

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8182626

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	YANIS TSOMBANIDIS	03/01/2013
RECEIVING PARTY DATA		
Name:	ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LIMITED	
Street Address:	85 EPPING ROAD	
Internal Address:	BUILDING A, PINNACLE OFFICE PARK	
City:	NORTH RYDE	
State/Country:	AUSTRALIA	
Postal Code:	2113	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17701576
CORRESPONDENCE DATA		
Fax Number:	(303)223-8080	
<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:	303-223-1100	
Email:	vbrown@bhfs.com	
Correspondent Name:	S. CRAIG HEMENWAY	
Address Line 1:	675 15TH STREET	
Address Line 2:	SUITE 2900	
Address Line 4:	DENVER, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	ARI0013.USU1 P06372USP1U1	
NAME OF SUBMITTER:	VALERIE H. BROWN	
SIGNATURE:	/Valerie H. Brown/	
DATE SIGNED:	09/22/2023	
Total Attachments: 13		
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EMPLOYMENT AGREEMENT

BY AND BETWEEN

ARISTOCRAT TECHNOLOGIES, INC.



AND

YANIS TSOMBANIDIS

EFFECTIVE AS OF MARCH 1, 2013

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement") is entered into by and between Aristocrat Technologies, Inc. ("Company") and Yanis Tsombanidis ("Employee") and shall become effective as of March 1, 2013 ("Effective Date").

WHEREAS, Company and its subsidiaries and related entities, including any such entity which is under the common control of any such related entity (individually and collectively referred to as the "Affiliates"), are engaged in the business of designing, developing, manufacturing, marketing, selling and distributing gaming machines, casino management systems, software, signs and associated equipment and services throughout the world (the "Company's Business");

WHEREAS, Employee is currently employed by Aristocrat under Aristocrat Technologies Australia PTY Limited under International Long Term Secondment - Extension effective date of January 26, 2011 ("Prior Agreement") and Aristocrat and Employee mutually desire to terminate the Prior Agreement; and

WHEREAS, Company and Employee desire to enter into this Agreement to, among other things, assure Company of the continued and exclusive services of Employee and to set forth the terms and conditions of Employee's continued employment with Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, Company and Employee agree as follows:

1 EMPLOYMENT.

1.1 **Position.** Company will employ Employee in the position referred to in the job description attached hereto as Exhibit "A". Company, at its sole discretion, reserves the right to review and to change or modify Employee's title, duties, responsibilities and/or reporting structure from time to time. Changes in title, duties, responsibilities or reporting structure shall not affect the validity of this Agreement. The terms of your employment under this Agreement is based on certain contingencies and condition precedents set forth in the Offer Letter, attached hereto as Exhibit "B".

1.2 Prior Agreement and Term.

- (a) This Agreement and the terms and conditions of Employee's employment will be deemed to be effective as of the Effective Date and will continue for *two (2) years* from the Effective Date (the "Term"), unless this Agreement is otherwise terminated as set forth below in Section 2. Upon expiration of the Term or any written extension thereof, whichever is later, Employee's employment with Company will become "at will."
- (b) Company and Employee agree that: (i) the Prior Agreement shall have terminated and expire as of the Effective Date and (ii) without limiting Section 20 of this Agreement, as of the Effective Date, this Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes the Prior Agreement.

Date: March 1, 2013

 (Initials) John Stevens

 (Initials) Yanis Tsombanidis

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2 TERMINATION AND THE AFFECT THEREOF.

