

<b>PATENT ASSIGNMENT COVER SHEET</b>
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHUNG KWONG YEUNG	12/29/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IEMIS (HK) LIMITED
<b>Street Address:</b>	UNIT 3, 14/F CHARM CENTRE, 700 CASTLE PEAK RD.
<b>City:</b>	KOWLOON
<b>State/Country:</b>	HONG KONG
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17306726
<b>CORRESPONDENCE DATA</b>	
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<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	10140319-50857562
<b>NAME OF SUBMITTER:</b>	NHIA LEE
<b>SIGNATURE:</b>	/Nhia Lee/
<b>DATE SIGNED:</b>	01/05/2023
<b>Total Attachments: 7</b>	
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## INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement (this "**Agreement**") is made on this [29/12/2022] (the "**Effective Date**") by and between:

1. Chung Kwong Yeung, whose residential address is at Room 2275, 22/F, Block 13, Hong Kong Parkview, 88 Tai Tam Reservoir Road, Hong Kong (the "**CKY**"); and
2. iEMIS (HK) Limited, [a Hong Kong corporation having its registered office at Unit 3, 14/F Charm Centre, 700 Castle Peak Rd., Kowloon, Hong Kong] (the "**iEMIS**").

CKY and iEMIS shall be collectively referred to as the "**Parties**", and individually as a "**Party**".

### RECITALS

**WHEREAS**, CKY is the inventor and owner of the Inventions and patent applications set out in Schedule 1; and

**WHEREAS**, CKY has agreed to assign the Inventions, and all its rights, title and interest therein to iEMIS on the following terms and conditions.

**NOW, THEREFORE**, in consideration of the foregoing, the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows.

### DEFINITIONS

For the purposes of this Agreement, the following terms have the respective meanings set forth below.

**"Confidential Information"** means all confidential or proprietary information of a Party ("**Discloser**") disclosed by or on behalf of Discloser to the other Party ("**Recipient**"), whether before or after the Effective Date, whether disclosed or obtained orally, in writing, in electronic form or in any other tangible or intangible medium, by observation or otherwise, including but not limited to (i) proprietary, developmental, technical, marketing, sales, operating, performance, cost, know-how, business, client, customer, supplier and process information, testing procedures, analysis and performance information, product designs, product specifications, patent applications, business plans, financial information, computer programming techniques, software, user documentation and all record-bearing media containing or disclosing such information, (ii) in the case of CKY as the Discloser, without limitation, contemplated, planned, and/or actual use(s), implementations, applications, and/or commercialization, directly or indirectly, of the Transferred Rights, (iii) the terms and conditions of this Agreement and the amounts paid by the Parties hereunder, and (iv) any memoranda, drawing, graph, procedure, data, manual, methodology, formula, compilation, study, or other document or work prepared by or on behalf of Recipient to the extent containing or reflecting, or developed or derived from, the information set forth in sub-clauses (i) through (iii). "Confidential Information" shall not include any information which Recipient can demonstrate (a) is or becomes part of the public domain through no fault of Recipient, (b) is lawfully obtained from any third party which is under no obligation to protect the confidentiality thereof, or (c) has been independently developed without use of or reference to the Confidential Information.

**"Intellectual Property"**, **"Intellectual Property Rights"**, **"IP Rights"**, and **"IP"** means any and all intellectual property and proprietary rights existing from time to time anywhere in the world under any law or regulation, including without limitation any patent, Know-How, utility model, copyrights, moral right, rights under unfair competition law, trade mark, and any right or form of protection of a similar nature or having equivalent effect to any of the foregoing which may subsist anywhere in the world, and applications, renewals, extensions and restorations for any of the foregoing now or

hereinafter in force or effect. For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor's certificates) anywhere in the world, including without limitation any provisionals, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuations, continuations in part, continued prosecution applications, requests for continued examination, and other corresponding or similar filings or stages thereof provided for under the laws of any jurisdiction or country.

"**Know-How**" means know-how, trade secrets, ideas, discoveries, specifications, inventions (whether patentable or un-patentable), processes, methods, procedures, formulas, source and object codes, algorithms, data, programs, other works of authorship, improvements, developments, designs, drawings, graphs, estimates, operational parameters, manuals, documentation, methodologies, formulae and techniques, standard operating procedures, training materials, and all other proprietary technical, research and development information (including but not limited to information related to procurement of materials and equipment, suppliers, staffing, contractors and legal and regulatory compliance).

"**Transferred Rights**" means (i) the Intellectual Property set out in Appendix A of this Agreement; (ii) any and all improvements, modifications, new versions, bug fixes, and/or amendments to the foregoing, including any and all innovations and/or inventions based upon and/or relying on the foregoing; (iii) any and all Intellectual Property Rights in and to any of the foregoing including, but not limited to, patents for any and all new inventions; (iv) any and all Intellectual Property applications, amendments, and/or filings, including but not limited to, provisionals, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuations, continuations in part, continued prosecution applications, requests for continued examination, and other corresponding or similar filings or stages of any of the foregoing that relate to and/or result from, directly or indirectly, any of the foregoing; and (v) any and all grants, issuances, registrations, and/or other protections resulting, directly or indirectly, from any application, amendment, filing, prosecution, perfection, and/or maintenance of any of the foregoing.

