

EMPLOYMENT AGREEMENT

ConnectWise Australia Pty Limited

Jasmine Kaur

Employment agreement

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EMPLOYMENT AGREEMENT

THIS AGREEMENT IS MADE ON

19th July 2022

PARTIES

CONNECTWISE AUSTRALIA PTY LIMITED ABN 87 603 328 203 of Suite 11.02, Level 11, 1 Market Street, Sydney, NSW 2000 (hereinafter, the “**Employer**”)

JASMINE KAUR (hereinafter the “**Employee**”)

BACKGROUND

The Employer has offered to employ the Employee on the terms set out in this agreement, and the Employee has agreed to accept the offer.

AGREEMENTS

1. Definitions and interpretation

1.1 Definitions

Confidential Information means all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form relating to the Employer, its Related Bodies Corporate, their clients and employees or any of their activities, businesses, affairs, products, processes, customers or suppliers;

Intellectual Property means all patents, trade marks and designs (whether registered or not), copyright, know-how, trade secrets and EL rights; and

Related Body Corporate has the same meaning as in section 50 of the *Corporations Act 2001*.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (b) includes is not a word of limitation; and
- (c) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it.

2. Engagement

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2.1 Employment

The Employer employs the Employee to perform the Duties and in such other capacities as may be assigned to the Employee by the Employer from time to time.

2.2 Term

The Employee's employment commences with effect from the Commencement Date outlined in the Schedule and, unless terminated earlier in accordance with this agreement, continues until terminated in accordance with this agreement.

2.3 Probationary Period

The Employee's employment is subject to the Probationary Period, during which the Employee's performance and suitability for the position will be reviewed and assessed. During the Probationary Period the Employer may by 1 weeks' notice to the Employee or payment in lieu of the un-worked period of notice terminates the Employee's employment.

3. Responsibilities

3.1 Duties

The Employee must:

- (a) professionally, in an efficient and effective manner and in keeping with acceptable legal, moral, ethical, community and workplace standards and with due skill, care and diligence perform the Duties;
- (b) faithfully, diligently and consistently comply with all lawful directions of the Employer;
- (c) devote the whole of the Employee's time and attention and skill during work hours to the activities, businesses and affairs of the Employer;
- (d) not engage or be involved in any business or employment or provide any services to anyone other than the Employer without the prior written consent of the Employer;
- (e) not act in conflict with the best interests of, or compete with, the Employer;
- (f) not, in performing the Duties, accept any financial or other benefit except from the Employer or its Related Bodies Corporate;
- (g) not conduct oneself in such a manner, whether during work hours or outside work hours, in a way that causes damage to the Employer's reputation or property;
- (h) not use the information systems of the Employer (including the internet, email and voicemail) for excessive personal use or to view or distribute offensive or illegal material; and

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- (i) not unlawfully discriminate against, sexually harass, vilify or bully another person.

3.2 Policies

- 3.2.1 The Employee must comply with any requirements imposed on the Employee under any policy of the Employer.
- 3.2.2 In the event of any inconsistency between this agreement and a policy, the terms of this agreement will prevail to the extent of the inconsistency.
- 3.2.3 This clause 3.2 is not intended to create any binding obligation on the Employer to provide the Employee with benefits conferred on the Employee under any policy. Policies do not form part of the terms of this agreement unless expressly agreed in writing between the parties.

3.3 Location

- 3.3.1 The Employee's place of work is Suite 11.02, Level 11, 1 Market Street, Sydney, NSW 2000. However, the parties agree that the Employee will work at any other reasonable location to which the Employee may be directed from time to time by the Employer.
- 3.3.2 The Employee acknowledges that the Employee may, as directed by the Employer, be required to travel interstate or overseas for the purpose of performing the Duties.

3.4 Hours

The Employee must work 38 hours per week as outlined in the Schedule and in accordance with the Employer's office hours from time to time and must also work any additional hours as may reasonably be required by the Employer in order for the Employee to properly perform the Duties.

