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Assets Purchase Deed

Cancer Research Institute Incorporated

and

Paragon Medical Limited

FREEHILL
HOLLINGDALE
& PAGE

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CORRESPONDENCE OFFICE OF JAKARTA

SRX.001.00001.0107

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THIS DEED is made on May 1997.

PARTIES

1. **CANCER RESEARCH INSTITUTE INCORPORATED** an association which is incorporated with registration number 1001005 under sub-section 18(6) of the Associations Incorporation Act 1987 (Western Australia); and
2. **PARAGON MEDICAL LIMITED** (ACN 078 166 122).

RECITALS

- A. The Company wishes to acquire the Institute Assets from the Institute.
- B. The Institute wishes to assign, transfer and convey the Institute Assets to the Company.

THIS DEED WITNESSES that in consideration of, among other things, the mutual promises contained in this Deed, the Parties agree:

Part 1 Definitions and interpretation

1.1 Definitions

In this deed, including the recitals and schedule to this deed:

"Acquired Inventions" means the Inventions in respect of, or which are the subject of or in connection with, any of the Assets;

"Address" means, in respect of a Party:

- (a) the address of that Party which is provided in the Schedule; or
- (b) if that Party gives Notice of another address to the other Party, the address which is from time to time specified in any such Notice;

"Agreed Terms" means, in relation to a document, such document which is:

- (a) in the terms which are agreed between the parties to the Subscription and Shareholders' Agreement; and
- (b) for the purposes of identification, signed by:
 - (1) the Fund Manager or the Fund Manager's Solicitors; and
 - (2) the Founders or the Founders' Solicitors;

"Articles" means the memorandum and articles of association of the Company;

"Assets" means:

- (a) the Gray Assets;
- (b) the Institute Assets; and
- (c) the Former Company Assets;

"Assets Transfer" means:

- (a) the Gray Assets Transfer;
- (b) the Institute Assets Transfer; and
- (c) the Former Company Assets Transfer;

"**Authorisation**" means any certificate, licence, approval, permit, authority or exemption from, by or with a Governmental Agency which is necessary to give full force and effect to the matters which are contemplated by this Deed;

"**B Ordinary Share**" mean a B ordinary share of \$0.20 in the capital of the Company, as provided in the Articles;

"**Business Day**" means a day (excluding a Saturday, Sunday or public holiday in Perth, Western Australia) on which trading banks are open for business in Perth, Western Australia;

"**Business Hours**" means 9.00 am to 5.00 pm in Perth, Western Australia time on any Business Day;

"**C Preference Share**" means a C participating redeemable preference share of \$0.20 in the capital of the Company, as provided in the Articles;

"**C Preference Shareholder**" means a holder from time to time of a C Preference Share;

"**Clause**" means a clause of this Deed;

"**Company**" means Paragon Medical Limited (ACN 078 166 122);

"**Deed**" means this deed, including the recitals to this deed;

"**Encumbrance**" means any right, entitlement, interest, power, authority, discretion, claim or remedy, including but not limited to:

- (a) a security for the payment of any debt:
 - (3) reserved in or over an interest in any asset including, but not limited to, any retention of title; or
 - (4) granted, created or otherwise arising in or over an interest in any asset under a bill of sale, mortgage, charge, hypothecation, lien, pledge, trust or power;
- (b) any finance lease, hire purchase agreement, conditional sale, lease, retention of title agreement, option, right to acquire, assignment or other encumbrance reserved, granted or created in or over an interest in any asset;
- (c) any monetary obligation or the performance of any monetary obligation including, but not limited to, a loan, guarantee, letter of comfort, indemnity or surety; or
- (d) any agreement to reserve, grant or create anything in paragraphs (a) to (c) of this definition;

"**First Completion**" means completion of the obligations under clauses 4.1 to 4.3 of the Subscription and Shareholders' Agreement;

"**First Completion Date**" means:

- (a) the later of:
 - (1) 5 Business Days after the satisfaction of the First Conditions Precedent; and
 - (2) any other date which is agreed in writing between the parties; or
- (b) if First Completion does not occur on the later of such dates, the date of which the C Preference Shareholders give notice under clause 4.5 of the Subscription and Shareholders' Agreement;

"**First Conditions Precedent**" means the conditions precedent in clause 2.1 of the Subscription and Shareholders' Agreement;

"Former Company" means Australian Surgical Products Ltd (ACN 069 053 229);

"Former Company Assets" means:

- (a) the Former Company Know How; and
- (b) the Former Company Rights;

"Former Company Assets Purchase Deed" means a deed between:

- (a) the Company; and
- (b) Former Company,

which:

- (c) governs the assignment, transfer or conveyance of the Former Company Assets from the Former Company to the Company; and
- (d) is in the Agreed Terms;

"Former Company Assets Transfer" means the assignment, transfer or conveyance (as the case may be) of the Former Company Assets to the Company in accordance with the Former Company Assets Purchase Deed;

"Former Company Know How" means all of the rights and title of the Former Company to, and interest of the Former Company in, or in connection with, its knowledge or the information in relation to:

- (a) the Inventions;
- (b) the Patents;
- (c) the Rights;
- (d) the design, production and delivery of micro-particles for use in the treatment of liver cancer; and
- (e) the exploitation of any of the matters which are described in paragraphs (a) to (d) of this definition;

"Former Company Rights" means:

- (a) the rights and title of the Former Company to, and interest of the Former Company in, or in connection with, the Patents;
- (b) the rights and title of the Former Company to, and interest of the Former Company in, or in connection with, any improvements on any of the Acquired Inventions in any country or jurisdiction of the world;
- (c) the rights of the Former Company, if any, to lodge any applications for patents or other Intellectual Property protection with respect to:
 - (1) any of the Acquired Inventions; or
 - (2) any improvements on any of the Acquired Inventions in any country or jurisdiction of the world;
- (d) the rights, powers, privileges and immunities of the Former Company which have arisen or accrued or arise or accrue from:
 - (1) the Former Company Know How;
 - (2) the Patents;

- (3) the Acquired Inventions; or
- (4) any Intellectual Property right which may be granted on, or claim priority from:
 - (A) the Patents; or
 - (B) any application which is referred to in paragraph (c) of this definition;
- (e) the rights, if any, which the Former Company has to take action against third parties for infringement of:
 - (1) the Former Company Know How;
 - (2) the Gray Patents; or
 - (3) any application which is referred to in paragraph (c) of this definition,
 whether or not such infringement occurred before the date of the Subscription and Shareholders' Agreement; and
- (f) every other right and title of the Former Company to, and interest of the Former Company in, or in connection with, the Acquired Inventions;

"Founders" means:

- (a) the Institute;
- (b) Gray;
- (c) Jones; and
- (d) Karlson;

"Founders' Solicitors" means Blakiston & Crabb of 1202 Hay Street, West Perth, Western Australia;

"Fund" means NJI No. 2 Investment Fund of PO Box 309, West Cayman, Cayman Islands, British West Indies;

"Fund Manager" means:

- (a) NJI; and
- (b) any other person who from time to time manages any assets of the Fund;

"Fund Manager's Solicitors" means Freehill Hollingdale & Page of 101 Collins Street, Melbourne, Victoria;

"Governmental Agency" means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world;

"Gray" means Bruce Gray of 18 Riley Road, Claremont, Western Australia;

"Gray Assets" means:

- (a) the Gray Patents;
- (b) the Gray Know How;
- (c) the Gray Rights; and
- (d) the Gray Equipment;

"Gray Assets Purchase Deed" means a deed between:

- (a) the Company; and
- (b) Gray,

which:

- (c) governs the assignment, transfer or conveyance of the Gray Assets from Gray to the Company; and
- (d) is in the Agreed Terms;