2.1 Termination of Employment.

- (a) Trial Period. There shall be no trial period.
- (b) Termination by Employee. The Employee shall have the right at any time to terminate or resign his/her Employment with the Company upon **thirty (30) days** prior written notice. Employee's rights to receive salary and any benefits (except to the extent required by COBRA) hereunder shall immediately terminate as of the termination/resignation date and Employer will be relieved of any and all obligation and/or liability to Employee hereunder or otherwise. However, should Employee terminate or resign his/her employment within eighteen (18) months from the date of relocation, Employee shall promptly (upon termination or resignation) reimburse Company all relocation costs and expenses paid, expended and/or incurred on Employee's behalf.
- (c) Termination by Company For Cause. Company shall have the right to terminate Employee's employment "For Cause." Should Employee be terminated For Cause, all of Employee's rights to receive salary and any benefits hereunder shall terminate as of the separation date. Employee

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 (Initials) Yanis Tsombanidis

shall not be eligible ~~and~~ shall have no right to Severance for any termination For Cause. However, should the Employee's employment terminate For Cause within eighteen (18) months from the date of relocation, Employee shall promptly (upon termination) reimburse Company all relocation costs and expenses paid, expended and/or incurred on Employee's behalf. For purposes of this Agreement, the term "For Cause" shall include, but is not necessarily limited to, any of the following:

- (i) Employee's breach of any term of this Agreement;
 - (ii) Employee's conviction by, or entry of a guilty plea or nolo contendere plea in a court of competent jurisdiction for any crime or misdemeanor that, in Company's sole discretion, (directly or indirectly) adversely affects Company and/or its Affiliates including, but not necessarily limited to, any crime that: (A) impacts the reputation of Company and/or its Affiliates, (B) involves moral turpitude, or (C) is punishable by confinement or imprisonment;
 - (iii) A determination made by any gaming regulatory body, in any jurisdiction in which Company and/or its Affiliates hold or is seeking a gaming license, of Employee's unsuitability for licensing and/or Company's and/or one or more of its Affiliates' receipt of notification that Employee's continued employment may jeopardize any of Company's and/or its Affiliates' gaming licenses;
 - (iv) Employee's commission of any act of fraud and/or misrepresentation upon Company and/or any of its Affiliates and/or any other person or entity and/or any act of personal dishonesty, incompetence, negligence or willful or negligent misconduct;
 - (v) Employee's abuse of alcohol or any abuse of a controlled substance;
 - (vi) Employee's poor performance, inability and/or failure to achieve goals, inability and/or failure to work well with others, any act of insubordination, excessive absenteeism and/or tardiness;
 - (vii) Employee's failure and/or refusal to follow any lawful instruction from the Employee's immediate supervisor(s), the CEO/President, CFO, Board of Directors and/or any individual member of the Board of Directors; or
 - (viii) Employee's commission of any act that constitutes a breach of a fiduciary duty, a breach of a duty of loyalty or a violation of any Company policy.
- (d) Termination by Company Without Cause. During the Term hereof or during the term of any written extension thereto, the Company shall additionally have the right to immediately terminate the Employee, without cause and without prior written notice ("**Termination Without Cause**"). However, should the Employee's employment terminate within eighteen (18) months from the date of relocation, Employee shall promptly (upon termination) reimburse Company all relocation costs and expenses paid, expended and/or incurred on Employee's behalf. In the event of a Termination Without Cause, Company will pay Employee his/her salary due as of the date of separation and will further pay the Employee a severance payment equivalent to six (6) months of Employee's current base salary ("**Severance**").

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 (Initials) Yanis Tsombanidis

During the Term hereof or during the term of any written extension thereto, the Company shall additionally have the right to immediately terminate the Employee, without cause and without prior written notice ("Termination Without Cause"). In the event of a Termination Without Cause and subject to Employee's execution and non-revocation of a release of claims in a form satisfactory to the Company within the time prescribed in such release, Company will pay Employee his/her salary due as of the date of separation and will further pay the Employee a severance payment equivalent to six (6) months of Employee's current base salary ("Severance"). The Severance shall be paid to Employee over a six (6) month period commencing on the Company's next regular payroll period occurring at least eight (8) days after Employee returns an executed copy of a Severance Agreement and General Release to Company and continuing with payments made on the Company's normal payroll schedule.

