

<<ClientLogoSmall>>

<<ContractDate>>

Private and confidential

<<EmployeeFirstName>> <<EmployeeLastName>>

<<EmployeePostalAddress>>

Dear <<EmployeeFirstName>>

Employment Agreement

I am pleased to offer you full-time employment with <<ContractEmployingEntity>> (ABN <<ClientABN>>) (**Company**) on the terms and conditions of employment set out in this letter.

1. Summary of key employment details

The table below sets out a summary of the key details of your employment (**Summary of Key Employment Details**).

Item	Details
Modern Award	<<Award>>
Classification under the Modern Award	<<Classification>>
Commencement Date	<<CommencementDate>>
Probationary period	<<ProbationaryPeriodLength>>
Position	<<ContractJobTitle>>
Basis of employment	Full Time (ongoing)
Direct Report	<<Manager>>
Location	<<ContractLocation>>
Base Salary	<<comparison:<<EarningType>>,=,Annual Salary:>><<AnnualSalary>> per annum<<endcomparison>><<comparison:<<EarningType>>,=,Hourly Rate:>><<HourlyRateOfPay>> per hour<<endcomparison>>
Frequency of payment of salary	<<SalaryFrequency>>
Superannuation Guarantee Rate	<<SuperannuationGuaranteeRate>> %
Notice of termination	Length of continuous service No more than 1 year: <<ContractEmployerNoticePeriod>> More than 1 year, no more than 3 years: <<ContractEmployerNoticePeriod2>>

	More than 3 years, no more than 5 years:	<<ContractEmployerNoticePeriod3>>
	More than 5 years:	<<ContractEmployerNoticePeriod4>>

2. Definitions

Company Property includes:

- (a) any property of any Group Member (including property leased by, or in the custody or possession of, any Group Member) including all written or machine-readable material, software, computers, credit cards, keys, mobile telephones, security passes and vehicles; and
- (b) any document (including any form of electronic record) which includes any Confidential Information, or which relates to the business of any Group Member or a customer or supplier of any Group Member;

Confidential Information means all trade secrets, know-how and any other information confidential to the Group, which relates to the business affairs, clients or property of the Group and is generally not available to the public or is not generally known in the industry in which the Company operates. It also includes but is not limited to, any:

- (a) information, record, specification, formula, patent, device, invention, method, technique, system, manual, guide or process that is owned or developed by the Group;
- (b) information of the Group relating to its services and products (offered or to be offered), research, development, marketing, pricing, clients and prospective clients, business methods, strategies, financial conditions, personnel, plans or policies;
- (c) information relating to technical knowledge relevant to projects and tenders undertaken by the Group, including strategies and pricing considerations; and
- (d) confidential information of any Client or third party obtained by the Group on a confidential basis;

Group means the Company and each Related Company;

Intellectual Property means all present and future intellectual and industrial property rights throughout the world conferred by statute, common law or equity in or in relation to inventions, patents, designs, trademarks, copyright, circuit layouts and know-how, trade secrets and confidential information and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable, together with all other intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation 1967, and all of these rights include all rights in all applications to register these rights, all renewals and extensions of these rights and all rights in the nature of these rights, created by you in connection with your employment. For the avoidance of doubt, it includes but is not limited to all intellectual property made, developed, written, conceived, or otherwise created by you (whether alone or with others and whether or not during or outside your ordinary hours of work) during the Term, which:

- (a) relates to the actual or anticipated business, research or development of the Company;
- (b) was created utilising the Company's resources;
- (c) is suggested by or results from any task assigned to you, or work performed by you, for or on behalf of the Company, alone or in concert with others; or

(d) may be adapted to the Company's business;

Moral Rights has the meaning given to it in the *Copyright Act 1968* (Cth); and

Related Company means a body corporate which is related to the Company within the meaning of section 50 of the *Corporations Act 2001* (Cth), and any other associated company nominated by the Company.

3. Commencement Date

Your employment with the Company will commence on the date set out in the Item "**Commencement Date**" of the Summary of Key Employment Details.

Your employment under this agreement will commence on the date set out in the Item "**Commencement Date**" of the Summary of Key Employment Details. For the purposes of your continuous service, the Company recognises your original commencement date of <<OriginalCommencementDate>>.

4. Location

Your role will initially be based at the location set out in the Item "**Location**" of the Summary of Key Employment Details although you may be required to work at other locations as directed by the Company from time to time. You may also be required to travel to other Company sites. Your role will initially be based at the location set out in the Item "**Location**" of the Summary of Key Employment Details although you may be required to work at other locations as directed by the Company from time to time. You agree to travel to, and work from, any location as directed.

You agree that the Company may require you to travel (including interstate and overseas) on Company business and, as part of this, use such transport as the Company determines.

Your role will initially be based at the location set out in the Item "**Location**" of the Summary of Key Employment Details although you may be required to work at other locations as directed by the Company from time to time, including working from home. You agree to travel to, and work from, any location as directed.

You agree that the Company may require you to travel (including interstate and overseas) on Company business and, as part of this, use such transport as the Company determines.

