

DEED OF ACKNOWLEDGEMENT AND ASSIGNMENT

**BETWEEN
DIRK HUMMEL
AND
WALTER HARDY PIEL
AND
JAN ERIK LINDENAU
AND
ORICA EUROPE GMBH & CO KG
AND
ORICA INTERNATIONAL PTE LTD**

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Ref: OMS 3097 SG0 (ORBS) - 35574278/SPM
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DEED OF ACKNOWLEDGEMENT AND ASSIGNMENT

THIS DEED is made on the 1st day of January, 2024 (**effective date**).

BETWEEN: **DIRK HUMMEL**, of Broelstrasse 26, 53773 Hennef (Sieg),
Germany (**Hummel**),
 WALTER HARDY PIEL, of Huettenstrasse 2, 53844 Troisdorf,
Germany (**Piel**),
 JAN ERIK LINDENAU, of Seidenbergstrasse 26, 53721 Siegburg,
Germany (**Lindenau**), (collectively **the Inventors**);

AND: **ORICA EUROPE GMBH & CO KG**, of Muelheimer Strasse 5, 53840
Troisdorf, Germany (**OE**);

AND: **ORICA INTERNATIONAL PTE LTD**, of 70 Anson Road, #07-02
Hub Synergy Point, Singapore 079905 (**OIPL**).

WHEREAS:

- A. The Inventors have each contributed to an invention or inventions which are the subject of and described or claimed (or both) in Singapore Provisional Patent Application No. 10202301672W filed 13 June 2023 (**the Application**), entitled "Access Control For Electronic Blasting Machines" in the name of Orica International Pte Ltd (**the Invention**).
- B. At the time of contributing to the Invention, the Inventors were employed by OE and hereby acknowledge that they are under an obligation to assign all their right, title and interest in and to the Invention for Australia and for all countries foreign thereto (**Foreign Territories**), and in and to the Applications, to OE or to such other party as may be nominated by OE.
- C. OIPL has now requested that OE and the Inventors, and OE and the Inventors have agreed, to enter into this Deed of Acknowledgement and Assignment.

NOW THIS DEED OF ACKNOWLEDGEMENT AND ASSIGNMENT WITNESSES as follows:

- 1. Each of Hummel, Piel and Lindenau hereby acknowledges that:

- (a) they contributed to the creation of the Invention;
 - (b) their contribution to the creation of the Invention was made while they were an employee of OE;
 - (c) all of their involvement in the creation of the Invention was in the ordinary course of their employment, that is, all such involvement was in performance of the position which they were employed by OE to perform; and
 - (d) as a consequence of the employment relationship with OE, the whole right, title and interest in and to the Invention vested in OE upon creation.
2. To the extent that any of Hummel, Piel and Lindenau have retained any right, title or interest in or to the Invention or the Application, at OE's direction, they hereby assign all of that right, title and interest in and to the Invention and Application to OIPL absolutely.
3. OE hereby acknowledges that all its right, title and interest in and to the Invention and Application is vested absolutely in and is the property of OIPL, the right, title and interest in and to the Invention and in and to the Application being:
- (a) all of the right, title and interest in and to the Invention and in and to the Application (including all rights of priority to the Application) for Australia and for Foreign Territories;
 - (b) the right to file any application for patent or similar protection in Australia or Foreign Territories in respect of the Invention (including any regular divisional, continuation or continuation-in-part application) whether in the name of OIPL or in such other name or names as OIPL may direct (**Foreign Applications**) together with the rights obtained in any patent or patents issued pursuant thereto or reissue or re-examination thereon; and
 - (c) the right to file an international application under the Patent Cooperation Treaty designating Australia and/or Foreign Territories for patent or similar protection in respect of the Invention whether in the name of OIPL or in such other name or names as OIPL may direct together with the rights obtained in any patent or patents issued pursuant thereto in Australia or in Foreign Territories.
4. To the extent that, as at the date of this Deed, OE holds any right, title or interest in and to the Invention or Application in its own right, OE hereby assigns, transfers and sets over to OIPL absolutely any and all of that right, title and interest in and to the Invention and the Application.
5. Each of the Inventors and OE agree, at the request of OIPL, to execute such documents and do all such acts and things as OIPL may reasonably require:
- (a) to enable any application in respect of the Invention to be filed in the name of OIPL or otherwise as it may direct;
 - (b) to assist in the prosecution of any such application so filed; and

- (c) to vest in OIPL or as it may direct any such application and any right granted pursuant thereto.

The provisions of this clause 5 shall continue to bind the Inventors notwithstanding that at the time when they are called upon to implement the same their employment with OE may have ceased.

- 6. The Inventors and OE each hereby agrees that the Inventors may execute assignments of the Invention, the Application and any applications for patents of the Invention (including Foreign Applications) directly to OIPL subsequent to the effective date hereof and that any such assignment by the Inventors shall be treated as a confirmatory assignment of the rights assigned hereby.
- 7. In this Deed, the expression "the Inventors" includes their respective legal personal representatives and the expressions "OE" and "OIPL" include their respective successors and assigns.
- 8. This Deed may be executed in counterparts by each party to this Deed, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document. Each party shall be bound by this Deed immediately upon executing it.
- 9. This Deed takes effect under, is governed by, and shall be construed according to the laws of the State of Victoria, Australia.

IN WITNESS WHEREOF the parties hereto have executed this Deed on the dates specified below and agree to be bound by it on and from the respective dates of execution.

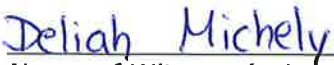
SIGNED, SEALED AND DELIVERED by)
DIRK HUMMEL in the presence of:)
)



Signature of DIRK HUMMEL



Signature of Witness



Name of Witness (printed)



Date of Signing & Witnessing

SIGNED, SEALED AND DELIVERED by)
WALTER HARDY PIEL in the presence)
of:)



Signature of WALTER HARDY PIEL



Signature of Witness

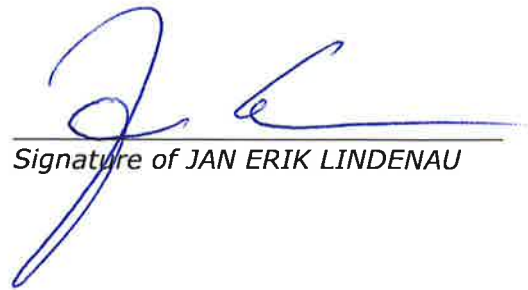


Name of Witness (printed)



Date of Signing & Witnessing

SIGNED, SEALED AND DELIVERED by)
JAN ERIK LINDENAU in the presence)
of:)


Signature of JAN ERIK LINDENAU


Signature of Witness

Mahdi Yahyaei
Name of Witness (printed)

24.10.2023
Date of Signing & Witnessing

EXECUTED for and on behalf of **ORICA**)
EUROPE GMBH & CO KG by its duly)
authorised officer in the presence of:)


Signature of Authorised Officer


Signature of Witness

Mahdi Yahyaei
Name of Witness (printed)

24.10.2023
Date of Signing & Witnessing

Andreas Busch, Christine Boos
Name of Authorised Officer (printed)

Managing & Prokurists.
Position of Authorised Officer
(printed)

EXECUTED for and on behalf of **ORICA**)
INTERNATIONAL PTE LTD by its duly)
authorised officer in the presence of:)

Signature of Authorised Officer

Signature of Witness

Name of Authorised Officer (printed)

Name of Witness (printed)

Position of Authorised Officer (printed)

Date of Signing & Witnessing