

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7340582

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL PAUL RUUL	05/09/2006
RECEIVING PARTY DATA	
Name:	ALLOTZ.COM LIMITED
Street Address:	LEVEL 5, 128 BUNDALL ROAD
City:	BUNDALL, QLD
State/Country:	AUSTRALIA
Postal Code:	4217
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17749091
CORRESPONDENCE DATA	
Fax Number:	(310)564-0454
<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>	
Phone:	310-860-6141
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Correspondent Name:	PATENT INGENUITY, P.C.
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Address Line 2:	SUITE 1000
Address Line 4:	BEVERLY HILLS, CALIFORNIA 90212
ATTORNEY DOCKET NUMBER:	SPPH-00122B-US
NAME OF SUBMITTER:	SAMUEL K. SIMPSON
SIGNATURE:	/Samuel K. Simpson/
DATE SIGNED:	05/19/2022
Total Attachments: 19	
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PRODUCT DEVELOPMENT DEED

THIS DEED made the 9th day of MAY, 2006.

BETWEEN: THE COMPANY REFERRED TO IN ITEM 2 OF SCHEDULE 1 ("Company")

AND: THE DEVELOPER REFERRED TO IN ITEM 3 OF SCHEDULE 1 ("Developer")

RECITALS:

- A. The Company intends to develop certain software products.
- B. The Company will provide the Developer with Specifications for the Products.
- C. The Developer has represented that he has the skill and capacity to develop the Products for the Company.
- D. The Company wishes to engage the Developer to develop the Products in accordance with the Specifications and the Developer has agreed to accept such engagement on the terms and conditions of this Deed.
- E. It is the intention of the parties that the Products, all Software and Intellectual Property relating to the Products are to be owned by the Company.

OPERATIVE PARTS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless a contrary intention appears:

'Acceptance Tests' means the acceptance tests for each of the Development Phases of the Products as set out in the Development Plan;

'Commencement Date' means the date stated in Item 1 of Schedule 1;

'Confidential Information' includes, but is not limited to matters not generally known or in the public domain, such as developments relating to existing and future products and services marketed or used or to be marketed or used, or rejected, by a party and persons or companies dealing with a party and also information relating to the general business operations with a party including:

- (a) profit and loss statements;
- (b) balance sheets;
- (c) customer, licensee and distributor lists (actual and proposed);
- (d) cost and selling price information;
- (e) trade secrets, know-how and specifications in respect of the party's products, work-in-progress, services and intellectual property;
- (f) business and marketing plans;

(g) third party information disclosed to a party in confidence;

'Developer's Fee' means the consideration set out in Item 4 of Schedule 1;

'Development Phase' means the stage in the Development Plan at which specified parts of the development of the Products will have been completed, specified results achieved or specified conclusions reached as required by the Development Plan;

'Development Plan' means the plans and timetables for the development of the Products as set out in Schedule 4;

'Document' or **'Documentation'** includes handwritten, typed, printed and electronically created or stored records and copies thereof;

'Force Majeure Event' means:

- (a) any act of God;
- (b) any outbreak or escalation of hostilities (whether or not war has been declared);
- (c) any other lawful act against public order or authority;
- (d) any industrial dispute;
- (e) any governmental restraint; or
- (f) any other event which is not within the reasonable control of the parties;

'Intellectual Property' means rights to any and all intellectual, commercial and industrial property throughout the World, whether registered or not, connected with the Products and the Software including but not limited to:

- (a) copyright (including future copyright and rights in the nature of or analogous to copyright);
- (b) improvements to existing Intellectual Property;
- (c) inventions (including patents);
- (d) trade marks and service marks;
- (e) designs and circuit layouts;
- (f) any Confidential Information;
- (g) the right to apply for protection of or take action relating to any intellectual property;

'Products' means the products described in Schedule 2 and includes all Related Software and Intellectual Property;

'Premises' means a place of business or other place under the control of a party;

'Related Software' means all Software underlying, forming part of, controlling or directing the operation of or related to the Products;

'Services' means all of the obligations of the Developer to develop the Products for the Company in accordance with this Deed;

'Software' means written programs, code, procedures, instructions or rules and associated documentation (print or electronic) pertaining to the operation or control of a computer or electronic device and unless otherwise expressly stated includes every individual item of software;

'Specifications' means the specifications set out in Schedule 3;

'Term' means the period from the date of this Deed to the date it is terminated.