5. Probationary Period

If there is a period included in item "**Probationary Period**" of the Summary of Key Employment Details then this is the Probationary Period that applies to your employment under this Agreement. During this period, you or the Company may terminate your employment by giving one week's notice in writing or, in the case of the Company only, by it making a payment in lieu of that notice.

6. Award Coverage

In your initial position, you will be covered by the modern award set out in item "**Award**" of the Summary of Key Employment Details. Your classification under the Modern Award is set out at Item "**Classification**" of the Summary of Key Employment Details. The Modern Award applies to you as a matter of law and does not form part of your contract of employment. Amongst other things, the Modern Award may cease to apply if your position changes.

7. Your Role and Duties

You will be employed in the position set out in the Item "**Position**" of the Summary of Key Employment Details or other positions as determined by the Company from time to time, and on the basis set out in the Item "**Basis of employment**" of the Summary of Key Employment Details.

You will report to the person set out in the Item "**Direct Report**" of the Summary of Key Employment Details, or other persons as directed by the Company from time to time.

Your duties and responsibilities will include those set out in a position description provided to you and any other duties that the Company may reasonably require you to perform from time to time.

You agree to:

- (a) comply with all lawful and reasonable directions given you by the Board of the Company and any person duly authorised by the Board;
- (b) subject to any written consent by the Company and except in the case of absence by reason of illness or incapacity or while on leave in accordance with this agreement, devote the whole of your time, attention and abilities exclusively to the business of the Group during normal business hours and such other hours as are necessary for you to perform your duties in a satisfactory manner;
- (c) use your best endeavours to promote and enhance the interests, welfare, business, profitability, growth and reputation of the Group;
- (d) act in the best interests of the Group and not intentionally do anything which is or may be harmful to the Group;
- (e) perform your duties and responsibilities in a proper and efficient manner;
- (f) promptly report to the Board or such person as the Board may from time to time determine, all information and explanations as it may require in connection with matters relating to your employment or the business of the Group; and
- (g) not act, or be seen to be acting, in conflict with the best interests of the Group.
- (h) If the Company promotes you and/or your remuneration, position, duties, responsibilities and/or status change, the terms of this agreement will continue to apply to your employment.

The company may change these requirements from time to time.

If the Company promotes you and/or your remuneration, position, duties, responsibilities, reporting line and/or status change, the terms of this agreement will continue to apply to your employment.

Nothing in this agreement will be construed as limiting your duty of good faith and fidelity to the Company or any other duties you may to the Company at common law, in equity or by statute.

8. Conduct During Employment

During your employment, you must not:

- (a) be engaged, concerned or interested in or associated with or otherwise involved in any capacity in any business or activity that is competitive with any business carried on by the Company, without the prior written approval of the Company;

- (b) encourage or persuade any of the Group's employees, agents, or contractors to resign or to stop providing services to the Group; or
- (c) encourage or persuade any of the Company's clients, customers, suppliers, or agents to terminate or restrict their trade relationship with the Company.

Without limiting your duties to the Company, you must not (during or outside of working hours):

- (a) act in conflict with the Group's best interests;
- (b) be involved in competing, or preparing to compete, with any Group member without the Company's prior written approval;
- (c) perform work for any person other than a Group member without the Company's prior written approval; or
- (d) Disparage the Company or a Related Body Corporate.

The Company may require you to provide evidence confirming to the satisfaction of the Company that you are not in breach of the clause.

You acknowledge that:

- (a) the restrictions specified in this clause are, in the circumstances, reasonable and necessary to protect the Company's legitimate interests; and
- (b) damages are not an adequate remedy for a breach of this clause.

The Company may, at any time and for any period without cause, require you not to perform any duties, or attend the office, providing it pays your base salary and any statutory entitlements during this period.

You acknowledge that you have no authority to bind, or make representations on behalf of, the Employer or the Company, except as expressly authorised from time to time.

If you become aware of or suspect any unlawful act or omission by any Group member or any employee or contractor of a Group member in breach of contract with any Group member or any of the Group's policies, you must advise the Company immediately.

9. Hours of Work

Your ordinary hours of work are <<TotalWeeklyHours>> hours per week. You agree to work these ordinary hours of work and any other hours as are necessary for you to perform your duties or required by the Company. You agree that these other hours are reasonable additional hours. Your ordinary hours of work are <<TotalWeeklyHours>> hours per week. You agree to work these ordinary hours of work and any other hours as are necessary for you to perform your duties or required by the Company. You agree that these other hours are reasonable additional hours.

Your initial hours of work must be worked are set out below, although you will be flexible and agree to work the roster required by the Company from time to time, and this may include working on weekends, public holidays and shift work:

<<WeeklySchedule>>

Your ordinary hours of work are <<TotalWeeklyHours>> hours per week to be averaged over a period of <<AveragingPeriod>> weeks. You agree to work these ordinary hours of work and any other hours as are necessary for you to perform your duties or required by the Company. You agree that these other hours are reasonable additional hours.

10. Time Recording

You are required to complete regular time recordings as directed by the Company or the Company's management.

You are responsible for the completion of your own time record. Completing time records on behalf of another employee or permitting another employee to do so on your behalf, may result in disciplinary action, up to and including dismissal.