4. Remuneration

4.1 Payment

- 4.1.1 The Employer must pay the Employee the Remuneration outlined in the Schedule. Subject to clause 4.1.2, the Remuneration is exclusive of tax and inclusive of statutory superannuation payments and all other entitlements and benefits payable in respect of the Employee's employment.
- 4.1.2 The Employee acknowledges that the Remuneration is intended to compensate the Employee for any amount the Employee may be entitled to receive under any applicable award, including any amounts owed for overtime, penalty loadings or annual leave loading. The Employee also acknowledges that the Remuneration is intended to compensate the Employee for all hours worked by the Employee and that the Employee will not be entitled to any further remuneration for normal hours or any reasonable additional hours

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4.2 Review

The Remuneration may be reviewed each year after the anniversary of the Commencement Date but will not necessarily be increased.

5. Expenses

5.1 Payment

The Employer will, subject to any expenses policies of the Employer, reimburse the Employee for all reasonable and proper expenses incurred by the Employee in carrying out the Duties.

5.2 Verification

The Employer's obligation to make payments under clause 5.1 is subject to the Employee providing the Employer with evidence acceptable to it of the incurring of the expenses.

6. Leave

6.1 Entitlement

The Employee's leave entitlements are currently governed by the *Fair Work Act 2009* (Cth) and will be governed by other applicable legislation from time to time.

6.2 Summary

By way of summary, at the Commencement Date, the Employee will start accruing:

- (a) 4 weeks' paid annual leave for each year of the Employee's full-time employment (or on a pro-rata basis for part-time employment), which leave may be taken at times approved by the Employer;
- (b) 10 days' paid personal leave (which includes sick leave and carer's leave) for each year of the Employee's full-time employment (or on a pro-rata basis for part-time employment) on production of evidence in accordance with the Employer's employee policies from time to time;
- (c) other leave in accordance with statutory requirements; and
- (d) other leave in accordance with the Employer's leave policies notified by the Employer from time to time.

7. Intellectual Property and moral rights

7.1 Intellectual Property

All Intellectual Property developed by the Employee in the course of the Employee's employment or arising out of work done by the Employee in connection with the Employee's employment, belongs to the Employer.

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7.2 Moral rights

- 7.2.1 The Employee acknowledges that, during the Employee's employment with the Employer, the Employee will or may be the author of works protected by copyright.
- 7.2.2 The Employee consents to all or any acts or omissions by the Employer, whether occurring before or after the date of this agreement, in relation to all works of which the Employee is author and which are or have been created during the course of the Employee's employment.
- 7.2.3 The Employee acknowledges that:
- (a) the consent extends to any successors in title to the Employer and to any licensees of or persons authorised by the Employer; and
 - (b) the Employee freely gives the consent.

8. Confidentiality

8.1 Obligations

- 8.1.1 The Employee must keep confidential the Confidential Information and must not:
- (a) without the Employer's prior written consent; or
 - (b) except to the extent that it may be reasonably necessary in the course of the Employee's employment,
- during the term of this agreement or at any time afterwards, communicate to any person any Confidential Information.
- 8.1.2 The Employee must not, during the term of this agreement or at any time afterwards, use or attempt to use any Confidential Information for the Employee's own advantage directly or indirectly or in any manner which may cause injury or loss to the Employer.

8.2 Exclusions

The obligations set out in clause 8.1 do not apply to Confidential Information which:

- (a) prior to disclosure to the Employee is in the public domain or in published literature, or subsequent to disclosure, becomes in the public domain or is published other than as a result of an unauthorised act or omission of the Employee;
- (b) is received by the Employee from a third party without any obligation to hold it in confidence and has not been obtained by the third party directly or indirectly from the Employee;

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- (c) is independently developed by the Employee while having no knowledge of the Confidential Information;
- (d) the Employer has identified in writing as being released from the obligation of confidentiality; or
- (e) is required to be disclosed by law.

9. Suspension

The Employer may, in its absolute discretion during the term of this agreement, including in the course of any investigation into the conduct of the Employee, direct the Employee not to perform any duties or certain duties, require the Employee to remain away from the Employer's premises or require the Employee not to conduct any business or have any dealings with clients or suppliers of the Employer. Suspension will normally be on full pay but it remains at the discretion of the Employer.