1.2 In the interpretation of this Deed:

- (a) references to:
- (i) a party is to a party to this Deed and includes the party's executors, administrators, successors and assigns;
 - (ii) anything includes part of that thing;
 - (iii) persons includes individuals, companies, associations, partnerships, bodies corporate, and governments and governmental, semi-governmental and local government and agencies or other entity;
 - (iv) documents include the document as changed or replaced from time to time;
 - (v) A\$, dollar or \$ is to Australian currency;
 - (vi) a party, where the party is more than one person, means all of them together and each of them separately;
 - (vii) a clause, paragraph, schedule or annexure refers to a clause , paragraph, schedule or annexure in this Deed;
 - (viii) this Deed includes any schedule or annexure;
 - (ix) time is a reference to Australian Eastern Standard Time;
 - (viii) a statute, ordinance, code or other law includes regulations and other instruments under it and includes all amendments, consolidations, re-enactments or replacements of any of them;
- (b) the singular includes the plural and vice versa; words including a gender shall include all other genders;
- (c) where a party is more than one person, this Deed binds all of them separately and each of them together;
- (d) the meaning of general words is not limited by specific examples introduced by 'including, for example' or similar expressions;
- (e) headings do not affect the meaning of the Deed;
- (f) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it;
- (g) another grammatical form of a defined word or expression has a corresponding meaning;
- (h) a reference to "indemnity" means that the person giving the indemnity will indemnify and keep indemnified the person given the indemnity against any loss, damage, claims, actions, demands, costs (on a solicitor and own client basis and whether incurred by or awarded against the person indemnified) or expenses suffered or sustained, directly or indirectly, because of the event indemnified against. This means that if the person indemnified suffers any loss or must pay any money (whether or not it is actually paid) because of an indemnified event the party giving that indemnity must pay the amount of loss or the amount of liability to the indemnified party. If it does not, the indemnified party can recover the amount as a liquidated claim; and
- (i) if anything to be done under the Deed falls on a Saturday, Sunday or public holiday, then it must be done on the next business day within that area unless the thing to be done under the Deed is a task which must be done on a Saturday, Sunday or public holiday to avoid a delay to the Services in which case it must be done on that day.

2. APPOINTMENT OF DEVELOPER

- 2.1 As and from the Commencement Date the Company agrees to engage the Developer as an independent contractor to develop the Products and the Developer agrees to such engagement.
- 2.2 The Developer will develop the Products in accordance with the Specifications and the Development Plan and in accordance with any lawful requests and directions of the Company which relate to the development of the Products.
- 2.3 The Developer will deliver the Products to the Company in the format and by the dates specified in the Development Plan.

3. SPECIFICATIONS AND DEVELOPMENT PLAN

- 3.1 The Developer acknowledges that the Specifications and the Development Plan are in an early design stage and it is agreed between the parties as follows:
 - (a) The Company and the Developer will jointly design and document the Specifications and the Development Plan in Development Phases as requested by the Company;
 - (b) If the Company and the Developer cannot agree as to any matter relating to the Specifications and the Development Plan, the Company's determination will be final;
 - (c) The parties will consult with each other about any alterations to the Specifications and the Development Plan but if they cannot agree the Company's determination will be final.
- 3.2 The Company may request an alteration to the Specifications or the Development Plan.
- 3.3 The Company and the Developer will use their best endeavours to reach agreement on the matters specified above, in which case the terms of any agreement will be confirmed in writing by both parties.
- 3.4 If the Company makes a determination as above it will notify the Developer in writing.
- 3.5 The Specifications and/or Development Plan will be deemed to incorporate any alterations agreed to or determined as above.

4. COMPLIANCE WITH DEVELOPMENT PLAN

- 4.1 The Developer will achieve each Development Phase by the date specified in the Development Plan. The parties acknowledge that time is not of the essence in achieving each of the Development Phases.
- 4.2 Immediately after becoming aware of a potential or actual delay in achieving a Development Phase, the Developer will notify the Company in writing of the nature and cause of the delay and the steps being undertaken to overcome the delay.
- 4.3 The Company may in its absolute discretion, and on such terms as it may require, grant an extension of time for the achievement of a Development Phase as requested by the Developer.
- 4.4 If a delay in respect of any Development Phase continues for more than 30 days after the due date, such delay will constitute a Termination Event and the provisions of clause 12.2 will apply.
- 4.5 At the request of the Company (not exceeding more than one (1) request per calendar month), the Developer will report to the Company on the progress of the development of the Products. Such a report will be given to the Company within five (5) business days

of the Company making such a request.