11. Remuneration

The Company will pay you the annual base salary set out in the Item "**Base Salary**" of the Summary of Key Employment Details, less applicable tax, based on your current classification under the Modern Award. Your salary will be paid into your nominated bank account by electronic funds transfer on the frequency basis set out in the Item "**Frequency of payment of salary**" of the Summary of Key Employment Details.

Where applicable, the Company will also pay you overtime, allowances, penalties, and loadings in accordance with the Modern Award.

Unless otherwise set out in this letter, your annual salary and any other payments made to you under this agreement (**Remuneration**) compensate you for, and can be used to set off, any legal entitlement you may have or become entitled to under the Modern Award, any other industrial instrument, and any relevant legislation applicable to your employment (**Industrial Laws**). This includes minimum wages, overtime, allowances, loadings, and penalties (**Minimum Entitlements**). For the purposes of calculating the Minimum Entitlements you may receive under any Industrial Laws, your ordinary time rate is the minimum rate specified for your classification in the applicable Industrial Laws. If there are changes to the Minimum Entitlements you may receive under the Industrial Laws, your Remuneration will be applied to, and absorb, those changed entitlements. This means that you are not entitled to additional payments for overtime, allowances, loadings (including annual leave loading) and penalties. Where the Remuneration that you receive is greater than the Minimum Entitlements you would receive under the Industrial Laws, the amount in excess of the Minimum Entitlements satisfies any other legal entitlements you may have where you receive less than the minimum amount under the Industrial Laws. The Company will pay you the annual base salary set out in the Item "**Base Salary**" of the Summary of Key Employment Details, less applicable tax, based on your current classification under the Modern Award. Your salary will be paid into your nominated bank account by electronic funds transfer on the frequency basis set out in the Item "**Frequency of payment of salary**" of the Summary of Key Employment Details.

Unless otherwise set out in this letter, your annual salary and any other payments made to you under this agreement (**Remuneration**) compensate you for, and can be used to set off, any legal entitlement you may have or become entitled to under the Modern Award, any other industrial

instrument, and any relevant legislation applicable to your employment (**Industrial Laws**). This includes minimum wages, overtime, allowances, loadings, and penalties (**Minimum Entitlements**). For the purposes of calculating the Minimum Entitlements you may receive under any Industrial Laws, your ordinary time rate is the minimum rate specified for your classification in the applicable Industrial Laws. If there are changes to the Minimum Entitlements you may receive under the Industrial Laws, your Remuneration will be applied to, and absorb, those changed entitlements. This means that you are not entitled to additional payments for overtime, allowances, loadings (including annual leave loading) and penalties. Where the Remuneration that you receive is greater than the Minimum Entitlements you would receive under the Industrial Laws, the amount in excess of the Minimum Entitlements satisfies any other legal entitlements you may have where you receive less than the minimum amount under the Industrial Laws.

12. Superannuation

In addition to your base salary, the Company will make the minimum compulsory superannuation contributions on your behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) into your nominated eligible superannuation fund. If you do not choose a superannuation fund then the Company will make the contributions into your stapled fund or, if you do not have one, into its default fund. The current superannuation guarantee rate (which does not form part of this agreement) is listed in the "**Superannuation Guarantee Rate**" Item of the Summary of Key Terms.

Your remuneration is a total salary package and is inclusive of the minimum compulsory superannuation contributions calculated in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

The Company will make these minimum compulsory superannuation contributions into your chosen superannuation fund. If you do not choose a superannuation fund then the Company will make the contributions into your stapled fund or, if you do not have one, into its default fund. The current superannuation guarantee rate (which does not form part of this agreement) is listed in the "**Superannuation Guarantee Rate**" Item of the Summary of Key Terms.

In the event that the Superannuation Guarantee Rate increases (and thereby results in the minimum compulsory superannuation contributions increasing), the Company may adjust your remuneration so that it continues to meet the minimum compulsory superannuation contributions without increasing your total salary package.

13. Commissions

You may be eligible to participate in a commission scheme during your employment. Your participation in, and all payments and benefits under such a scheme, are at the absolute discretion of the Company.

The Company has the right to add to, vary, revise, or discontinue the scheme from time to time. In doing so, the Company will not be required to replace the scheme or provide any benefit or other form of compensation to you. The terms of the scheme do not form part of these terms and conditions.

If notice of termination of employment is given you will not be entitled to receive any commissions after that time, unless expressly agreed to with the Company. Any amounts paid to you under the scheme will be inclusive of superannuation and subject to applicable tax.

14. Bonuses

You may be eligible to participate in a bonus scheme during your employment. Your participation in, and all payments and benefits under such a scheme, are at the absolute discretion of the Company. You should have no expectation of receiving a payment.

The Company has the right to add to, vary, revise, or discontinue the scheme from time to time. In doing so, the Company will not be required to replace the scheme or provide any benefit or other form of compensation to you. The terms of the scheme do not form part of these terms and conditions.

If your employment is terminated by either party, other than for serious misconduct, you will be eligible for the payment of bonuses based on pro-rata completion of bonus periods at the time of notice of termination.

Any amounts paid to you under the scheme will be inclusive of superannuation and subject to applicable tax.

You may be eligible to participate in a bonus scheme during your employment. Your participation in, and all payments and benefits under such a scheme, are at the absolute discretion of the Company. You should have no expectation of receiving a payment.

