

## INTELLECTUAL PROPERTY TRANSFER DEED

This is a legally binding deed poll by the individual or company (**Transferor**) whose name appears at the end of this deed, in favour of the person identified in the schedule to this deed (**Transferee**).

Transferor is the owner of certain Intellectual Property Rights in the Works. Transferor wishes to transfer those Intellectual Property Rights to the Transferee.

Transferor covenants as follows:

### 1. ASSIGNMENT

Transferor hereby assigns to Transferee any and all Intellectual Property Rights that Transferor has in relation to the Works.

### 2. MISCELLANEOUS

#### 2.1 Further assurance

Transferor must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this deed.

#### 2.2 Effect as a deed poll

Transferor agrees that this document is intended to be a deed poll, despite any references to this document as an agreement or the absence of any feature commonly included in a deed poll.

#### 2.3 Governing law and jurisdiction

This deed is to be construed according to and is governed by the laws of Victoria. Transferor submits to the non-exclusive jurisdiction of the courts in and of Victoria in relation to any dispute arising under this deed.

### 3. DEFINITIONS AND INTERPRETATION

#### 3.1 Definitions

In this deed, the following phrases have the following meanings:

**Copyright** means all copyright throughout the world, including all rights arising under the *Copyright Act 1968* (as amended, re-enacted or replaced from time to time).

**Intellectual Property Rights** means all proprietary or personal rights throughout the world arising from intellectual activity in the business, industrial, scientific or artistic fields. It includes Copyright, design (whether registered or unregistered), trademark (whether registered or unregistered), patent or invention, circuit layout and knowhow.

**Product** means the product described in the schedule.

**Source Material** in relation to any software means:

- (a) all source code, scripts and other material necessary to produce the software in a form capable of being used on a computer in the ordinary manner for that software, whether by compilation, run time execution or other methods; and
- (b) any instructions or other statements (including comments), make files, scripts and related documentation necessary or desirable to understand the source material.

**Works** means all existing Source Material, object code, documentation and other materials in any form at the date of this deed in relation to the Product, including the works described in the schedule.

### 3.2 Interpretation

In this deed the following rules of interpretation apply.

- (a) A reference to:
  - (i) this deed includes its schedules;
  - (ii) one gender includes the others;
  - (iii) the singular includes the plural and the plural includes the singular; and
  - (iv) a person includes a body corporate.
- (b) “Including” and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings are for convenience only and do not form part of this deed or affect its interpretation.
- (e) If Transferor is a trustee, Transferor is bound both personally and in Transferor’s capacity as a trustee.

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### SCHEDULE

<b>Transferee name (including ACN / ABN):</b>	_____
<b>Transferee address:</b>	_____
<b>Product:</b>	_____
<b>Included Works:</b>	_____

**EXECUTED** as a deed poll:

<b>TRANSFEROR'S DETAILS AND EXECUTION</b> (if an individual)	
<b>Individual's name:</b>	_____
<b>Individual's address:</b>	_____
<b>Date:</b>	_____
<b>Signed, sealed and delivered by the Transferor:</b>	) ) ) ) _____
	<i>Individual's signature</i>
<b>Witness signature:</b>	_____
<b>Witness name:</b>	_____

<b>TRANSFEROR'S DETAILS AND EXECUTION</b> (if a company)	
<b>Company name (including ACN/ABN):</b>	_____
<b>Company address:</b>	_____
<b>Date:</b>	_____
<b>Executed by the Transferor in accordance with section 127 of the Corporations Act 2001:</b>	
_____	_____
<i>Director / Secretary / Sole director and sole secretary</i>	<i>Director</i>
_____	_____
<i>Name (printed)</i>	<i>Name (printed)</i>