"Gray Assets Transfer" means the assignment, transfer or conveyance of the Gray Assets to the Company in accordance with the Gray Assets Purchase Deed;

"Gray Equipment" means all of the rights and title of Gray to, and the interest of Gray in:

- (a) a Modutemp high temperature oven (model KS17EVM and serial number 960994);
- (b) a Retsch shaker (model 3D and serial number 18282); and
- (c) a Unisonics ultrasonic cleaner (model FXPi4 and serial number 523);

"Gray Inventions" means each invention which is described in, or in any patent or patent application which is derived from:

- (a) international patent application number PCT/AU95/00027 which is entitled "particulate material";
- (b) provisional patent application number PN9782 which is entitled "targeted hysteresis hyperthermia as a method for treating cancer"; or
- (c) international patent application number PCT/AU94/00708 and entitled "controlled release preparation";

"Gray Know How" means all rights and title of Gray to, and interest of Gray in, or in connection with, his knowledge or the information in relation to:

- (a) the Inventions;
- (b) the Patents;
- (c) the Rights;
- (d) the design, production and delivery of micro-particles for use in the treatment of liver cancer; and
- (e) the exploitation of any of the matters which are described in paragraphs (a) to (d) of this definition;

"Gray Patents" means:

- (a) each patent and patent application which is derived from international patent application number PCT/AU95/00027 which is entitled "particulate material";
- (b) the provisional patent application number PN9782 which is entitled "targeted hysteresis hyperthermia as a method for treating cancer";
- (c) the rights and title of Gray to, and interest of Gray in, or in connection with, every patent and patent application which is derived from international patent application number PCT/AU94/00708 which is entitled "controlled release preparation";

- (d) the rights and title of Gray to, and interest of Gray in, or in connection with, any improvements on any of the Gray Inventions in all countries and jurisdictions of the world;
- (e) the right of Gray, if any, to lodge any applications for patents or other Intellectual Property protection with respect to:
 - (1) the Gray Inventions; or
 - (2) any improvements on any of the Gray Inventions in any country or jurisdiction of the world;
- (f) the rights, powers, privileges and immunities of Gray which have arisen or accrued or arise or accrue, from:
 - (1) any patent or patent application which is derived from any patent or patent application which is described in this definition;
 - (2) any of the Gray Inventions; or
 - (3) any Intellectual Property right which may be granted on, or claim priority from:
 - (A) any patent or patent application which is derived from any patent or patent application which is described in this definition; or
 - (B) any application which is referred to in paragraph (e) of this definition;
- (g) the rights, if any, which Gray has to take action against third parties for infringement of:
 - (1) any patent or patent application which is derived from any patent or patent application which is described in this definition; or
 - (2) any application which is referred to in paragraph (e) of this definition,
 whether or not such infringement occurred before the date of this Deed; and
- (h) each written document, whether draft, provisional or final, which describes any of the Gray Inventions or any improvement on any of the Gray Inventions which has been lodged by Gray as inventor with the Australian Industrial Property Office or any other Governmental Agency, whether approved for registration, registered or otherwise;

"Gray Rights" means:

- (a) the rights and title of Gray to, and interest of Gray in, or in connection with, any improvements on any of the Acquired Inventions in all countries and jurisdictions of the world;
- (b) the rights of Gray, if any, to lodge any applications for patents or other Intellectual Property protection with respect to:
 - (1) any of the Acquired Inventions; or
 - (2) any improvements on any of the Acquired Inventions in any country or jurisdiction of the world;
- (c) the rights, powers, privileges and immunities of Gray which have arisen or accrued or arise or accrue from:
 - (1) the Gray Know How;
 - (2) the Gray Patents;
 - (3) the Acquired Inventions; or