- 4.6 The Developer must keep such records as stipulated in the Development Plan or as directed by the Company relating to the Developer's performance of its obligations under this Deed, to provide a full and proper account of the activities of the Developer in the performance of such obligations.
- 4.7 Upon reasonable notice having regard to the circumstances, the Company may inspect the records of the Developer referred to in clause 4.6 above relating to any matter under this Deed. Upon receipt of such notice the Developer must provide the stipulated records to the Company expeditiously together with all access codes and similar. In exercising its rights under this clause, the Company agrees at all times to act reasonably and will use its best endeavours to minimise any disruption to the Developer and to ensure that confidentiality is maintained.

5. TESTING THE PRODUCTS

- 5.1 The Company will conduct an Acceptance Test at its own cost and under the supervision of the Developer within 14 days of the completion of each Development Phase and in accordance with the Development Plan.
- 5.2 If the Company is satisfied that the Products at that Development Phase comply with the Acceptance Test, the Company will issue a Certificate of Acceptance for that Development Phase, within two Business Days of the Acceptance Test.
- 5.3 If the Company is not reasonably satisfied that the Products at that Development Phase comply with the Development Plan, the Company may by written notice to the Developer:
- (a) fix a new date for carrying out further tests on the same terms and conditions; or
 - (b) accept the Products conditionally; or
 - (c) reject the Products as not being in conformity with the Development Plan and, if the Developer does not remedy any non-compliance within 30 days thereafter, the Company may terminate this Deed and the provisions of clause 12.1 will apply.
- 5.4 If the Company accepts the Products at a Development Phase conditionally in accordance with clause 5.3(b), the Developer will ensure that the deficiencies are remedied in accordance with the terms of any conditional acceptance and, in any event, no later than by the completion of the final Development Phase.

6. WARRANTIES AND INDEMNITIES

- 6.1 Each party warrants that:
- (a) it has authority to enter into and to perform its obligations under this Deed;
 - (b) it has the ability to perform its obligations under this Deed; and
 - (c) it is authorised by all necessary government and other agencies and authorities to perform its obligations under this Deed and will continue to be authorised to perform this Deed.
- 6.2 The Developer warrants that the Products will:
- (a) perform in accordance with the Specifications;
 - (b) be fit for the purpose identified in the Specifications.

- 6.3 The Products must be developed and supplied by the Developer to the highest professional standard and in compliance with the Development Plan.
- 6.4 The Developer warrants that no literary or other works employed or created by the Developer in the development of the Products shall infringe any copyright, obligation of confidentiality, patent or other right of property or contractual obligations belonging to or benefiting any third party.
- 6.5 If the Developer is in breach of any term of this Deed, the Developer must upon request being made by the Company remedy such breach at no charge to the Company. Such remedy to the Company shall be without prejudice to any other right or remedy to which the Company may be entitled, whether at law, in equity or otherwise.
- 6.6 Each party must indemnify the other from and against any costs, damages, loss or liability of any kind (including indemnity legal costs and disbursements in defending or settling the claim giving rise to same) however suffered or incurred by the indemnified party by virtue of any breach of this Deed by the other party. Such indemnity shall extend (without limiting the generality of the foregoing) to any costs, damages, loss or liability (including indemnity legal costs and disbursements in defending or settling the claim giving rise to the same) incurred by the indemnified party by virtue of any injury or disability suffered by any employee or sub-contractor of the other party, arising by whatever legal theory (whether statutory, tortious or otherwise).

