or agreements are superseded by this agreement.

Where applicable, any obligation to Sirtex will include a similar obligation to any related body corporate of Sirtex, and Sirtex holds the right of each related body corporate on trust and will be entitled to take action to enforce that obligation on its behalf and on behalf of any related body corporate.

Each provision of this agreement stands alone and is separable from the others. The severance of a provision does not affect the remainder of the agreement.

The law of New South Wales applies to this agreement.

22. Definitions

In this agreement, unless the context otherwise requires:

“Confidential Information” includes (but is not limited to) the following:

- (a) trade secrets of Sirtex such as inventions, designs and processes;
- (b) information about the business affairs of Sirtex, such as products, financial accounts and reports, costings, other accounting information, marketing plans, sales plans, prospects, price information, supplier lists, research, financing, data surveys, specifications, technical data, original samples, detail sheets, drawings, diagrams, records and reports;
- (c) information about clients of Sirtex, such as their specific requirements, arrangements and past dealings with Sirtex;
- (d) client names and addresses, client lists, business cards and diaries, calendars or schedulers;
- (d) computer databases and computer software; and
- (f) all other information obtained in the course of your employment with Sirtex that is by its nature confidential.

“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.

“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)*.

"Person" includes any natural person, company, partnership, association, business, trust or other organisation of any description.

Please sign the attached copy of this agreement as acceptance of your position and the conditions of your employment as set out in this agreement, and return it to Christie Moore, Human Resource Manager.

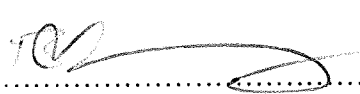
Yours sincerely,



Robert Hardie
Operations Manager
Sirtex Global Pty Ltd

Acceptance

I have read and understood this agreement and I accept the terms contained in it.

Signed:  Date: 