- (4) any Intellectual Property right which may be granted on, or claim priority from any application which is referred to in paragraph (b) of this definition;
- (d) all rights, if any, which Gray has to take action against third parties for infringement of:
 - (1) the Gray Know How; or
 - (2) any application which is referred to in paragraph (c) of this definition, whether or not such infringement occurred before the date of the Subscription and Shareholders' Agreement; and
- (e) every other right and title of Gray to, and interest of Gray in, or in connection with, the Acquired Inventions;

"Institute" means Cancer Research Institute Incorporated an association which is incorporated with registration number 1001005 under sub-section 18(6) of the Associations Incorporation Act 1987 (Western Australia);

"Institute Assets" means:

- (a) the Institute Know How;
- (b) the Institute Patent;
- (c) the Institute Rights; and
- (d) the Institute Equipment;

"Institute Assets Purchase Deed" means a deed between:

- (a) the Company; and
- (b) Institute,

which:

- (c) governs the assignment, transfer or conveyance of the Institute Assets from the Institute to the Company; and
- (d) is in the Agreed Terms;

"Institute Assets Transfer" means the assignment, transfer or conveyance of the Institute Assets in accordance with the Institute Assets Purchase Deed;

"Institute Equipment" means all of the rights and title of the Institute to, and the interest of the Institute in:

- (a) a Modutemp high temperature oven (model KS17EVM and serial number 960994);
- (b) a Retsch shaker (model 3D and serial number 18282); and
- (c) a Unisonics ultrasonic cleaner (model FXPi4 and serial number 523);

"Institute Invention" means each invention which is described in, or in any patent or patent application which is derived from, international patent application number PCT/AU94/00708 which is entitled "controlled release preparation";

"Institute Know How" means all of the rights and title of the Institute to, and interest of the Institute in, or in connection with its knowledge or the information in relation to:

- (a) the Inventions;
- (b) the Patents;

- (c) the Rights;
- (d) the design, production and delivery of micro-particles for use in the treatment of liver cancer; and
- (e) the exploitation of any of the matters which are described in paragraphs (a) to (d) of this definition;

"Institute Patent" means:

- (a) every patent and patent application which is derived from international patent application number PCT/AU94/00708 which is entitled "controlled release preparation";
- (b) all of the rights and title of the Institute to, and interest of the Institute in, or in connection with, every patent and patent application which is derived from international patent application number PCT/AU94/00708 which is entitled "controlled release preparation";
- (c) all of the rights and title of the Institute to, and interest of the Institute in, or in connection with, any improvements on the Institute Invention in any country or jurisdiction of the world;
- (d) the right of the Institute, if any, to lodge any applications for patents or other Intellectual Property protection with respect to:
 - (1) the Institute Invention; or
 - (2) any improvements on the Institute Invention in any country or jurisdiction of the world;
- (e) all rights, powers, privileges and immunities of the Institute which have arisen or accrued or arise or accrue, from:
 - (1) any patent or patent application which is derived from international patent application number PCT/AU94/00708 which is entitled "controlled release preparation";
 - (2) the Institute Invention; or
 - (3) any Intellectual Property right which may be granted on, or claim priority from:
 - (A) any patent or patent application which is derived from international patent application number PCT/AU94/00708 which is entitled "controlled release preparation"; or
 - (B) any application which is referred to in paragraph (d) of this definition; and
- (f) all rights, if any, which the Institute has to take action against third parties for infringement of:
 - (1) any patent or patent application which is derived from international patent application number PCT/AU94/00708 which is entitled "controlled release preparation"; or
 - (2) any application which is referred to in paragraph (d) of this definition, whether or not such infringement occurred before the date of this Deed;

"Institute Rights" means:

- (a) the rights and title of the Institute to, and interest of the Institute in, or in connection with the Gray Patents;