2.2 Affect of Termination.

- (a) Return of Confidential Information and Property. If Employee's employment with Company is terminated for any reason, Employee shall promptly, and without request, inform Company of and deliver to Company all documents, data and other items pertaining to the Company, its Affiliates and/or Employee's employment and any and all Confidential Information (as defined in Section 5) and Company Inventions (as defined in Section 6), whether prepared by Employee or otherwise coming into Employee's possession or control. Employee shall not retain any written material, computer file(s), or other tangible material containing any information concerning the Company and/or its Affiliates or disclose any Confidential Information or Company Inventions to any entity and shall immediately return to the Company all Company property and/or materials as well as that of any and all of its Affiliates' property, including without limitation, any and all keys, security cards, passes, credit cards, cellular phones, customer lists, employee data bases and/or information, computers, and/or marketing literature and/or materials. Even after the expiration or termination of this Agreement and/or any written extension thereto, Employee agrees to: (i) protect the value of the Confidential Information and Company Inventions and prevent the misappropriation and/or disclosure thereof; and (ii) not disclose or use any Confidential Information or Company Inventions for Employee's benefit or the benefit of any third party and/or to the detriment of Company, its Affiliates, and/or the employees, shareholders, officers, directors and/or customers thereof.
- (b) Amounts Owed to Company and Prohibited Representations. Subject to any express written agreement to the contrary, upon termination of Employee's employment, all Employee debts owed to Aristocrat and/or any Affiliate shall promptly be repaid, irrespective of whether said debts are due to be repaid at the time of separation. By signing this Agreement, Employee irrevocably authorizes Aristocrat to apply money to which Employee is entitled upon termination, if any, to repayment of any amounts owed by Employee to Aristocrat and/or any Affiliate as of that date pursuant to Nevada state law. Further, after termination of employment, Employee agrees that Employee shall not represent that Employee continues to be in any way connected with Company and/or any of its Affiliates.
- (c) Survivability. Rights and obligations under this Agreement, that, by their nature, survive (such as, without limitation, obligations under Sections 2 (Termination), 5 (Confidential Information), 6 (Invention Disclosure) and 7 (Non-Competition and Non-Solicitation)), will remain in effect after termination of Employee's employment and/or the expiration of the Agreement. No termination of this Agreement shall relieve either party from liability arising from any breach of this Agreement on or prior to the date of termination.

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2.3 Acknowledgement of At-Will.

- (a) Employee acknowledges that upon expiration of the Term or any written extension thereto, whichever is later, Employee will be employed pursuant to an at-will employment relationship, which means that the employment and compensation can be terminated, for any reason or for no reason, with or without cause, and with or without prior notice, at any time, at the option of either Company or the Employee, without penalty, prejudice or liability. Nothing in this Agreement will limit or otherwise alter the at-will employment relationship after the expiration of the Term of this Agreement.
- (b) If, upon the expiration of this Agreement or any extension thereto, whichever is later, the Employee continues to be employed on an "at will" basis by the Company, Employee agrees that this Section 2.3 (Acknowledgement of At-Will), Sections 5 (Confidential Information), 6 (Invention Disclosures) and 7 (Non-Competition and Non-Solicitation) shall continue to apply during the course of his/her continued employment and thereafter.

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3.2 **Outside Employment.** Company acknowledges that there may be circumstances under which Employee may desire or need to engage in outside employment. Due to the heavily regulated and highly confidential nature of Company's business, however, Employee shall ensure and hereby warrants and covenants that, prior to engaging in any outside employment, such outside employment will not pose an actual or potential conflict of interest to Company's or its Affiliates' business interests and will not interfere with Employee's ability to perform the job duties contemplated by this Agreement. To that end, Employee agrees to seek and receive prior written approval of Employee's immediate supervisor prior to entering into any outside employment.