The Company has the right to add to, vary, revise, or discontinue the scheme from time to time. In doing so, the Company will not be required to replace the scheme or provide any benefit or other form of compensation to you. The terms of the scheme do not form part of these terms and conditions.

If your employment is terminated by either party, for any reason, you will only be eligible for the payment of bonuses based on completed bonus periods at the time of notice of termination (that is, there is no pro-rata entitlement).

Any amounts paid to you under the scheme will be inclusive of superannuation and subject to applicable tax.

15. Short Term Incentive

- (a) You may be eligible to participate in the Company's short term incentive plan.
- (b) Your participation is subject to the rules of the plan and the Company may amend or revoke these rules at any time. They do not form part of your employment agreement.
- (c) Your participation in the plan, and all payments and benefits under the plan (if any), are at the absolute discretion of the Company and may be varied or discontinued from time to time. In doing so, the Company will not be required to replace the discretionary bonus or provide any benefit or other form of compensation to you.
- (d) Any payment to you will be net of any applicable tax and superannuation contribution which the Company is required to make in respect of any incentive payment.
- (e) To be eligible for any payment, you must be employed at the time of payment.

16. Long Term Incentive

You may be eligible to participate in long term incentive arrangements offered by the Company from time to time. Details of these arrangements will be provided to you separately, and do not form part of your employment agreement.

17. Sales Incentive

- (a) You may be eligible to participate in the Company's sales incentive plan.
- (b) Your participation is subject to the rules of the plan and the Company may amend or revoke these rules at any time. They do not form part of your employment agreement.
- (c) Your participation in the plan, and all payments and benefits under the plan (if any), are at the absolute discretion of the Company and may be varied or discontinued from time to time. In doing so, the Company will not be required to replace the sales incentive or provide any benefit or other form of compensation to you.
- (d) Any payment to you will be net of any applicable tax and superannuation contribution which the Company is required to make in respect of any incentive payment.

18. Overpayment

If the Company overpays you, whether by mistake of fact or law, you agree that amount will represent a debt to the Company and that you will, upon receiving a written request from the Company, agree to repay that money or benefit which has been overpaid and/or provide authority for the employer to deduct this overpayment from your Remuneration.

19. Remuneration Review

Subject to the Company's policies (if any), your Remuneration will be reviewed annually. Whether your Remuneration is increased is entirely at the discretion of the Company.

20. Remuneration Packaging

- (a) You and the Company may agree to package your Remuneration in a way that is different from that set out in the Remuneration clause.
- (b) You will be required to meet the costs of any fringe benefits tax or other tax or costs payable by the Company in consequence of any agreement to package the Remuneration.
- (c) Subject to company policies, the Company will pay the relevant cash component of the Remuneration into your nominated bank account on a <<RemPackageFrequency>> basis or as may be otherwise agreed.

21. Expenses

The Company will reimburse you for all expenses that you reasonably incur in the proper performance of your duties, subject to you providing receipts (such as tax invoices) or other documentary evidence as the Company may require.

The Company may reimburse you for all expenses that you reasonably incur in the proper performance of your duties, subject to you obtaining prior approval from your manager and you providing receipts (such as tax invoices) or other documentary evidence as the Company may require.

22. Leave Provisions

You are entitled to annual leave, personal/carer's leave, long service leave and other leave in accordance with law, as it applies from time to time. Subject to applicable law, the Company may require you to take accrued annual leave, including during any shut down over the Christmas/New Year period. If you do not have sufficient accrued annual leave to cover the shutdown period, you agree to take leave without pay.

If you are absent on personal/carer's leave, the Company may require you to provide the Company with a doctor's certificate to evidence your or your family/household member's illness or injury.

You are entitled to:

- (a) annual leave;
- (b) long service leave;
- (c) sick, carer's or compassionate leave (Personal/Carer's Leave);
- (d) parental leave;
- (e) family and domestic violence leave,

in accordance with applicable law.

Before granting Personal/Carer's Leave, or during or following any period of Personal/Carer's Leave, the Company may:

- (a) in the case of leave involving an illness or injury, require you to provide Satisfactory Evidence confirming your illness or injury or that of your Family Member (as the case may be);
- (b) in the case of leave for an unexpected emergency affecting a Family Member, require to provide Satisfactory Evidence of the emergency; and/or
- (c) in the case of compassionate leave, require you to provide Satisfactory Evidence confirming the reason for the Compassionate Leave.

Family Member means a member of your immediate family or household, as those terms are used in the relevant provisions of the *Fair Work Act 2009*.

Satisfactory Evidence means evidence reasonably satisfactory to the Company, subject to any restrictions imposed by law, and may include a medical certificate or statutory declaration as required Company.

Subject to applicable law, the Company may direct you to take annual leave. Without limiting the Company's rights and subject to law, the Company may direct you to take accrued annual leave, annual leave in advance or unpaid leave during any period in which part or all of the Company is shut down (and you agree to such arrangements).

Unless you cannot do so for circumstance beyond your control, you must as soon as practicable notify the Company if you will be absent. If the Company requires you to notify a particular person of your absence, then you must comply with this requirement.