Words importing the singular include the plural and vice versa.

All headings are for convenience only and shall not affect interpretation of this Agreement.

A reference to a Section or Appendix is a reference to a section or appendix of this Agreement unless expressly indicated otherwise.

All Appendices hereto are an integral part of this Agreement. In the event of a conflict or inconsistency between any part in the Agreement and any of the Appendices, the Agreement shall at all times prevail to the extent of such conflict or inconsistency.

References to "hereof", "herein" or "hereto" or other words of similar import shall be read as references to this Agreement.

All dates and/or times referred to in this Agreement shall be local dates and times in Hong Kong.

A reference to CKY or iEMIS includes successor(s) and permitted assign(s) of CKY and iEMIS, respectively.

#### **TRANSFER OF TRANSFERRED RIGHTS**

1. **Transferred Rights.** For good and valuable consideration paid by iEMIS to CKY, the receipt and sufficiency of which is hereby acknowledged by the Parties, and subject to the terms and conditions of this Agreement, CKY hereby transfers and assigns to iEMIS, with full title guarantee and with effect from the Effective Date, all of its right, title and interest in and to the Transferred Rights, together with the right to enforce and pursue any and all forms of

legal action in respect of any and all acts of violation and/or infringement of the Transferred Rights globally, whether occurring before or after the Effective Date.

2. **Registration/recordal with relevant Intellectual Property Offices.** Unless mutually agreed to by the Parties otherwise, iEMIS shall proceed with the registration/recordal of this Agreement with the relevant Intellectual Property Offices within a commercially reasonable period of time after the date of this Agreement. All fees and other costs in relation to the registration/recordal referred to in this Article 2 shall be borne by iEMIS.
3. **Prosecution.** iEMIS shall have the sole right to prosecute the Transferred Rights before any relevant Intellectual Property Office. With respect to all granted, issued, and/or registered patents resulting from the Transferred Rights, iEMIS shall have the sole right to maintain such patents.
4. **Continued Assistance.** CKY shall cooperate with and render all assistance requested by iEMIS in the prosecution, filing, perfection, and/or maintenance of all rights in and to the Transferred Rights and shall sign any and all legal papers and provide iEMIS with requested data and other information in support of such prosecution, filing, perfection, and/or maintenance of such rights in the Transferred Rights.
5. **Power of Attorney.** CKY hereby irrevocably designates and appoints iEMIS and its duly authorized officers and agents as its agents and attorneys-in-fact (each as applicable), to act in its behalf and/or instead of CKY, to execute and/or file any application, and/or to do all other lawfully permitted acts to further the prosecution and/or issuance of any or all of the Transferred Rights provided for herein with the same legal force and effect as if performed and/or executed by CKY. This power of attorney shall be irrevocable.
6. **Interim Rights.** The Parties recognize that there may be certain jurisdictions (the "**Delayed Jurisdiction(s)**") that may not fully recognize the transfer of right, title, and/or interest in and to one or more of the Transferred Rights referred to in Article 1 until this Agreement has been duly registered/recorded with a relevant Intellectual Property office pursuant to Article 2. For such Delayed Jurisdiction(s) referred to in this Article 6, CKY hereby agrees to grant to iEMIS a royalty free and sublicensable exclusive license to such Transferred Rights as of the Effective Date as if iEMIS were already the registered legal owner and shall be free to use, exploit, and/or otherwise exercise its rights as the proprietor, including prosecute the Transferred Rights before any relevant Intellectual Property office, notwithstanding that the transfer of the Transferred Rights may not be fully recognized and/or take effect in such Delayed Jurisdiction(s) until completion of registration/recordation of the Transferred Rights with a relevant Intellectual Property office.

#### CONFIDENTIAL INFORMATION

7. Recipient agrees to maintain strict confidentiality with respect to all Confidential Information of Discloser and not disclose such Confidential Information to any third party; *provided*, that Recipient may disclose such Confidential Information to its employees, advisors, attorneys and potential financing sources provided any such Party is bound by written confidentiality obligations with respect to the Confidential Information no less restrictive than those set forth herein. Recipient shall (i) use the Confidential Information of the Discloser only for purposes expressly permitted by this Agreement, and (ii) not use any Confidential Information to (a) circumvent or engineer around any of Discloser's registered or unregistered Intellectual Property Rights or (b) reverse-engineer, decompile, disassemble, modify or copy any concept, design, product, part, sample or any other tangible component of such Confidential Information.