7. INTELLECTUAL PROPERTY

- 7.1 Subject to clause 7.4, the Developer hereby assigns to the Company all present and future Intellectual Property created by the Developer or any contractor or employee of the Developer (whether or not in normal business hours or using the Premises or the equipment of the Company or the Developer), and the Developer acknowledges that by virtue of this clause, ownership of all Intellectual Property vests in the Company and, on their creation, any future rights will vest in the Company.
- 7.2 The Developer must disclose all Intellectual Property created by the Developer or any contractor or employee of the Developer as described in clause 7.1 above.
- 7.3 The Developer must both during and after the period of this Deed do all such acts and things, and sign all such documents, as the Company or its attorneys may reasonably request to secure the Company's ownership or rights in the Intellectual Property.
- 7.4 The Developer must use its best endeavours to protect all Intellectual Property rights in or related to the Products or created under this Deed and in particular must ensure that any employee or contractor of the Developer engaged for the purposes of this Deed execute a valid assignment of any Intellectual Property rights to which they would otherwise be entitled in relation to the Products and the subject matter of this Deed.
- 7.5 Where any Intellectual Property rights are owned by a third party ('third party rights'), the Developer will ensure that the use, reproduction and commercial exploitation of the Products will not infringe any such third party rights and that no fees, royalties or other payments are payable in respect of such third party rights as a result of any such use, reproduction and commercial exploitation unless agreed by the parties in writing to the contrary.

8. CONFIDENTIALITY

- 8.1 The Developer and the Company agree that during the term of this Deed they may become acquainted with or have access to Confidential Information belonging to the other party, and agree both during and after the term to maintain the Confidential Information and to prevent its unauthorised disclosure to or use by any other person,

firm or company, unless or until authorised in writing to disclose any Confidential Information by the other party or any of its related bodies corporate.

- 8.2 The parties agree that they shall not:
- (a) use the Confidential Information for any purpose other than for the benefit of the other party during or after the term of this Deed;
 - (b) remove or permit to be removed the Confidential Information from any Premises at which it is held under the terms of this Deed, without the written consent of the other party;
 - (c) for whatever reason, either for themselves or any third party, appropriate, copy, memorise or in any manner reproduce any of the Confidential Information.
- 8.3 The parties must use their best endeavours to ensure that their employees, agents, contractors and related entities do not make public or disclose any confidential information and agrees that they may only make disclosure to such persons if they need to know the information to perform their duties or for other proper purposes under this Deed and only after they have executed an Deed in similar terms under which they are bound to observe such obligations of confidentiality for the benefit of the other party.
- 8.4 The parties agree to return any or all Confidential Information howsoever embodied on the request of the other party.
- 8.5 The parties agree that they shall not, both during or after the term of this Deed for whatever reason, make improper use of the Confidential Information acquired by virtue of this Deed, to gain, directly or indirectly, an advantage for themselves or for any other person or to cause detriment to the other party.
- 8.6 Nothing in this Deed shall impose an obligation on a party with respect to maintaining confidence regarding information which is generally known or available by publication, commercial use or otherwise than as a result of a breach by that party of its obligation in this section.

9. REMUNERATION

- 9.1 The Company will pay the Developer's Fee to the Developer in the manner and at the times as set out in Item 4 of the Schedule.
- 9.2 The Company shall reimburse the Developer for such out-of-pocket expenses reasonably incurred by the Developer under this Deed, provided that such expenses were approved in writing by the Company prior to the Developer incurring the expenses.

10. EMPLOYEES

- 10.1 If the Developer wishes to carry out part of the development of the Products by one or more employees or contractors of the Developer the consent in writing from the Company must first be obtained and no such employee or contractor shall have access to any Confidential Information unless approved by the Company in writing and once approval has been obtained there shall be no variation unless such variation is agreed by the Company in writing.
- 10.2 If Clause 10.1 applies, the Developer agrees to use employees or contractors with proper qualifications and skill necessary for their work under this Deed. If the Company, acting reasonably, believes that a contractor or employee is incapable of adequately performing the work, is or may be likely to act dishonestly or otherwise in breach of this Deed, it may give written notice to the Developer requiring it to replace the contractor or employee. The Developer must investigate the matter urgently and must replace the contractor or employee unless it can demonstrate to the Company's satisfaction that its beliefs are unfounded.

11. TRAINING AND DOCUMENTS

- 11.1 The Developer will provide to the Company, and any other person nominated by the Company, such training as provided in the Development Plan and such usual documentation as reasonably required to enable the Company to properly operate, effectively use and commercially exploit the Products.
- 11.2 Subsequent to delivering the Products and notwithstanding termination or expiry of this Deed, the Developer will, for a period of three (3) months, provide the Company with support at no charge as reasonably required to assist the Company in the use of the Products and all analysis and programming services necessary to correct and resolve any errors or problems in the Products caused by or attributable to the work of the Developer under this Deed.