- (b) the rights and title of the Institute to, and interest of the Institute in, or in connection with, any improvements on the Acquired Inventions in any country or jurisdiction of the world;
- (c) the rights of the Institute, if any, to lodge any applications for patents or other Intellectual Property protection with respect to:
 - (1) any of the Acquired Inventions; or
 - (2) any improvements on the Acquired Inventions in any country or jurisdiction of the world;
- (d) the rights, powers, privileges and immunities of the Institute which have arisen or accrued or arise or accrue from:
 - (1) the Institute Know How;
 - (2) the Gray Patents;
 - (3) the Acquired Inventions; or
 - (4) any Intellectual Property right which may be granted on, or claim priority from:
 - (A) the Gray Patents; or
 - (B) any application which is referred to in paragraph (c) of this definition;
- (e) the rights, if any, which the Institute has to take action against third parties for infringement of:
 - (1) the Institute Know How;
 - (2) the Gray Patents; or
 - (3) any application which is referred to in paragraph (c) of this definition,whether or not such infringement occurred before the date of this Deed; and
- (f) every other right and title of the Institute to, and interest of the Institute in, or in connection with, the Acquired Inventions;

"Intellectual Property" includes:

- (a) any patents, utility models, copyrights, registered or unregistered trade marks or service marks, trade names, brand names, indications of source or appellations of origin, eligible layout rights, plant variety rights, registered designs and commercial names and designations;
- (b) any invention, discovery, trade secret, know-how, computer software and confidential, scientific, technical and product information;
- (c) any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields whether industrial, commercial or agricultural and whether dealing with manufactured or natural products; and
- (d) any pending application, letters patent, deed of grant, certificate or document of title for any thing which is referred to in paragraphs (a) to (c) of this definition and any medium in which any thing which is referred to in those paragraphs is stored or embodied,

both in Australia and throughout the world and for the duration of the rights;

"Inventions" means each invention within the meaning of the Patents Act 1990 which relates to the treatment of liver cancer, including without limitation, each invention which is disclosed in the Patents;

"Jones" means [REDACTED]

"Karlson" means [REDACTED]

"NJI" means Nomura/JAFCO Investment (Asia) Ltd (ARBN 069 251 127);

"Notice" means a notice which is:

- (a) in legible English writing;
- (b) addressed to the Party to which that notice is being given;
- (c) marked to the attention of the individual who is specified in the Address of that Party;
- (d) delivered to that Party by being:
 - (1) left at, or sent by security post to, the postal address; or
 - (2) transmitted by facsimile to the facsimile number,which is specified in the Address of that Party;

"Part" means a part of this Deed;

"Party" means a party to this Deed or a party to the Subscription and Shareholders' Agreement;

"Patents" means:

- (a) the Gray Patents; and
- (b) the Institute Patent;

"Power" means any right, power, authority, discretion or remedy which is conferred on a Party;

"Rights" means:

- (a) the Gray Rights;
- (b) the Institute Rights; and
- (c) the Former Company Rights; and

"Subscription and Shareholders' Agreement" means the subscription and shareholders' agreement which is:

- (a) dated on or about the date of this Deed; and
- (b) between:
 - (1) the Company;
 - (2) the Institute;
 - (3) Gray;
 - (4) Jones;
 - (5) Karlson; and
 - (6) the Fund.

1.2 Interpretation

In this Deed:

- (a) headings and boldings are for convenience only and do not affect the interpretation of this Deed; and

- (b) unless the context otherwise requires:
- (1) words importing the singular include the plural and vice versa;
 - (2) words importing a gender include any gender;
 - (3) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
 - (4) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
 - (5) a reference to any thing (including, but not limited to, any right) includes a part of that thing;
 - (6) a reference to any convention or treaty includes all conventions or treaties which amend, consolidate or replace it;
 - (7) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
 - (8) a reference to a party to a document includes that party's successors and permitted assigns;
 - (9) no provision of this Deed will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this Deed or that provision;
 - (10) a reference to an agreement other than this Deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
 - (11) a reference to an asset includes all property of any nature and all rights, revenues and benefits;
 - (12) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind; and
 - (13) a reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person.