3.3 **Duties and Responsibilities.** In connection with Employee's employment, Employee will:

- (a) Undertake the duties and responsibilities assigned and perform all duties and responsibilities as directed by Company and agrees to fulfill said duties and responsibilities in compliance with all Company policies and procedures and in an efficient, lawful, trustworthy, and businesslike manner;
- (b) Observe and comply with all lawful directions given by Company;
- (c) Comply, at all times, with all applicable laws, including gaming laws and regulations in every jurisdiction where Company and its Affiliates operate;
- (d) Participate in performance reviews in which Employee's individual job performance and that of Employee's direct reports will be evaluated and assessed against the objectives and responsibilities of the position; and
- (e) Complete all required Company training programs within the time frame allocated for completion.

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4 **GAMING REGULATIONS.** Employee acknowledges that the Company's Business is highly regulated by law and is reliant upon maintaining relevant gaming licenses throughout the world and that gaming license regulatory bodies demand very detailed personal information regarding the Company's officers and employees. Based on these regulatory requirements, and the law upon which they are based, Employee acknowledges that he/she may be required to provide information regarding his/her background, including, but not necessarily limited to, detailed financial information, criminal history, prior employment, prior residences, familial relationships, military history, and educational history. Employee further acknowledges that such information may require the execution of one or more release of information or other documents such that Company or a designated third party may obtain background information necessary for compliance with regulatory requirements. Employee expressly agrees to provide and execute releases and other documents, and otherwise fully cooperate with disclosure of any and all information required by any law or regulatory body, including, but not limited to, any gaming regulatory and/or licensing body, and as may otherwise be required by Company.

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6 CONFIDENTIAL INFORMATION.

6.1 **Trade Secrets Statutes.** Employee acknowledges and agrees that the unauthorized taking of any of Company trade secret is a crime under the Economic Espionage Act of 1996 and various other state and federal statutes. Employee further recognizes that such unauthorized taking of any Company trade secret may also result in civil liability under the Nevada Uniform Trade Secrets Act, and that willful misappropriation may result in an award against Employee for triple the amount of Company's damages in addition to Company's attorneys' fees incurred in collecting such damages.

6.2 **Confidential Information.** Employee further acknowledges and agrees that the nature of Employee's engagement by Company is such that Employee will have access to "Confidential Information" that has great value to Company and its Affiliates and which constitutes a substantial basis and foundation upon which the Company's Business is based. The term "Confidential Information" refers to any of Company's information that is not generally known to persons engaged in business similar to that conducted or contemplated by the Company or its Affiliates and includes, without limitation: (a) know how, trade secrets, business plans, copyrights, inventions, patents, intellectual property, data, process, process parameters, databases, software code, methods, practices, products, product design information, research and development data, financial records, operational manuals, pricing, technical plans, computer programs, customer information, customer lists, price lists, supplier lists, marketing plans, financial information, sales information, drawings, art work, blueprints, specifications, tools, strategic plans, and any or all other compilations of information that relate to the Company's and/or its Affiliates' Businesses; and (b) any other proprietary material of the Company and/or its Affiliates, which have not been released by the Company or its Affiliates to the general public. Employee acknowledges and agrees that the Company and its Affiliates: (i) are engaged in the highly competitive gaming device business and have expended, or will expend, significant sums of money and have invested, or will invest, a substantial amount of time to develop and maintain the secrecy of the Confidential Information; and (ii) have obtained, or will obtain, valuable economic assets that have enabled, or will enable them to develop an

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extensive reputation and to establish business relationships with their suppliers and customers.