23. Termination of Employment

In the event that either you or the Company decides to terminate your employment at any time after the conclusion of the probationary period, the notice of termination that each party must give to the other in writing is the period in the Item "**Notice of termination**" of the Summary of Key Employment Details, subject to the National Employment Standards of the *Fair Work Act 2009* (Cth). If either you or the Company terminates your employment, the Company may choose to

make a payment to you in lieu of part or all of this notice. During any period of notice, the Company may require you to not attend work and/or perform lesser or alternative duties.

The Company may also terminate your employment immediately and without notice if you engage in any conduct that would give the Company the right to summarily dismiss you at law, including but not limited to where you engage in serious misconduct, refuse or fail to comply with any lawful and reasonable direction given by the Company, engage in conduct that would bring the Company into disrepute, materially neglect your duties and/or commit any serious or persistent breach of this agreement.

On termination of your employment, the Company may set-off any debt, obligation, or liability you owe to the Company against your entitlements on termination.

Your employment may be terminated at any time by either party giving the other party the period of written notice specified in Item "**Notice of Termination**" in the Summary of Key Employment Details. If the period of notice specified there is less than the minimum period required by the Fair Work Act 2009, then the statutory notice period applies.

The Company may, in its absolute discretion, elect to make a payment to you, in lieu of any period of notice, or the unexpired part of any period of notice, given under this clause. If the Company does so, then your employment terminates on the date that the Company notifies you of the election.

Without limiting the Company's rights, your employment may be terminated by the Company at any time immediately if, during your employment (whether before or after the date of this agreement) or prior to its commencement you:

- (a) disobey a reasonable and lawful instruction;
- (b) are involved in serious misconduct including, without limitation:
 - (i) wilful, or deliberate, behaviour by you that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes imminent or serious, risk to:
 - a. the health or safety of a person; or
 - b. the reputation, viability or profitability of the Company's interest;
 - (iii) in the course of your employment, engaging in theft, fraud, assault or sexual harassment;
 - (iv) being intoxicated at work; or
 - (v) refusing to carry out a lawful and reasonable instruction;
- (c) breach any material provision of this agreement including your duties in "Your Role and Duties", "Confidential Information" and "Intellectual Property"
- (d) are charged with, or found guilty of, a criminal offence;
- (e) you have engaged in any conduct or omitted to engage in conduct which, in the Company's reasonable opinion, could cause material harm damage to the profitability, viability, reputation or business interests of the Company or the Group.

The Company may terminate your employment, or give you notice of termination, notwithstanding that you have already given notice of termination.

Termination under this clause does not affect any accrued rights or remedies of either party.

Your employment may be terminated at any time by the Company giving the period of written notice specified in Item "Notice of Termination" in the Summary of Key Employment Details. If the period of notice specified there is less than the minimum period required by the Fair Work Act 2009, then the statutory notice period applies.

If you are over the age of 45 years and have at least two years' service, you are entitled to one additional week's notice of termination.

You may terminate this agreement at any time by providing the Company with <<eenotice>> written notice.

The Company may, in its absolute discretion, elect to make a payment to you, in lieu of any period of notice, or the unexpired part of any period of notice, given under this clause. If the Company does so, then your employment terminates on the date that the Company notifies you of the election.

Without limiting the Company's rights, your employment may be terminated by the Company at any time immediately if, during your employment (whether before or after the date of this agreement) or prior to its commencement you:

- (a) disobey a reasonable and lawful instruction;
- (b) are involved in serious misconduct including, without limitation:
 - (i) wilful, or deliberate, behaviour by you that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes imminent or serious, risk to:
 - a. the health or safety of a person; or
 - b. the reputation, viability or profitability of the Company's interest;
 - (iii) in the course of your employment, engaging in theft, fraud, assault or sexual harassment;
 - (iv) being intoxicated at work; or
 - (v) refusing to carry out a lawful and reasonable instruction;
- (c) breach any material provision of this agreement including your duties in "Your Role and Duties", "Confidential Information" and "Intellectual Property"
- (d) are charged with, or found guilty of, a criminal offence;
- (e) you have engaged in any conduct or omitted to engage in conduct which, in the Company's reasonable opinion, could cause material harm damage to the profitability, viability, reputation or business interests of the Company or the Group.

The Company may terminate your employment, or give you notice of termination, notwithstanding that you have already given notice of termination.

Termination under this clause does not affect any accrued rights or remedies of either party.

24. Abandonment of Employment

Where you are absent from work for more than 3 working days without notification to the Company, you will be deemed to have abandoned your employment and this agreement shall be deemed terminated.

25. Obligations on Termination

If your employment is terminated for any reason:

- (a) you irrevocably authorise the Company to deduct any amounts you owe the Employer against any amounts the Employer owes you at the date of termination except for amounts the Employer is not entitled by law to deduct and you acknowledge that this is reasonable and principally for your benefit; and
- (b) you must return all Company Property to the Company on termination;
- (c) you must comply with any directions of the Company in relation to Confidential Information or Company Property – including after termination of your employment and including cooperating with the Company so as to satisfy the Company that you do not have any Confidential Information or Company Property in your possession or control.