12. TERMINATION

- 12.1 Either party (not being in default) may immediately terminate this Deed by written notice to the other, if:
- (a) the other party commits a breach of this Deed or is in default of any provision of this Deed and the defaulting party fails to correct such breach or default within 14 days of receiving notice specifying such breach or default;
 - (b) the other party is insolvent or otherwise unable to pay its debts as and when they fall due;
 - (c) an administrator, trustee in bankruptcy, receiver, liquidator or controller is appointed to the other party;
 - (d) the other party commits a material breach of this Deed; or
 - (e) a party exercises its rights to terminate under any other part of this Deed.
- 12.2 The termination of this Deed is without prejudice to any rights which have accrued to a party before the date of termination.
- 12.3 The Developer acknowledges and accepts that if the Company is in breach of this Deed, the Developer's remedies will not include indirect or consequential losses.
- 12.4 Without prejudice to any other right or action or remedy which the Company may have, if the Developer is in breach of any term of this Deed, the Company may suspend payment of any Developer's Fee due at that time under this Deed until such breach is rectified.
- 12.5 This Deed will terminate on completion of all of the Developer's obligations herein.
- 12.5 On expiration or termination of this Deed the Developer will deliver to the Company, in the format and in the manner directed by the Company, the Products as developed as at the date of termination together with Documentation, Software, code and related property.

13. INSURANCE

- 13.1 The Developer will take out and maintain such policies of insurance as a prudent developer carrying out its work under this Agreement would be expected to take out and maintain and if requested by the Company on reasonable notice will supply the Company with certificates of currency or similar evidence of such insurance. At the minimum such insurance will include professional indemnity cover. The parties intend that reasonable notice should be a period of ten (10) business days.
- 13.2 The Developer will cause the Company's insurable interest (if applicable) to be noted on

any policy of insurance taken out under this clause.

13.3 The Developer will deliver copies of such policies or proof of their currency to the Company as soon as practicable and in any event within 28 Business Days after execution of this Agreement.

13.4 The insurance policies will:

- (a) name the Developer and the Company as co-insured;
- (b) include a clause enabling one insured person to claim against the insurer where another insured person would have been entitled to claim against the insurer, but is precluded from doing so for any reason, including but not limited to, a breach of the policy by that other insured person; and

include a cross liability clause enabling one insured person to claim against the insurer even if the party making the claim against the insured person is also insured under the policy.

14. RELATIONSHIP OF PARTIES

The Developer's relationship with the Company shall be that of principal and independent contractor. Neither the Developer nor the Company shall have (and shall not represent that it has) any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in the other's name. Nothing stated in this Deed shall be construed as constituting the Company and the Developer as partners, principal and agent or employer and employee.

15. RETURN OF DOCUMENTATION

Upon the termination of this Deed for any reason the Developer shall leave with the Company all records, books, drawings, note books and other documentation and things pertaining to the Products and to the Confidential Information whether prepared by the Developer or any other person, and any equipment or the devices owned by the Company then in the possession of the Developer or any employee or contractor of the Developer, and the Developer will ensure that all such information is deleted from any computer or electronic information retrieval system under the control of the Developer or any of his employees or contractors.

16. GOODS AND SERVICES TAX

16.1 The price paid to the Developer under this Deed shall be inclusive of GST and the Developer will provide the Company with a tax invoice in respect to any required payments.

16.2 Notwithstanding clause 16.1, the Company has no liability to pay any amount to the Developer for or on account of GST unless the Developer has first delivered to the Company a tax invoice for the amount of such GST referable to the taxable supply, including such particulars as may be required by the GST Law from time to time.

16.3 If, for any reason and at any time, GST is assessed by the ATO as payable by any party to this Deed upon any supply provided for in this Deed ('additional GST assessment') and for which GST no provision, or improper, ineffective or inadequate provision, is made in this Deed:

- (a) the party who made the supply shall, as soon practicable after becoming aware of the additional GST assessment, issue to the tax payer, an Adjustment Note or Tax Invoice, as the case requires, in respect of the original supply and the additional GST assessment;

- (b) the tax payer shall, upon receipt of such Adjustment Note or Tax Invoice, immediately pay to the Developer the amount of the additional GST assessment. In default of payment the Developer may recover from the tax payer the amount of the additional GST assessment, together with any other amounts payable on account of or in relation to the additional GST assessment, as a liquidated debt, plus any legal costs, calculated as between solicitor and own client, reasonably incurred by the Developer in or in relation to such recovery.