10. Termination

10.1 By the Employer

- 10.1.1 The Employer may terminate this agreement and the Employee's employment at any time for any reason by giving the Employee at least 4 weeks' notice. The Employer will give the Employee an additional weeks' notice if the Employee is over the age of 45 years at the time notice is given and has at least 2 years' continuous service.
- 10.1.2 The Employer may terminate this agreement and the Employee's employment summarily and without notice for serious misconduct, if, without limiting other circumstances, the Employee:
 - (a) wilfully breaches the Employee's obligations under this agreement, including breaches of employee policies from time to time; or
 - (b) commits wilful neglect, theft, an act of dishonesty or fraud; or
 - (c) is convicted of any offence, which in the opinion of the Employer, precludes or inhibits the further performance of the Duties; or
 - (d) is intoxicated or under the influence of alcohol or illegal drugs at work; or
 - (e) cause imminent and serious risk to the health and safety of a person; or
 - (f) commit any other act or omission that would justify summary termination at common law/

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10.2 By the Employee

The Employee may terminate this agreement and the Employee's employment at any time by giving the Employer 4 weeks' notice.

10.3 Payment in lieu and non-performance of duties

- 10.3.1 If notice of termination is given by either party, the Employer may elect to require the Employee to continue work for part or all of the notice period or may, in its absolute discretion, make a payment to the Employee in lieu of the unworked period of notice. Any such payment in lieu will only be made on the Employee's base salary, excluding other benefits and any discretionary bonus amount.
- 10.3.2 If notice of termination is given by either party, the Employer may direct the Employee not to perform any duties for part or the whole of the notice period, require the Employee to remain away from the Employer's premises, require the Employee not to conduct any business or have any dealings with clients or suppliers of the Employer, or change the Employee's duties during part or all of the notice period.

10.4 Effect of termination

On termination of this agreement the Employee must immediately deliver to the Employer all company property and material comprising or containing any:

- (a) Confidential Information; or
- (b) Intellectual Property or other property of the Employer and its Related Bodies Corporate,

which may be in the Employee's power, possession or control.

11. Restraint

11.1 Restraint Period

For the purpose of protecting the Employer's business, goodwill and Confidential Information, the Employee must not within Australia without the prior written consent of the Employer, whether:

- (a) on the Employee's own account;
- (b) jointly with or on behalf of any other person or corporation as an officer, employee, independent contractor, partner, joint venturer or agent; or
- (c) by means of an agent, independent contractor or employee or any firm or corporation in which the Employee may be interested as an employee, director, shareholder, beneficiary, trustee, lender, adviser or otherwise,

for the Restraint Period:

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- (d) canvass, solicit, interfere with or entice away any person, who has at any time during the last 12 months of the Employee's employment been an employee of the Employer;
- (e) make contact with any person who has at any time during the last 12 months of the Employee's employment been a customer of the Employer in order to canvass or solicit any business of, or entice away from, the Employer;
- (f) accept an appointment offered by, or provide any services to a direct competitor of the Employer in the Employer's market within Australia; or
- (g) accept an appointment to any person or corporation with whom the Employee was involved for the purposes of their employment under this agreement.

11.2 Interpretation

11.2.1 In this clause 11, **Restraint Period** means:

- (a) a period commencing on the date of the Employee ceasing employment and continuing for a period of 3 months from that date;
- (b) a period commencing 3 months after the date of the Employee ceasing employment and continuing for a period of 3 months from that date;
- (c) a period commencing 6 months after the date of the Employee ceasing employment and continuing for a period of 3 months from that date; and
- (d) a period commencing 9 months after the date of the Employee ceasing employment and continuing for a period of 3 months from that date.

11.2.2 Each part of this clause 11 is to be treated as constituting part of a separate and severable obligation, and if any of those parts is found to be void, invalid or otherwise unenforceable, it will be deemed to be severed from this clause to that extent but the remainder of the clause will remain in full force and effect.

11.2.3 The Employee acknowledges that the restrictions contained in this clause 11 are fair and reasonable restrictions having regard to the level of access of the Employee to the Confidential Information of the Employer and to its customers and the sensitivity of these to the competitive position of the Employer.

