

Property Details

41A Slessor Crescent, McKellar



Application Reference

TBD

Weekly Rent

\$800

Monthly Rent

\$3,476.19

Report Generated

26/11/22 2:58 PM

Last Submitted

26/11/22 2:58 PM

Lease Start Date

28/11/22

Lease Term

12 Months

Comments

No Comments

Applicant Details

Applicants

Oliver Bagin (20)
Adam Morris
Paras Stefanopoulos
Ren Noble

Occupants

4 Adults, 0 Dependents, 0 Pets

Vehicles

3 Vehicles

Total Income

\$71,665.13+

Utilities Requested

Yes

Special Conditions

No Special Conditions

Oliver Bagin Details

D.O.B	Gender	Smoker	Utilities Req.	Total Income
22/07/02 (20)	Male	No	Yes	\$71,665.13
Contact Mobile	Contact Phone	Contact Email		
0481 880 377	-	oliverbagin1@outlook.com		
Current Address				
49 Daley Road, Acton				
Current Employment Type	Employed Company		Job Title	
Part-Time	Appscore		Software Engineer	
Current Employment Type	Employed Company		Job Title	
Self Employed	Lambda Consulting		Partner	
Receiving Additional Income	Additional Income Details			
Yes	-			

Student Details for Oliver Bagin

Student Status	Course Duration	Expected Completion Date
Unspecified	4 years	-
Institution Name		
ANU		
Student ID	Course Name	
u7301207	BAC	
Student Comments		
-		

Bank Statement Details

Issued Date	Files Connected
19/11/22	6

Drivers Licence Details

Licence No.	Expiry Date	State	Country	DOB
040579978	3/02/25	VIC	AUS	22/07/02
Address	Files Connected			
23 Flour Mill Lane, Riddells Creek VIC, Australia				2

Employment Agreement Details

Issued Date	Files Connected
15/09/22	1

General Financial Details

Issued Date	Expiry Date	Files Connected
15/09/22	15/09/23	1

General Identification Details

Issued Date	Expiry Date	Files Connected
2/02/22	2/03/25	1

Medicare Card Details

Medicare No.	Expiry Date	Reference #	No. of people on card	Card Colour
3258215798	1/11/50	3	4	Green
Files Connected				
1				

Payslip Details

Issued Date	Files Connected
20/10/22	3

Other Occupants

Name	Relationship	Currently Living With
Adam Morris	-	-
Name	Relationship	Currently Living With
Paras Stefanopoulos	-	-
Name	Relationship	Currently Living With
Ren Noble	-	-

Application Questions

Last Completed: 26/11/22 2:58 PM

Are you applying with anyone else?

Yes

If yes, what is your relationship to the other applicants?

My name is Oliver. I have just finished my second year of university as a computer science student. I am a quiet and friendly person. I love nature, woodworking and rock climbing. I run a business with Paras and am always looking for ways to better myself.

I am well equipped to perform small home maintenance as I have worked as a factory hand and as a fabricator for many years. Between myself and my room mates we will run a very tight ship.

All of my friends are very clean and tidy people, my family would lease to myself and my friends. My family owns multiple homes and know what it is like to be a lessor. You will find us to be very respectful and courteous tenants.

Was your rental bond at your last address refunded in full?

Yes

Are there any existing extenuating circumstances which may affect your future rent payments?

No

Reason for moving

We are looking to move out of our college Burton and Garran. Though we have enjoyed it we want to move into a more quite living arrangement to focus for the rest of our degrees.

Are you an Australian Citizen or Permanent Resident?

Yes

Have you been known by any other name?

No

Have you ever been convicted of any crime or offence?

No

Will you be parking any motor vehicles on the property?

Yes

Have you ever had a tenancy terminated before?

No

Do you have any pets?

No

Have you previously rented?

Yes

Have you previously been employed?

Yes

Are you applying for a Department of Housing bond/rent assistance?

No

Are you bankrupt, a discharged bankrupt, or in the process of declaring bankruptcy?

No

Do you currently own an investment property?

No

Have you viewed the property in person?

Yes

Is the property condition clean & presentable for you to move in?

Yes

Do you have intentions to sublet?

No

If we were to conduct checks through external systems, would you expect there to be any red flags (debt notices etc)?

No

Have you contacted your referees to advise them to expect our contact?

Yes

Are you planning to operate a business from the property?

No

Do you have a truck, caravan, boat or trailer?

No

I have signed the Virtual Tour/Sight Unseen Waiver

No

Additional Comments

Dear Lessor,

We wanted to take the time to provide a holistic message on behalf of our entire group. This short letter will consolidate our individual messages together and hopefully give insight into our collective character.