16.4 For the purposes of this Deed:

- (a) **'Adjustment Note'** means an adjustment note under the GST Law;
- (b) **'ATO'** means the Australian Taxation Office or such other statutory authority or person charged with the administration of the GST Law from time to time;
- (c) **'GST'** means a tax, levy, duty, charge or deduction, together with any related additional tax, interest, penalty, fine or other charge, imposed by or under a GST law;
- (d) **'GST Law'** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* or an Act imposing, or relating to the imposition or administration of such a tax;
- (e) **'Tax Invoice'** means a tax invoice under the GST Law; and
- (f) **'Taxable supply'** means a supply which is subject to the GST Law and which is not exempt from the GST law and, unless the context otherwise requires, "supply" has a corresponding meaning.

17. DISPUTE RESOLUTION

- 17.1 If a party gives notice to the other that a dispute has arisen in relation to the subject matter of this Deed the parties must use their best endeavours and act bona fide in an attempt to resolve such dispute within fourteen (14) days of such notice.
- 17.2 If the dispute cannot be resolved, the dispute must be referred to a mediator sitting in Brisbane nominated by either party and agreed to by the other. Failing such agreement, the mediator will be appointed at the request of either party by the Australian Commercial Disputes Centre Queensland and the mediation will proceed in accordance with the rules of that Body.
- 17.3 If the mediation fails to resolve the dispute within thirty (30) days of appointment of the mediator, but not otherwise, a party may commence litigation in relation to the dispute.
- 17.4 Notwithstanding Clause 17.3 above, a party may at any time seek injunctive relief against the other party.

18. GENERAL

- 18.1 **Notices.** All notices and consents required or permitted to be given under this Deed shall be in writing and given by personal service, pre-paid postage, facsimile transmission or email transmission at the addresses of the parties set out in this Deed or to such other address as either party may designate to the other by written notice.
- 18.2 **Assignment.** Neither this Deed nor any rights or obligations hereunder may be assigned or otherwise transferred by the Developer without the prior written permission of the other.
- 18.3 **Governing law.** This Deed shall be governed by the laws of Queensland and the parties submit to the jurisdiction of that State.

- 18.4 Force Majeure. A party is not liable for its inability to perform, or for any delay in performing, any of its obligations under this Deed if that inability or delay is caused by a Force Majeure Event.
- 18.5 Modification. This Deed may be modified only in writing signed by duly authorised persons for both parties.
- 18.6 Severability. If any provision of the Deed should be held to be invalid in any way or unenforceable, the remaining provisions shall not in any way be effected or impaired thereby, and this Deed shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.
- 18.7 Legal Advice. The Developer acknowledges that this document is prepared by french.commercial lawyers as Solicitors for the Company and that they do not represent him. The Developer upon signing this document acknowledges that he has obtained independent legal advice about its effect and meaning.

EXECUTED as a Deed.

EXECUTED BY ALLOTZ.COM
 LIMITED (ACN 118 777 245) in
 accordance with the Corporations Act
 2001 and in the presence of:

..... MARTIN MCCONNACHIE

..... *[Signature]*

..... *[Signature]*

Signature of Witness

..... V INGRAM

Name of Witness

EXECUTED BY DANIEL PAUL RUUL
 in the presence of:

..... Daniel Ruul

..... *[Signature]*

Signature of Witness

..... V INGRAM

Name of Witness

SCHEDULE 1

Item 1

Commencement date: Date of this Deed

Item 2

Name and address of Company: ALLOTZ.COM LIMITED ACN 118 777 245
of C/Quill Group, Level 6 Seabank Building,
12-14 Marine Parade, Southport QLD 4215

Item 3

Name and address of Developer: DANIEL PAUL RUUL
of 24 Camelot Crescent, Hollywell Qld 4216

Item 4

Developer's Fee: Such fees as the Company and the Developer
may agree upon, to be recorded in writing.

SCHEDULE 2**The Products**

A business to business web based application, designed specifically for accommodation properties to manage and distribute their inventory automatically across a broad range of online travel resellers and intermediaries. The website and database application will achieve and involve/require the following:

1. Provide member login and credit card payment gateway for membership fees.
2. Provide Search Engine analysis of the top ranking reseller sites for a property in any given area by location as well as commission rates charged.
3. Provide a complete accommodation package building database and client interface for members to create packages, rates and seasons as well as allotments for distribution.
4. Allow members to selectively distribute packages to as many channels as their membership rate allows.
5. Statistically report on yield and performance for each client.
6. Perform advanced, automatic distribution management functions as per the Intellalotz model.
7. Incorporate the elements described as "the invention" below.
8. Develop a communication interface based on XML in accordance with the Open Travel Association standard.
9. Build the website interface for the entire site.