Part 2 Transfer

2.1 Institute Patent

In consideration of the allotment by the Company to the Institute, in accordance with the Subscription and Shareholders' Agreement, of 33,332 B Ordinary Shares, the Institute, as absolute legal and beneficial owner, assigns, transfers and conveys to the Company, free from all Encumbrances, good, full and absolute legal and beneficial title to the Institute Patent.

2.2 Institute Know How and Institute Rights

In consideration of the allotment by the Company to the Institute, in accordance with the Subscription and Shareholders' Agreement, of 400,000 B Ordinary Shares, the Institute, as absolute legal and beneficial owner, assigns, transfers and conveys to the Company, free from all Encumbrances, good, full and absolute legal and beneficial title to:

- (a) the Institute Know How; and
- (b) the Institute Rights.

2.3 Institute Equipment

The Institute, as absolute legal and beneficial owner, assigns, transfers and conveys to the Company, free from all Encumbrances, good, full and absolute legal and beneficial title to the Institute Equipment.

Part 3 Representations and warranties

3.1 Representations and warranties

The Institute represents and warrants to the Company that:

- (a) **incorporation:** it is an association which is incorporated and validly existing under subsection 18(6) of the Associations Incorporation Act 1987 (Western Australia);
- (b) **corporate power:** it has the corporate power to own its assets and to conduct its business as it is now being conducted;
- (c) **authority:** it has full power and authority to enter into and perform its obligations under this Deed;
- (d) **authorisations:** it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms and conditions;
- (e) **binding obligations:** this Deed constitutes its legal, valid and binding obligations, and subject to any necessary stamping and registration, is enforceable in accordance with its terms and conditions, subject to laws generally affecting creditors' rights and to principles of equity;
- (f) **transaction permitted:** the execution, delivery and performance by it of this Deed does not and will not violate, breach, or result in a contravention of:
 - (1) any law, regulation or authorisation;
 - (2) its constituent documents; or
 - (3) any Encumbrance or document which is binding upon it or any of its assets, and does not and will not result in:
 - (4) the creation or imposition of any Encumbrance or restriction of any nature on any of its assets; or
 - (5) the acceleration of the date of payment of any obligation existing under any Encumbrance or document which is binding upon it or any of its assets;

- (g) **Authorisations:** any Authorisations which are required in connection with the execution delivery and performance by it and the validity and the enforceability against it of this Deed and its performance of the transactions which are contemplated by this Deed have been obtained or effected and are in full force and effect, and there has been no material default by it in the performance of any of the terms and conditions of any of those Authorisations;
- (h) **disclosure:** all information which has been provided to the Company by or on behalf of the Institute is true and correct in all material respects and is not, whether by omission of information or otherwise, misleading;
- (i) **no failure to disclose:** it has not withheld from the Company any document, information or other fact which is material to the decision of the Company to enter into this Deed;
- (j) **no immunity:** it does not, and its assets do not, enjoy immunity from any suit or execution;
- (k) **legal and beneficial owner:**
- (1) subject to the terms of this Deed, it is the absolute legal and beneficial owner of all of the rights and title to, and interest in, the Institute Assets;
 - (2) subject to the terms of this Deed, it will be the absolute legal and beneficial owner of any property which it acquires on or after the date of this Deed and which forms part of the rights and title to, and interest in, the Institute Assets; and
 - (3) no third party (including, without limitation, Yan Chen) has any right or title to, or interest in, or in connection with, any of the Institute Assets (whether or not recorded and whether or not arising at common law, equity or otherwise) except the rights and title to, and interest in, or in connection with, the Institute Assets, which are assigned, transferred and conveyed to the Company pursuant to the Assets Transfers;
- (l) **no third party interests:** all of the rights and titles to, and interests in, the Institute Assets are:
- (1) valid and enforceable;
 - (2) not being infringed, revoked, objected to or opposed by any person;
 - (3) not the subject of any licence or authority in favour of a third party; and
 - (4) not the subject of any liquidation, action, dispute, claim, counter-claim, demand, investigation, inquiry, prosecution, litigation, proceedings, arbitration, mediation or dispute resolution;
- (m) **no breach:** the use, exploitation and ownership of the Institute Assets do not infringe the any rights of any third party;
- (n) **no prejudice:** it has not done or omitted to do, and will not do or omit to do, any act, matter or thing which may invalidate or prejudicially affect the rights, titles and interests which are assigned, transferred or conveyed by it to the Company under Part 2;
- (o) **no disclosure:** no trade secret or confidential information of the Institute in connection with the Institute Assets has been disclosed or made available to any person except a party to the Subscription and Shareholders' Agreement;