6.3 Non-Disclosure. Employee acknowledges and agrees that if such Confidential Information were disclosed to any third party or used for the benefit of anyone other than the Company or its Affiliates, the Company and its Affiliates would suffer irreparable harm, loss and damage. Accordingly, Employee acknowledges and agrees to the following:

- (a) The Confidential Information is, and at all times hereafter shall remain, the sole property of Company, its Affiliates or their licensors;
- (b) Employee shall use Employee's best efforts and utmost diligence to guard and protect the Confidential Information from disclosure to any of the Company's and its Affiliates' competitors, customers or suppliers or any other third parties; and
- (c) Unless the Company gives Employee prior specific and express written permission, during Employee's employment and forever thereafter, Employee shall not use for his/her own benefit, or divulge to any competitor or customer or any other third party, any of the Confidential Information which Employee may obtain, learn, develop or be entrusted with as a result of Employee's employment by Company.


6.4 Handling of Confidential Information. Employee also acknowledges and agrees that all documentary and tangible Confidential Information including, without limitation, such Confidential Information as Employee may have committed to memory, is supplied or made available to Employee by the Company or its Affiliates solely to assist Employee in the performance of Employee's services as contemplated by this Agreement. Employee further agrees that after Employee's employment with Company is terminated for any reason:

- (a) Employee shall not remove from Company's or its Affiliates' property and shall not make or keep any copies, notes, abstracts, summaries, tapes or other record of any type of Confidential Information; and
- (b) Employee shall immediately fulfill his/her obligations under Section 2.2(a) and provide written certification of his/her fulfillment of the same.

7 INVENTION DISCLOSURE.

7.1 Ideas, Inventions, and Improvements. As used herein, "Inventions" shall include, but shall not be limited to, ideas, titles, themes, production ideas, methods of presentation, artistic renderings, sketches, plots, music, lyrics, dialogue, phrases, slogans, catch-words, characters, names and similar literary, dramatic and musical material, trade names, trademarks and service marks and all copyrightable expressions in audio visual works, computer software, computer code of all kinds in any media, electronic circuitry and all mask works for integrated circuits. With respect to Inventions which Employee, solely or jointly, may conceive, make, reduce or practice or first disclose, arising from the course of Employee's employment with Company ("Company Inventions") Employee shall, during the period of Employee's employment, and at any time and from time to time thereafter: (a) execute all documents requested by Company for vesting in Company the entire right, title and interest in and to Company Inventions, (b) execute all documents requested by Company for filing and prosecuting applications to protect the same, and (c) give Company all assistance it reasonably requires, including the giving of testimony in any suit, action or proceeding, in order to obtain, maintain and protect Company's right therein and thereto. If any such assistance is required following the termination of Employee's employment with Company, Company shall reimburse Employee for his/her lost wages or salary and the reasonable expenses incurred

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by him/her in rendering such assistance.

7.2 Assignment. Employee agrees to and hereby grants and assigns to Company or Company's nominee the entire right, title, and interest in and to all Inventions, whether patentable or not, which Employee, solely or jointly, may conceive, make, reduce or practice or first disclose during the period of Employee's employment with Company, and which: (i) relate to the Company's Business; (ii) relate to matters to which the Employee has been assigned to work by Company; (iii) are suggested by or result from any task or work of Employee for Company or for customers/suppliers/licensors/licensees of Company or its Affiliates or for others to whom Company or its Affiliates owe a fiduciary duty, contractual duty or other duty or obligation of confidentiality; or (iv) are conceived of or made on Company's time or with use of the facilities, materials tools, Confidential Information or the information of the Company's or its Affiliates' customers/suppliers/licensors /licensees or others to whom the Company or its Affiliates owe a fiduciary duty, contractual duty or other duty or obligation of confidentiality regarding such information.

7.3 Prior Knowledge and Prior Relationships.

- (a) Except as disclosed in Exhibit "D", Employee has no knowledge of any of the Confidential Information other than information Employee has learned from Company.
- (b) Employee has disclosed in Exhibit "D" a complete list of all Inventions that are proprietary to Employee and that falls under the exceptions set forth above to exclude from application of this Agreement.
- (c) Employee has no agreements, relationships, or commitments with any third party that conflict with or would prevent Employee from performing any of Employee's obligations to Company under this Agreement.
- (d) Employee will not disclose to Company, use, or induce Company to use any proprietary information or trade secrets of any third party. Employee represents and warrants that Employee has returned all property and confidential information belonging to third parties.

