

DATED _____ 1998

BETWEEN

THE PERSON OR ENTITY IDENTIFIED IN ITEM 1 OF THE SCHEDULE

("the Assignee")

AND

THE PERSON OR ENTITY IDENTIFIED IN ITEM 2 OF THE SCHEDULE

("the Assignor")

ASSIGNMENT AGREEMENT

HAZAN

Solicitors & Intellectual Property Attorneys

Level 6

Culwulla Chambers

67 Castlereagh Street

SYDNEY NSW 2000

DX 1540 SYDNEY

Tel: (02) 9233 4266

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THIS AGREEMENT made on the day
of 1998.

BETWEEN:

The person or entity identified in Item
1 of the Schedule ("the Assignee") of the
first part

AND:

The person or entity identified in Item
2 of the Schedule ("the Assignor") of the
second part.

RECITALS

- A. the Assignee has commissioned the Assignor to carry out computer programming work in relation to the creation of the Software.
- B. In accepting the commission referred to in recital A, the Assignor agrees to assign to the Assignee, upon receipt of the consideration identified in Item 3 of the Schedule, all of his right, title and interest in and to the copyright and all Intellectual Property Rights and proprietary rights in and to the Software and Materials both present and future throughout the World.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Agreement the following definitions shall apply:

"Software" means any and all computer programs devised by the Assignor and identified in item 4 of the Schedule, including any source code, object code, manual or other documentation created by the Assignor.

"Materials" means any and all written or printed matter or other tangible object created by the Assignor relating to the Software.

"Intellectual Property Rights" includes:

- (a) Copyright;
- (b) Patents;
- (c) Trade Marks;
- (d) Design Rights;
- (e) Confidential Information;

and any and all rights to apply for registration or to sue for infringement of all or any of the above rights throughout the World.

1.2 A reference to persons shall include corporations; words including singular number shall include plural number and vice versa; words including a gender shall include all other genders.

1.3 A reference to an Item is a reference to an Item in the Schedule attached to this Agreement.

1.4 Except for the purpose of identification headings have been inserted in this Agreement for the purpose of guidance only and shall not be part of this Agreement.

2. ASSIGNMENT

2.1 In consideration of the sum identified in item 3 of the Schedule now paid by the Assignee to the Assignor (the receipt of which is acknowledged by the Assignor) the Assignor assigns to the Assignee absolutely and the Assignee accepts:

- (i) the entire Intellectual Property Rights (both present and future) subsisting or existing in the Software and the Materials throughout the world; and
- (ii) the property in the Materials.

3. WARRANTIES

3.1 The Assignor warrants to the Assignee that:

- (a) he has a right to assign the copyright and Intellectual Property Rights in the Software and the Materials assigned to the Assignee in and by this Agreement;

- (b) the Software and the Materials are original and do not infringe the rights of any third party;
- (c) the Assignor is the owner of all copyright and the Intellectual Property Rights in the Software and the Materials throughout the world;
- (d) to the best of the Assignor's knowledge the Software and the Materials contain nothing which is defamatory of any person;
- (e) the Assignor has not encumbered its title to the copyright, Intellectual Property Rights or rights in the Software and the Materials anywhere in the world;
- (f) the Assignee shall have and enjoy quiet possession of the copyright and the Intellectual Property Rights in the Software and the Materials.
- (g) to the extent necessary the Assignor, has obtained an assignment of the copyright and the Intellectual Property Rights from any third person who may otherwise have claimed any copyright ownership or ownership of any Intellectual Property Rights in the Software and the Materials.
- (h) any exploitation of the Software or the Materials throughout the World will not constitute either passing off or misleading and deceptive conduct or other conduct in breach of the Trade Practices Act 1974 or Fair Trading Act 1987 or any equivalent or similar legislation.
- (i) on and from the date of this Agreement the Assignor shall not use, commercialise or disclose the Software or the Materials to any person other than as authorised by the Assignee.
- (j) on and from the date of this Agreement the Assignor shall not represent to any person that the Assignor has any rights in the Software or the Materials.

4. ASSIGNOR'S COVENANT

- 4.1 The Assignor covenants with and to the Assignee that he will hand over and deliver to the Assignee all copies of the Software and the Materials in his possession, power and control, at the request of the Assignee.

5. INDEMNITY

- 5.1 The Assignor agrees with the Assignee to keep the Assignee indemnified from and against all actions, claims, proceedings, costs and damages incurred or awarded and paid in respect of or arising out of a breach or non-performance of the warranties in Clause 3 or the covenant in clause 4 or out of a claim by a third party based on facts which, if substantiated, would constitute a breach or non-performance of the warranties in clause 3 or the covenant in clause 4.

6. ASSIGNOR'S ASSISTANCE TO ASSIGNEE

- 6.1 The Assignor shall at the request of the Assignee:
- (a) do such further acts, deeds, and things;
 - (b) execute or sign such further documents and instruments, as requested by the Assignee;
 - (c) provide evidence or other assistance requested by the Assignee

to protect and to enforce the full benefit of the copyright and the Intellectual Property Rights in the Software to the Assignee.

EXECUTED as an Agreement.

SIGNED SEALED AND DELIVERED)
BY)
in the presence of:)

the Assignee

witness

SIGNED SEALED AND DELIVERED)
BY)
in the presence of:)

the Assignor

witness

SCHEDULE

ITEM 1: (the Assignee)

Ross McLeod t/as eSYS Development

of Suite 50, 193 Macquarie Street, Sydney, NSW

ITEM 2: (the Assignor)

ITEM 3: (the Consideration)

ITEM 4: (the Software)