- (p) **no publication:** no details of the Institute Invention or the Gray Inventions have been made publicly available except by way of application for and registration of the Institute Patent and the Gray Patents respectively; and
- (q) **no Encumbrances:** there is no Encumbrance over any of the Institute Assets.

3.2 Survival of representations and warranties

The representations and warranties given in Clauses 3.1 and 3.2:

- (a) are given at the date of execution of this Deed;
- (b) survive the execution of this Deed; and
- (c) are regarded as repeated on the First Completion Date with respect to the facts and circumstances then subsisting.

3.3 Reliance

The Institute acknowledges that the Company is entering into this Deed in reliance upon the representations and warranties under Clause 3.1.

Part 4 Power of Attorney

4.1 Appointment of attorney

The Institute irrevocably appoints the Company as the attorney of the Institute to do any thing including:

- (a) disclose any documents, records or information;
- (b) execute, complete blanks in, amend, vary or modify any document;
- (c) do any thing which ought to be done by the Institute under any document to which it is a party,

which may be necessary, expedient or desirable to give effect to the provisions of this Deed including, but without limitation, to facilitate the Company obtaining the grant of any patent or other Intellectual Property right as contemplated by this Deed.

4.2 Exercise in either name

The Company may exercise the powers under Clause 4.1 in the name of the Institute or in the name of the Company and as the act of the Institute.

4.3 Benefit to attorney

The Company may exercise the powers under Clause 4.1 even if the Company benefits from the exercise of that power.

4.4 Ratification

The Institute undertakes to be bound, ratify and confirm every act done or document executed by the Company pursuant to Clause 4.1.

4.5 Delegation

The Company may from time to time appoint any substitute, delegate or sub-attorney.

4.6 No Warranty

The exercise by the Company of any power under Clause 4.1 does not connote:

- (a) a warranty, express or implied, on the part of the Company as to:
 - (1) the Company's authority to exercise the power; or
 - (2) the validity of the appointment under Clause 4.1; or
- (b) an assumption of personal liability by the Company in exercising the power.

Part 5 Indemnities

5.1 General indemnity

The Institute indemnifies the Company against any claim, action, demand, damage, loss, liability, cost, charge, expense, outgoing or payment which the Company pays, suffers, incurs or is liable for in respect of any breach of any warranty or representation in Clause 3.1.

5.2 Power of Attorney

The Institute indemnifies the Company against any claim, action, demand, damage, loss, liability, cost, charge, expense, outgoing or payment which the Company pays, suffers, incurs or is liable for in respect of the exercise of any of the powers of the Company under Clause 4.1.

Part 6 Notices

A Notice is regarded as given by a Party to another Party, at the time of delivery of that Notice to the address, or transmission of that Notice by facsimile to the facsimile number, which is specified in the Address of that other Party, unless:

- (a) in the case of a transmission by facsimile:
 - (1) the machine from which that Notice is transmitted indicates a malfunction in that transmission; or
 - (2) that other Party gives Notice within the next Business Hour, to the first-mentioned Party of an incomplete transmission to that other Party of the Notice of the first-mentioned Party; or
- (b) that Notice is delivered or transmitted by facsimile, other than during Business Hours, in which case, that Notice is regarded as given by that Party at the beginning of the next Business Hour.