On and after the termination of your employment for any reason:

- (a) your obligations under Confidential Information clause (except in respect of information which is part of your general skill and knowledge but is neither a trade secret nor highly confidential information) and Intellectual Property clause continue to apply;
- (b) you must not make any copies of, or record, any Confidential Information or Company Property in any form;
- (c) as and when required by the Company, you must disclose any password, security access codes or other information used by you in the course of your employment with the Company;
- (d) you must not represent yourself as being associated with the Group;
- (e) you must not make any adverse comment, publicly or otherwise, about any member of Group;
- (f) you must provide any assistance to any member of the Group reasonably required by the Company in relation to any threatened or actual proceedings before a court or tribunal;
- (g) you must delete your Work-Related Social Media Accounts or take such other action in relation to those accounts as required by the Company. Work-Related Social Media Accounts means your LinkedIn account, Twitter account and any other work-related social media account.

26. Relief from Duty and Related Matters

If either you or the Company have given notice of termination or you have been suspended under any applicable Suspension clause, the Company may, without limiting its rights, require you during part or all of the period of notice of termination or suspension:

- (a) not to carry out any of your duties;
- (b) not to attend for work or any Company or Group premises;
- (c) not to access any Company or Group computer systems;
- (d) to perform duties which are different to those which you had been required to perform, provided only that you have the necessary skills and competence to perform the duties;
- (e) not to have any contact with any customers, suppliers or employees of any Company or Group member;
- (f) to return Company Property to the Company;

- (g) without limiting the Company's rights and in accordance with law, to take annual leave or (if applicable) long service leave;
- (h) to resign all directorships held as a consequence of the employment; or (i) to suspend or terminate your access to systems and premises; (j) any combination of the above.

If either you or the Company have given notice of termination, the Company may, without limiting their rights, appoint a replacement to your position.

You acknowledge that:

- (a) you provide special services to the Company;
- (b) this clause is in the circumstances reasonable and necessary to protect the Company's legitimate business interests; and
- (c) damages are not an adequate remedy for a breach of this clause.

27. Environment and Climate Change

If either you or the Company have given notice of termination, and if as a result the Company has directed you to not perform duties during all or part of your notice period (i.e. gardening leave), then the Company will permit you to spend time you would ordinarily be working providing volunteer services to environmental or climate change based charities (provided that the activities are lawful). You acknowledge and agree that your duties to the Company continue to apply during any volunteering period and that you may be recalled to work at any time meaning you will remain ready, willing and able to do so.

28. Return of Company Property

If requested by the Company:

- (a) at any time during the course of your employment; or
- (b) on the termination of your employment for whatever reason,

you must immediately return to the Company all Company Property (including any Confidential, whether in physical or electronic form) that is in your possession and control.

29. Intellectual Property

During the course of your employment, you may be involved in the development of Intellectual Property. This may be on your own or in conjunction with others and may be during or after work. You agree to assign all right, title, and interest in the Developments to the Company immediately upon creation and you acknowledge and agree that the Developments are and will be the sole and exclusive property of the Company.

Both during and after your employment, you agree to do all acts and things that the Company may reasonably request of you to secure the Company's sole, absolute and exclusive ownership of the Intellectual Property. You must immediately disclose to the Company (and to no other person) all the details of any developments. You must not engage in any conduct that may damage the Company's Intellectual Property (including the Intellectual Property in the developments) or the Company's rights in the Intellectual Property. Where you have Moral Rights, you irrevocably consent to the Company infringing those Moral Rights.

Your obligations under this clause continue after the termination of this agreement.

You:

- (a) presently assign to the Company all existing and future Intellectual Property Rights;
- (b) acknowledge that by virtue of this clause all existing Intellectual Property Rights are vested in the Company and, on their creation, all such future Intellectual Property Rights will vest in the Company;
- (c) acknowledge that you may have Moral Rights in respect of Intellectual Property Rights;
- (d) in so far as you are able, waive your Moral Rights in respect of Intellectual Property Rights; and
- (e) voluntarily and unconditionally consent to all or any acts or omissions by the Company or its successors or assignees, or persons authorised by the Company, which would otherwise infringe your Moral Rights in respect of any Intellectual Property Rights.

You must disclose to the Company everything in which Intellectual Property Rights may subsist.

You must do all things reasonably requested by the Company to enable the Company to exploit and further assure the rights assigned, and consents given, under this clause.

This clause survives the termination of this agreement for any reason.

30. Confidential Information

In the course of your employment, you may have access to Confidential Information. You may not use or disclose this information unless authorised by the Company or as authorised by law. You must also use your best endeavours to keep secure all Confidential Information that is in your possession. If you are uncertain as to whether information is Confidential Information, you must treat the information as confidential unless advised by the Company in writing to the contrary. You must keep confidential all Confidential Information other than Confidential Information that:

- (a) you are required to disclose in the course of your duties as an employee of the Company;
or
- (b) that you are required by law to disclose.

You must only use Confidential Information for the purpose of performing your duties as an employee of the Company.

You must immediately notify the Company of any suspect or actual unauthorised use, copying or disclosure of Confidential Information.

Without limiting the Company's rights, you must provide assistance reasonably requested by the Company in relation to any proceedings the Company or Group may take, or threaten to take, against any person for unauthorised use, copying or disclosure of Confidential Information.