12. Warranties and acknowledgements

The Employee:

- (a) warrants that the Employee:
 - (i) has the right to work in Australia; and
 - (ii) will advise the Employer immediately if there is any change to the work eligibility status as set out in paragraph (i); and

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- (iii) has informed the Employer of any matter relevant to the Employer's decision to employ the Employee;
- (b) acknowledges and agrees that the Employer:
 - (i) may conduct criminal record, solvency and other background checks on the Employee during the term of this agreement; and
 - (ii) conducts employee surveillance in accordance with its policies from time to time; and
- (c) acknowledges that the Employer has relied on these warranties set out in paragraph (a) and any other representations made by the Employee in deciding to enter this agreement.

13. Miscellaneous

13.1 Notices

All notices under this agreement must be in writing.

13.2 Amendment

This agreement may only be varied by the written agreement of the parties.

13.3 Continued application

The terms of this agreement will continue to apply to the Employee's employment notwithstanding any change to the Employee's position, duties, hours of work, remuneration or location, unless otherwise expressly agreed in writing.

13.4 Further assurances

The Employee must, during the term of this agreement and after termination of it and at the Employer's cost, provide all assistance reasonably requested by the Employer to register and protect any Intellectual Property developed by the Employee in the course of the Employee's employment, or arising out of work done by the Employee in connection with the Employee's employment.

13.5 Overriding obligations

The terms of this agreement are subject to any legal obligations to the Employee imposed on the Employer by law from time to time, the exclusion of which would contravene any statute or cause this agreement or any part of it to be void.

13.6 Entire agreement

- 13.6.1 This agreement embodies the entire understanding and agreement between the parties as to its subject matter.

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- 13.6.2 All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement.

13.7 Governing law and jurisdiction

- 13.7.1 This agreement is governed by and must be construed in accordance with the laws of New South Wales.
- 13.7.2 Each party:
- (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and
 - (b) waives any right to object to proceedings being brought in those courts for any reason.

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SCHEDULE

Commencement Date

TBD

Duties

Duties of **HR Coordinator** for the Employer in accordance with the attached job description, as varied by the Employer by notice to the Employee.

Probationary Period

6 months

Remuneration

AU \$82,500 per annum currently comprising:

Base Salary: AU \$75,000

Superannuation: 10%

Payment cycle: paid monthly in a cycle at the Employer's discretion (AUD)

Hours of Work

The Employee normal hours of work are 38 ordinary hours a week. These hours are to be worked within the Employer normal operating hours of 8:30- 5 Monday – Friday.

Resignation and Termination

4 weeks' notice by either party.

Additional weeks' notice if the Employee is over 45 years old and has at least 2 years' continuous service at the time notice of termination is given by the Employer.

Refer to Probation clause for notice during Probationary Period.

Location

Suite 11.02, Level 11, 1 Market Street, Sydney, NSW 2000 – however the Employee will work at any other reasonable location to which the Employee may be directed from time to time by the Employer. Interstate travel may also be required.

Governing State Law

New South Wales.

Mandatory Requirements

This employment offer is contingent upon: satisfactory results of a background check to verify the information you have provided. the satisfactory police check; reference checks; verification of your ability to legally work in the Australian; and execution of required Non-Compete Agreement and Colleague Handbook. This offer of employment is for “at-will” employment and supersedes

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any prior oral or written representations that you may have received. If you have any questions about “at-will” employment, please contact me at talent@connectwise.com. We are excited to have you join the ConnectWise family. We believe your experience and enthusiasm will be a great asset to our growth and success.

SIGNED AS AN AGREEMENT

Signed by **ConnectWise Australia Pty Limited**:

.....
Signature of witness

.....
Signature of authorised person

.....
Name of witness (print)

.....
Office held

.....
Name of authorised person (print)

Signed by **Jasmine Kaur**

.....
Signature of **Jasmine Kaur**
:

.....
Signature of witness

.....
Name of witness (print)

ATTACHMENT
JOB DESCRIPTION