FIELD OF THE INVENTION

The present invention relates to intelligent communication, analysis and re-distribution of inventory between accommodation properties and the online travel resellers, portals, airlines and agencies.

SUMMARY OF THE INVENTION

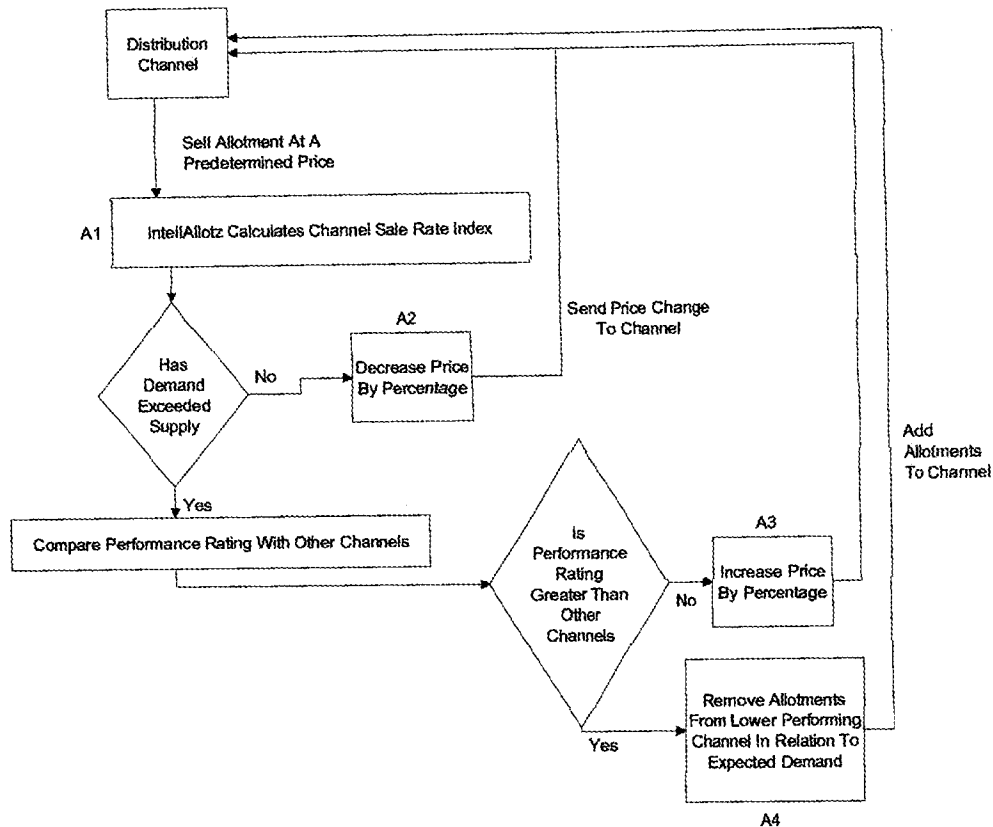
Allotz.com Limited will be the provider of a business to business website designed for its accommodation provider members to place their entire accommodation inventory required to be sold online via third party online resellers in a single location, this will also include the property's own online booking engine on their own website. The implementation of the invention will intelligently manage room allotments between different distribution channels. IntellAllotz will work out the rate of inventory sale for all properties and for each individual property, it will know the sale price and rate of commission and work out each channels performance rating. This performance rating will enable the system to intelligently re-assign distribution of property's inventory to any reseller online based on inventory demand and profit for the property, this assignment will be influenced by a minimum sale rate for all inventory sold. IntellAllotz will also calculate the sale rate index, which is the amount of rooms sold per hour in relation to the amount of rooms available to the channel. With the performance rating

and the sale rate index IntellAllotz will calculate how many rooms to allocate to a particular channel and the price at which it is sold for to maximize profit for the property.

We have to calculate the maximum rooms possibly sold to the channel with the highest performance rating.