8. Recipient agrees to take all actions necessary to protect the Confidential Information of Discloser, including without limitation implementing and enforcing (i) operating procedures to minimize the possibility of unauthorized use or copying of such Confidential Information, and (ii) other protections to prevent unauthorized use, access or disclosure of or to such Confidential Information no less protective than Recipient uses to protect its own confidential or proprietary information of a similar nature and that establish no less than a reasonable degree of care.
9. Recipient may disclose Confidential Information of Discloser if, and only to the extent (based upon advice of its counsel), required by law, rule or regulation or any administrative, regulatory, banking or legal process (including but not limited to oral questions, interrogatories, requests for information or subpoena of documents, civil, judicial or administrative investigative demand, or similar process) to be disclosed, whether in connection with obtaining any governmental approval required by, contemplated by or necessary under this Agreement or otherwise, provided that Recipient gives Discloser (i) prompt written notice of such requirement or legal process so that Discloser may seek a protective order or other remedy prior to such disclosure, and (ii) assistance in obtaining an order protecting the information from public disclosure or reliable assurances that confidential treatment will be accorded the Confidential Information so disclosed.
10. It is expressly agreed and understood by each Party that, except as set forth herein, all Confidential Information furnished to Recipient by Discloser is and will remain the sole property of Discloser.
11. Recipient acknowledges and agrees that any threatened or actual breach by Recipient of this Articles 7-11 shall constitute immediate, irreparable harm to Discloser that cannot be compensated by money and as to which equitable remedies shall be awarded by a court of competent jurisdiction. In the event of a breach of any of Articles 7-11, the non-breaching Party shall be entitled to obtain a temporary restraining order, preliminary and permanent injunctive relief, damages, and the costs of litigation (including reasonable attorneys' fees).

#### GENERAL PROVISIONS

12. **Assignment.** No Party may assign or delegate its rights or obligations under this Agreement to any third party without the written consent of the other Party.
13. **Notices.** Notices hereunder must be in writing and given to the other Party by in-hand delivery, by first class mail, postage prepaid, or by air courier to the mailing address set forth above or to such other address as either Party may designate. Notices shall be effective when received.
14. **Severability.** In the event that one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall to the extent of such illegality or unenforceability be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
15. **Amendment.** Any amendment, supplement or alteration to the terms or conditions of this Agreement shall be given effect only if it is in written form and signed by the authorized representatives of the Parties.
16. **Governing Law.** The construction, validity and performance of this Agreement shall be governed in all respects by the laws of [Hong Kong].
17. **Entire Agreement.** This Agreement as executed by the authorized representatives of the Parties constitutes the entire understanding between the Parties on the subject matter hereof

and supersedes and cancels all previous agreements, understandings, representations and warranties, written or oral, made by or between the Parties in relation to such subject matter. Each Party acknowledges that in entering into this Agreement, it has not relied on any previous or implied representation, warranty, agreement or statement not expressly set out in this Agreement and it will have no right or remedy arising out of any such representation, warranty, agreement or statement.

18. **Dispute Resolution.** Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its interpretation, existence, validity, breach or termination ("**Dispute**"), shall be referred to and finally resolved by arbitration administered by [the Hong Kong International Arbitration Centre ("**HKIAC**"). There shall be one (1) arbitrator, who shall be selected by the HKIAC and shall be qualified to practice law in Hong Kong. The arbitration proceedings shall be conducted in English. The seat of arbitration shall be Hong Kong. The arbitration tribunal shall apply the HKIAC Administered Arbitration Rules of the HKIAC in effect at the time of Dispute. However, if such rules are in conflict with the provisions of this Article 18, including the provisions concerning the appointment of the arbitrator, the provisions of this Article 18 shall prevail. The arbitrator shall decide any Dispute submitted by the Parties to the arbitration strictly in accordance with the substantive law of Hong Kong and shall not apply any other substantive law. Each Party shall cooperate with any other Party to the Dispute in making full disclosure of and providing complete access to all information and documents requested by such Party in connection with such arbitration proceedings, subject only to any confidentiality obligations binding on the Party receiving the request. The award of the arbitration tribunal shall be final and binding upon the Parties, and any Party to the Dispute may apply to a court of competent jurisdiction for enforcement of such award].
19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each Party has executed at least one counterpart.

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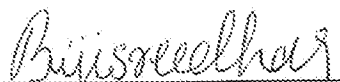
IN WITNESS WHEREOF the hands of the respective duly authorized representatives of the Parties hereto the day and year first above written.

SIGNED for and on behalf of )  
Chung Kwong Yeung )



\_\_\_\_\_  
Name: Chung Kwong Yeung

SIGNED for and on behalf of )  
IEMIS )



\_\_\_\_\_  
Name: Biji Sreedhar  
Title: Director of Clinical Affairs & IP Management



Appendix A

Title	Patent application details
Surgical systems and devices, and methods for configuring surgical systems and performing endoscopic procedures, including ERCP procedures	U.S. Patent Application No. 17/306,726 Filed on 3 May 2021 Inventor: Yeung Chung Kwong Applicant: Yeung Chung Kwong
Surgical systems and devices, and methods for configuring surgical systems and performing endoscopic procedures, including ERCP procedures	PRC Patent Application No. 202111171318.2 Filed on 8 October 2021 claiming priority to U.S. Patent Application No. 17/306,726 Inventor: Yeung Chung Kwong Applicant: Yeung Chung Kwong