Part 7 Governing law and jurisdiction

7.1 Governing law

This Deed is governed by the laws of Western Australia.

7.2 Jurisdiction

The Parties irrevocably submit to the exclusive jurisdiction of the courts of Western Australia.

Part 8

Prohibition or enforceability

8.1 Prohibition

Any provision of, or the application of any provision of, this Deed which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

8.2 Unenforceability

Any provision of, or the application of any provision of, this Deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

Part 9

Waivers

9.1 To be by Notice

A Party may waive any Power which is created or arising under, or as a result of a breach of, this Agreement (including, for the avoidance of doubt, this Part 9), but only by giving Notice of that waiver to the other Party.

9.2 Failure to exercise rights

If a Party fails to exercise or partially exercise, or delays that Party's exercise or partial exercise of, a Power which is created or arises under, or as a result of a breach of, this Agreement (including, for the avoidance of doubt, this Part 9), that failure or delay does not constitute a waiver of that right, power, authority, discretion or remedy.

9.3 Reliance on failure to exercise rights

A Party cannot rely on a failure by the other Party to exercise or partially exercise, or a delay by that other Party in exercising or partially exercising, a right, power, authority, discretion or remedy created or arising under, or as a result of a breach of, this Agreement (including, for the avoidance of doubt, this Part 9), as constituting a waiver of that right, power, authority, discretion or remedy.

Part 10

Amendment

Each Party cannot amend this Agreement except by written agreement between the Parties.

Part 11

Cumulative rights

The Powers which arise out of or under this Agreement are cumulative and do not exclude any other Powers of a Party (including, for the avoidance of doubt, Powers which arise from a breach of this Deed).

Part 12
Further assurances

Each Party must do all things and execute all further documents necessary to give full effect to this Deed.

Part 13
Entire agreement

This Agreement:

- (a) embodies the entire agreement between the Parties; and
- (b) supersedes any prior negotiation, arrangement, understanding or agreement, with respect to the subject matter or any term or condition of this Deed.

Part 14
Assignment

Each Party may assign its rights under this Deed without the consent of the other Party.

Part 15
Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties on separate counterparts, each of which when executed and delivered will be an original, but all of which will together constitute one and the same instrument.

Part 16
Legal exclusion

The rights, duties and remedies granted or imposed under the provisions of this Deed operate to the extent which they are not excluded by law.

Schedule

Addresses

(Clause 1.1)

1. The address of the Company is:

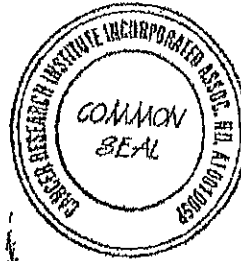
PO Box 703
Perth
Western Australia 6000
Attention: Bruce Gray
Fax number:(09) 386 2622

2. The address of the Institute is:

Rear 50 Murray Street
Perth
Western Australia 6000
Attention: Dane Gorn
Fax number:(09) 224 0279

EXECUTED by the Parties at Perth, Western Australia as a deed:

THE COMMON SEAL
of CANCER RESEARCH
INSTITUTE INCORPORATED
was affixed to this
document in the presence
of:



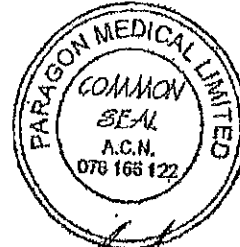
[Signature]
Officer

[Signature]
Officer

DAVE NICH GORN
Name (please print)

Sally Wright
Name (please print)

THE COMMON SEAL
of PARAGON MEDICAL LIMITED
was affixed to this
document in the presence
of:



[Signature]
Secretary/Director

[Signature]
Director

BRUCE CRAIG
Name (please print)

KEVIN G RALSON
Name (please print)