Normally performance is based on a fixed rate for a room often referred to as a rack rate, IntellAllotz however, allows for the setting of a minimum room rate and can adjust prices up from or back to that price based on channel performance to maximize potential profit. If the online reseller channel has higher demand than availability, it can automatically increase the room rate to maximize profit. IntellAllotz can also increase the rate on high room selling channels that have a high rate of agents commission to bring their performance rating equal to or higher than other channels with lower agents commission. With this technique IntellAllotz can maximize profit on a range of competing channels. So the rate at which a channel is selling compared to its performance rating is directly proportional to a surplus of supply and the rate at which the room is being sold. Basically the supply and commission control the rate at which a room is sold for each channel. If a shortage of supply should occur all channels will increase in price but if there is an abundance of supply they will decrease to a price relative to their performance rating. The property would have to set a rate of change that would be used to increase or decrease the rate at which the room would be sold i.e. 10%. Performance would be calculated per hour and related to previous statistical analysis of the targeted date range.

FIGURE 1.1



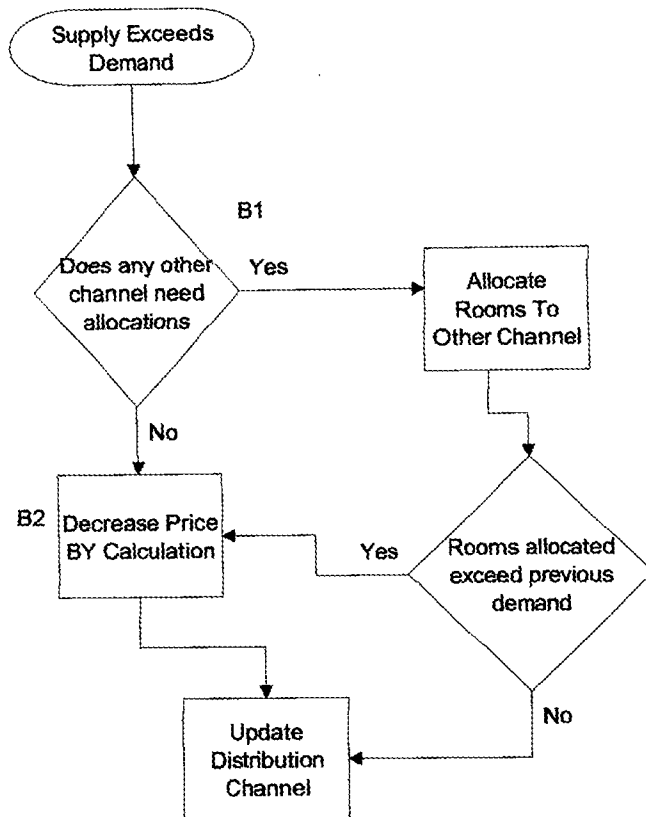
Explanation of FIGURE 1.1

This is a systems flowchart of how IntelliAlotz works. The Distributions Channel is any user selected third party reseller that stocks real-time property availabilities. Via a XML standard IntelliAlotz will dynamically allocate/reallocate/update/query allotments to these channels.

A1 is where IntelliAlotz works out the Channel Sale Rate Index. This value is a calculation of Amount Sold in a period of time divided by the amount allocated. This value is then multiplied by 100 to get a percentage.

This then can lead into A2 where supply exceeds demand; FIGURE 1.2 explains it in more detail.

FIGURE 1.2



In B1 if supply exceeds demand IntellAllotz checks to see if other channels are in need of allotments, if they are it removes them from the original channel and adds them to the channel in need. B2 has a calculation that involves the minimum rack rate, the current rate and the surplus percentage. IntellAllotz will adjust the performance rating by 10% at a time and in this case it is a decrease. If a channel had a performance rating of 90 selling rooms at \$100 with a commission of \$10 and we wanted to reduce its performance rating by 10% we would use the calculation

$$90 * 0.9 = 81$$

$$81 + \$10(\text{commission}) = \$91 \text{ sale rate}$$

If the minimum sale rate was below the new rate then \$91 would be the new sale price otherwise the minimum sale rate would be the new price.

The reverse can be said for A4 where an increase is used instead. The same adjustment rate of 10% is used, so if a channel with a performance rate of 90 selling rooms at \$100 with a commission of \$10 is increased by 10% we would use the calculation

$$90 * 1.1 = 99$$

$$99 + \$10(\text{commission}) = \$109 \text{ sale rate}$$

SCHEDULE 3

Specifications - See Clause 3

SCHEDULE 4

Development Plan - See Clause 3