This clause survives the termination of this agreement for any reason.

31. Restraint on Your Conduct

In order to protect the goodwill of the Company, and in consideration of your remuneration, you agree that on and from the date of the termination of your employment for whatever reason (**Termination Date**), you will not, in the Restraint Area for the Restraint Period, without the prior written consent of the Company, directly or indirectly and whether on your own behalf or on behalf of any other person and in any capacity:

- (a) **(poaching Clients prohibited)** approach, contact or solicit, or assist anyone else to approach, contact or solicit, any Client with whom you had dealings or contact during the 12-month period prior to the Termination Date with a view to:
 - (i) providing the Client with the same or similar services to those provided by the Group or which the Group proposed to provide as at the Termination Date; or
 - (ii) that Client ceasing to deal with the Group or reducing the dealing that Client has customarily had or contemplated having with the Group;
- (b) **(providing services to Clients prohibited)** deal with or accept any work from, or provide services to, any Client with whom you had dealings or contact during the 12-month period prior to the Termination Date with a view to providing that Client with the same or similar services to those provided by the Group;
- (c) **(poaching staff prohibited)** encourage any of the Group's directors, managers, officers, employees, agents or contractors with whom you had dealings or contact during the 12-month period prior to the Termination Date to stop working for or providing services to the Group or to commence working for or providing services to another person or entity, including you;
- (d) **(providing relevant services to competitors prohibited)** Work for (or prepare to Work for) or a Competitor's business; or
- (e) **(certain involvement with competitors prohibited)** be Involved With (or prepare to be Involved With) a Competitor's business.

This clause will be construed to the maximum extent and have effect as if it were the number of separate clauses which result from combining each of the obligations in subparagraphs (a) to (e) (inclusive) with each of the periods in Restraint Period (inclusive) and combining each such combination with each of geographic areas in the Restraint Area (inclusive), each such resulting obligation being severable from each other such resulting obligation.

You agree that these obligations are reasonable and if any of the obligations resulting from the interpretation of this clause are invalid or unenforceable for any reason, such invalidity or unenforceability will not prejudice or in any way affect the validity or enforceability of any other such resulting obligation. You also acknowledge and agree that you have received adequate consideration for the obligations imposed on you in this agreement and that the duration extent and application of the respective restraints contained in this agreement are at the date of this agreement (and as the parties can at that date foresee) not greater than is reasonably necessary for the protection of the interests of the Company given the nature of the business and undertaking of the Company.

In this clause:

Competitor means an actual or prospective competitor of the Company or a Group Member.

Involved With means to participate, assist or otherwise be directly or indirectly involved including as a member, shareholder, unitholder, director, adviser, principal, agent, beneficiary, partner, associate, trustee or financier. However, it does not include:

- (a) to Work for; or
- (b) to hold shares of up to 5% in a company listed on a recognised stock exchange.

Restraint Period means:

- (a) 12 months;
- (b) 9 months;
- (c) 6 months; (d) 3 months.

Restraint Area means:

- (a) Australia
- (b) State or Territory in which you are located on termination; (c) City in which you are located on termination.

Work means working for directly or indirectly and includes:

- (a) working as an employee;
- (b) working as a contractor (whether in your personal capacity, via a company, partnership or any other structure).

32. Work Health and Safety

You acknowledge and agree that a safe and secure workplace is important and that you will:

- (a) comply with all work health and safety laws and regulations;
- (b) ensure the safety of yourself as well as your co-workers and any other person at the workplace;
- (c) wear and use the safety and protective equipment or clothing required;
- (d) comply with the Company's work health and safety practices and procedures and that if you do not, you will face disciplinary action, which could include the possible termination of your employment; and
- (e) immediately report to management any accidents, near misses, incidents or hazards arising in the course of your employment.

You must under no circumstances attend work having consumed alcohol or drugs, or consume any alcohol or drugs while at work, unless the drugs are prescribed by a doctor, and then only on the basis that you are certified fit for work. You agree that the Company can request that you attend drug and alcohol testing or another medical examination to establish that you are fit for work.

33. Health Information and Assessment

- (a) If you incur any work-caused injury or illness, you authorise the Company to seek from and/or provide to any treating health professional, or relevant insurer (including workers' compensation and any disability insurer) information about your medical condition or any past medical condition relating to your work.
- (b) If at any time the Company, has doubts about your capacity to perform the duties due to illness or injury, whether work related or not, or it considers it necessary to ensure compliance with its work health and safety obligations, the Company may require you to undergo an examination by a medical practitioner nominated by the Company. Such examination will be at the Company's expense. The Company will be entitled to a copy of the relevant report.

34. Monitoring of Information Technology Notice and Policy

The Company utilises a number of practices to monitor its offices and employees. You consent to the Company storing, accessing, tracking, monitoring, and reading all information transmitted or received by the Company's monitoring systems, including in respect of the Company's information technology resources.

The Company notifies you that it carries out ongoing, intermittent surveillance of the use of computer and other electronic communications systems by employees including emails, internet and files (including files stored on employees' work computers).