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Date: March 1, 2013

 (Initials) John Stevens

 (Initials) Yanis Tsombanidis

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11 ASSIGNMENT; SUCCESSION. This Agreement is fully assignable by Company and shall inure to the benefit of and is binding upon Company and its successors and assigns and any such successor or assignee shall be deemed substituted for the Company under the terms of this Agreement for all purposes. As used

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herein, "successor" and "assign" shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires the stock of Company or to which Company assigns this Agreement by operation of law or otherwise. The obligations and duties of Employee hereunder are personal and are not delegable or otherwise assignable by Employee.

- 12 **NOTICES.** Any notice or other communication provided for in this Agreement shall be: personally delivered; faxed (which shall be deemed effective upon receipt), which facsimile transmission shall be followed by personal delivery or delivery by US Mail, first class postage prepaid:

If to the Company:

Aristocrat Technologies, Inc.
7230 Amigo Street
Las Vegas, Nevada 89119
Attn: Vice President, Human Resources
with copy to: Executive Vice President –
General Counsel

If to the Employee:

Yanis Tsombanidis
62 E. Serene Avenue, #318
Las Vegas, NV 89123

Either party may change its address for the purpose of receiving notices by providing written notice to the other.

- 13 **AMENDMENTS.** No amendment or modification of the terms of this Agreement shall be valid unless made in writing and duly executed by Company and Employee.
- 14 **WAIVER.** No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof or of any other right, nor shall any single or partial exercise preclude any further or other exercise of such right or any other right.
- 15 **GOVERNING LAW.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Nevada, and any court action arising out of this Agreement shall exclusively be brought and maintained in a court of competent jurisdiction within the State of Nevada, County of Clark.
- 16 **REASONABLENESS OF COVENANTS.** Employee acknowledges and expressly agrees that provisions of this Agreement are reasonable and necessary (including Section 7.4 related to non-competition and non-solicitation) for the protection of Company and its Affiliates and that Company will be irrevocably damaged if such provision is not specifically enforced. Accordingly, Employee agrees that, in addition to any other relief to which Company may be entitled in the form of actual or punitive damages, Company shall be entitled to injunctive relief from a court of competent jurisdiction for the purposes of restraining Employee from any actual or threatened breach of any or all of the provisions of this Agreement. Employee further acknowledges and agrees that there is no adequate remedy at law for Employee's violation of such covenants and that in light of Employee's scope of management-level responsibilities with Company, the restrictions as to time, geographic scope and scope of activities restrained are both reasonable and necessary to protect the goodwill and other legitimate business interests of Company. Employee agrees to waive and hereby waives any requirement for Company to secure any bond in connection with the obtaining of such injunction or other equitable relief.
- 17 **COUNTERPARTS.** This Agreement and any amendment hereto may be executed in one or more counterparts. All of such counterparts shall constitute one and the same Agreement and shall become effective when a copy signed by each party has been delivered to the other party.

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18 **HEADINGS.** Section and other headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

19 **NO STRICT CONSTRUCTION.** The language used in this Agreement will be deemed to be the language chosen by both the Company and Employee to express their mutual interest, and no rule of strict construction will be applied against either party hereto.

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21 **ENTIRE AGREEMENT.** Notwithstanding anything herein or elsewhere to the contrary, this Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes any prior agreements (whether oral or written, including any previous offers or offer letters), undertakings, commitments and practices relating to Employee's employment by Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Aristocrat Technologies Inc.

Employee

By: 
[signature]

By: 
[signature]

Name: John Stevens
Title: Vice President, Human Resources

Employee Name: Yanis Tsombanidis
Title: Principal Graphic Artist

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