

#### **Intellectual Property Policy**

## 1. Purpose

To establish a structure for the ownership, reporting, identification, management and commercialisation of Intellectual Property.

The Company is committed to protecting its own intellectual property, such as information, processes, and technology, from infringement by others. The Company's informational tools are available at our disposal because of significant investments of time and Company funds. If our intellectual property is not properly protected, it becomes available to others who have not made similar investments. This would cause us to lose our competitive advantage and compromise our ability to provide unique services to our customers.

The Company's intellectual property includes confidential Company business information, trade secret technology (such as computer software and systems and knowhow related to them), patented inventions and processes, trademarks and service marks, trade dress, and copyrighted works. It is the responsibility of every Company employee to help protect Company intellectual property. It is the responsibility of Company managers and supervisors to foster and maintain awareness of the importance of protecting the Company's intellectual property. The company has many sensitive ideas, inventions and intellectual properties that are currently undergoing patent process. As this is the case, the company needs to ensure that inadvertent access is not granted to non-authorised employees or visitors. The Company will take steps to remove and restrict employees access to devices and materials which would make this possible which includes the following set out in this policy.

# 2. Applicability

This policy applies to all activities, and all those involved in those activities, including employees, contractors, customers and visitors, that take place on work premises and elsewhere where activities are undertaken in the course of employment, or at work-related activities, such as social functions.

# 3. Policy

Please refer to your employment contract which will outline specific clauses regarding your obligations to protect and keep confidential company information secure from non-company employees.

Company information, including but not limited to intellectual property in all forms such as written materials, diagrams, drawings, software, verbal conversations, electronic documents, video, still pictures, shall not be shared, removed from, or transmitted from the premises with non-employees without express written consent from the Company Operational Directors.

Failure to comply to the above policy and procedure is grounds for instant dismissal.

## 3.1. Company Trade Secrets

Contractors, directors, employees, independent contractors, visitors and volunteers should not disclose Company proprietary or confidential information to third parties with whom the Company is doing business, such as suppliers, licensees, or consultants, except as specifically needed for the third party to perform the services or task requested. Such third parties should be provided information only on a "need to know" basis to allow them to perform the specific services or task



#### A3D-OPR-POL-0005

#### **Intellectual Property Policy**

requested. All disclosure of Company proprietary or confidential information may be made only after a confidentiality agreement has been entered into with the third party.

For the purposes of this clause:

- 3.1.1. A reference to the 'Company' includes Aurora Labs Ltd and all related entities.
- 3.1.2. 'Confidential Information' includes all information relating to the Company and its operations including:
  - 3.1.2.1. client and customer information;
  - 3.1.2.2. supplier information;
  - 3.1.2.3. product and process information;
  - 3.1.2.4. trade secrets;
  - 3.1.2.5. know how;
  - 3.1.2.6. matters of a technical nature;
  - 3.1.2.7. research and development information;
  - 3.1.2.8. manuals and notes;
  - 3.1.2.9. products, engineering or other data;
  - 3.1.2.10. specifications, processes, formulae;
  - 3.1.2.11. manufacturing, planning or marketing procedures, techniques or information; and
  - 3.1.2.12. accounting procedures and financial information.

#### 3.2. Acknowledgement

You acknowledge that the Company is the sole owner of, and has exclusive rights to, the Confidential Information.

### 3.3. Confidentiality

You will keep all the Confidential Information confidential and will not disclose any Confidential Information to any person, except:

- 3.3.1. as required by law;
- 3.3.2. with the prior written consent of the Company; or
- 3.3.3. with the agreement of the Company, to the Company's agents, employees or advisers in the proper performance of your responsibilities and duties under this Contract.

## 3.4. Confidential Information in the Public Domain

The obligation of confidentiality under this clause will end in relation to any information which comes into the public domain.

## 3.5. Obligations to Continue

Your obligations under this clause survive termination of your employment with the Company.

### 3.6. Security

You must use reasonable endeavours to:

3.6.1. keep control of the Confidential Information;



A3D-OPR-POL-0005

#### **Intellectual Property Policy**

- 3.6.2. ensure that the Confidential Information is secure from theft, loss, damage or unauthorised access or alteration; and
- 3.6.3. ensure that other persons do not disclose, use or copy Confidential Information except as permitted by this clause.

### 3.7. Privacy

You must assist the Company to comply with its obligations under the Privacy Act 1988 (Cth) in relation to Confidential Information.

### 3.8. Terms of Agreement Confidential

You and the Company must keep the terms of this Contract confidential at all times except:

- 3.8.1. to each party's advisors where required;
- 3.8.2. as required by law; and
- 3.8.3. for disclosure of material terms of this Contract as and where reasonably required to financiers and prospective investors in the Company.

#### 3.9. Intellectual Property

You acknowledge that all intellectual property or other proprietary rights in the Confidential Information (including any Confidential Information produced by you as a result of your employment) are and will be the sole and exclusive property of the Company.

You must:

- 3.9.1. promptly disclose to the Company any such Confidential Information you develop in the course of your employment; and
- 3.9.2. immediately take any reasonable action necessary to transfer to the Company the Company's interest in any Confidential Information.

No Company files may be removed from the Company's premises by you without the permission of the Company.

Upon termination of your employment, you are to return to the Company all documents relating to the business of the Company and its clients, including but not limited to reports, manuals, drawings, diagrams, blueprints, correspondence, customer lists, computer programs, and all other materials and copies of the same obtained by you during your employment.

A breach by you of this clause may diminish the value of the Confidential Information and you acknowledge that such a breach will entitle the Company to monetary damages and/or other relief, including but not limited to injunctive relief, and to legal costs incurred as a result of any legal action taken against you.

## 4. Breach of Policy

All breaches of this policy will be investigated and may lead to termination of employment