The surveillance is carried out by all means available to the Company, which may include:

- (a) accessing employees' email and account or emails;
- (b) accessing files and other information contained on employees' computers, storage devices or communications devices;
- (c) accessing records of internet usage by employees (including sites and pages visited, files downloaded, video and audio files accessed and data input); and
- (d) use of monitoring, logging and automatic alerting software and other specialised software.

You agree this clause serves as notice of the monitoring and that the surveillance will commence on the Commencement Date.

35. Privacy

You acknowledge that during the term of this Agreement you may have access to personal information (as defined in the Privacy Act 1988 (Cth)). You agree that you must not use or disclose any personal information collected by the Company for any purpose other than as required in the course of your employment and that you must comply with the Company's instructions and policies relating to the collection, use and disclosure of personal information.

You acknowledge and agree that the Company and any Group member may, for any purpose relating to your employment with the Company or for the reasonable business requirements of the Company or the Group member:

- (a) collect and use your personal information; and

- (b) disclose your personal information, including but not limited to Group members outside of Australia, the Australian Tax Office, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisers, potential purchasers in a sale of business and law enforcement bodies.

36. Resolution of Disputes

- (a) The parties will first seek to resolve workplace disputes privately. You should raise the problem with <<DisputeRaiseTo>> as soon as possible and the parties should quickly meet to discuss the matter and endeavour to resolve it.
- (b) If the workplace dispute remains unresolved, and the Company consider it appropriate to do so, the dispute will be referred to mediation to be conducted by <<Mediator>>.
- (a) The parties will first seek to resolve workplace disputes privately. You should raise the problem with <<DisputeRaiseTo>> as soon as possible and the parties should quickly meet to discuss the matter and endeavour to resolve it.

37. Warranties

You represent and warrant to the Company that you have the legal right to enter into this agreement and, in performing the duties and obligations under this agreement, you will not be in breach of any obligation to a third party, including any restrictive covenant or confidentiality provision.

You represent and warrant to the Company that:

- (a) you have the legal right to enter this Agreement;
- (b) the execution of this Agreement, your employment and the performance of the duties will not violate any obligations you owe to any third party (including a former employer) or breach any agreement to keep in confidence information acquired by you before the employment;
- (c) you will not infringe the Intellectual Property rights of others while employed by the Company;
- (d) you are capable of performing the involved in the employment and any information set out in a resume provided by you, or on your behalf, to the Company during the recruitment and selection process for the Employment;
- (e) you have read and understand this Agreement, have not acted in reliance upon any representations or promises made by the Company other than those contained in this Agreement; and
- (f) you have disclosed everything to the Company which may be material to the decision to offer you employment under this Agreement.

38. Eligibility

This offer, and your continuing employment, is conditional upon:

- (a) your eligibility to work in Australia, including gaining and maintaining any necessary work visas (**Visa Requirements**);
- (b) the satisfactory results (as determined in the Employer's discretion) of any background, reference or medical checks required by the Employer.

(Eligibility Requirements)

If you fail to meet, or fail to continue to meet, any of the Eligibility Requirements, this offer of employment may be immediately withdrawn by the Company, or, if you have already commenced employment with the Company, your employment may be terminated in accordance with the Termination clause.

You consent to the Company conducting a Visa Entitlement Verification Online (**VEVO**) check with the Department of Immigration and must provide all information and documents (including your passport identity page) to the Company to enable this check to be conducted.

You will immediately advise the Company if you cease to satisfy the Visa Requirements or are likely to do so in the future.

39. Policies

You are required to observe and comply with any written policy, practice, or procedure of the Company. However, nothing in the Company's policies, practices or procedures give rise to a legal right enforceable by you and they do not form part of your contract of employment. You acknowledge that the Company may vary or rescind existing policies, or introduce new ones, without your agreement and doing so does not vary this agreement.

40. General Matters

- (a) This agreement constitutes the entire agreement between you and the Company as to your employment and it supersedes any prior representations, understandings or arrangements made between you and the Company, whether orally or in writing. This agreement can only be varied by mutual agreement of the parties in writing.
- (b) The laws applicable in the State or Territory in which you are employed govern this agreement and the parties submit to the non-exclusive jurisdiction of the courts of that State and any courts competent to hear appeals from those courts.
- (c) If any clause or part of any clause is in any way unenforceable, invalid, or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity, or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
- (a) This agreement constitutes the entire agreement between you and the Company as to your employment and it supersedes any prior representations, understandings or arrangements made between you and the Company, whether orally or in writing. This agreement can only be varied by mutual agreement of the parties in writing.
- (b) The laws applicable in <<GoverningLaw>> govern this agreement and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction and any courts competent to hear appeals from those courts.

- (c) If any clause or part of any clause is in any way unenforceable, invalid, or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity, or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

We are delighted to extend this opportunity to you and look forward to you joining the Company team and wish you every success.

If you wish to accept this offer, please execute it during your paperless onboarding powered by Xemplo.

Yours faithfully

<<ClientSignature>>

<<ContractManager>>

<<ContractManagerPosition>>

I, <<EmployeeFirstName>> <<EmployeeLastName>>, accept this letter of offer and agree to the conditions set out above.

<<EmployeeSignature>>

<<EmployeeSignedDate>>

<<EmployeeFirstName>> <<EmployeeLastName>>

Date