We are a group of boys who all study together at the Australian National University. We come from diverse backgrounds - law, computer science, foreign languages – but are all united in our studiousness. We are looking for a quiet area where we will be able to maximise our academic output while we finish the rest of our degrees. We enjoy exercise, watching movies and getting involved in each other's unique hobbies.

We each have two years' worth of rental history at 'Burton and Garran College' at the Australian National University. We were all exemplar tenets - a statement that our college leadership or peers will happily attest to. As good tenants we all ways; paid our rent on time; kept our living spaces clean and tidy; and were respectful to the buildings management. This respect for property was instilled in us from our parents who are all multiple homeowners and have the same expectations of their tenants. Our parents have offered to grantor our rent despite us all being more than able to pay our own rent to ensure you have additional piece of mind. We will attach letters showing their capacity and willingness to do this.

We are respectful, friendly and kind young men. We would appreciate the opportunity to lease your property or to discuss any further requirements with you.

**Thank you,
Oliver, Paras, Ren and Adam**

Employment History

Company	Job Title	Annual Salary	Employment Status
Appscore	Software Engineer	\$28,898.23	Part-Time
Business Address		Business Website	
1/658 Church Street Richmond 3121		https://www.appscore.com.au/	
Business Established	Business Sector	Start Date	End Date
-	-	17/08/22	Current
Contact Name		Contact Mobile	Contact Phone
Simon Spencer		-	-
Contact Email			
Simon.Spencer@appscore.com.au			
Comments			
-			

Company	Job Title	Annual Salary	Employment Status
Lambda Consulting	Partner	\$32,767.90	Unknown
Business Address		Business Website	
49 Daley Road		https://lambdaconsulting.com.au/#/	
Business Established	Business Sector	Start Date	End Date
-	Software Consultancy	30/11/21	Current
Self Employment			
Yes			
Contact Details			
Self Employed - No Contact Details			
Comments			
-			

Company ResiLift	Job Title Fabricator	Annual Salary \$25,000	Employment Status Unknown
Business Address -		Business Website https://resilift.com.au/	
Business Established -	Business Sector -	Start Date 17/06/21	End Date 30/06/22
Contact Name Todd Cottée		Contact Mobile 0402 125 233	Contact Phone -
Contact Email todd.cottée@icloud.com			
Comments -			
Company Showfront	Job Title Fabricator	Annual Salary \$20,000	Employment Status Unknown
Business Address -		Business Website https://www.showfront.com.au/	
Business Established -	Business Sector -	Start Date 1/01/16	End Date 31/12/20
Contact Name Maxwell		Contact Mobile -	Contact Phone -
Contact Email Max@showfront.com.au			
Comments -			

Property History

Weekly Rent \$256	No Rent No	Address 49 Daley Road, Acton	
Landlord Type Private Landlord	Agent Company N/A	Lease Start 3/02/21	Lease End Current
Contact Name B&G Enquiries		Contact Mobile -	Contact Phone +61 2 6184 0000
Contact Email enquiries.bg@anu.edu.au		Agency Name -	Lease Type -
Reason for leaving Moving out			
Comments -			

Weekly Rent \$0	No Rent No	Address 23 Flour Mill Lane, Riddells Creek	
Landlord Type Owner Occupied	Agent Company N/A	Lease Start 22/07/14	Lease End 3/02/21
Contact Name -		Contact Mobile -	Contact Phone -
Contact Email -		Agency Name -	Lease Type -
Reason for leaving Moved out			
Comments -			

Additional Income Details

Additional Income Name Parent Rent Support	Gross Income Amount \$9,999	Payment Term Annually
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Personal References

Years Known -	Relationship Friend	Contact Mobile 0449 855 619	Contact Phone -
Contact Name Dexter Todd			
Contact Email dexterjftodd@gmail.com			

Comments
ABC Radio Producer

Years Known -	Relationship Colleague	Contact Mobile -	Contact Phone -
Contact Name Jack Miller			
Contact Email jack.miller@anu.edu.au			
Comments -			

Years Known -	Relationship Friend	Contact Mobile 0491 128 748	Contact Phone -
Contact Name Darcy Kapple			
Contact Email darcy.kapple@icloud.com			
Comments -			

Emergency Contacts

Years Known -	Relationship Mother	Contact Mobile 0416 260 204	Contact Phone -
Contact Name Alice Carter			
Contact Email acarter@vivbar.com.au			
Address 23 Flour Mill Lane, Riddells Creek VIC, Australia			

Comments
-

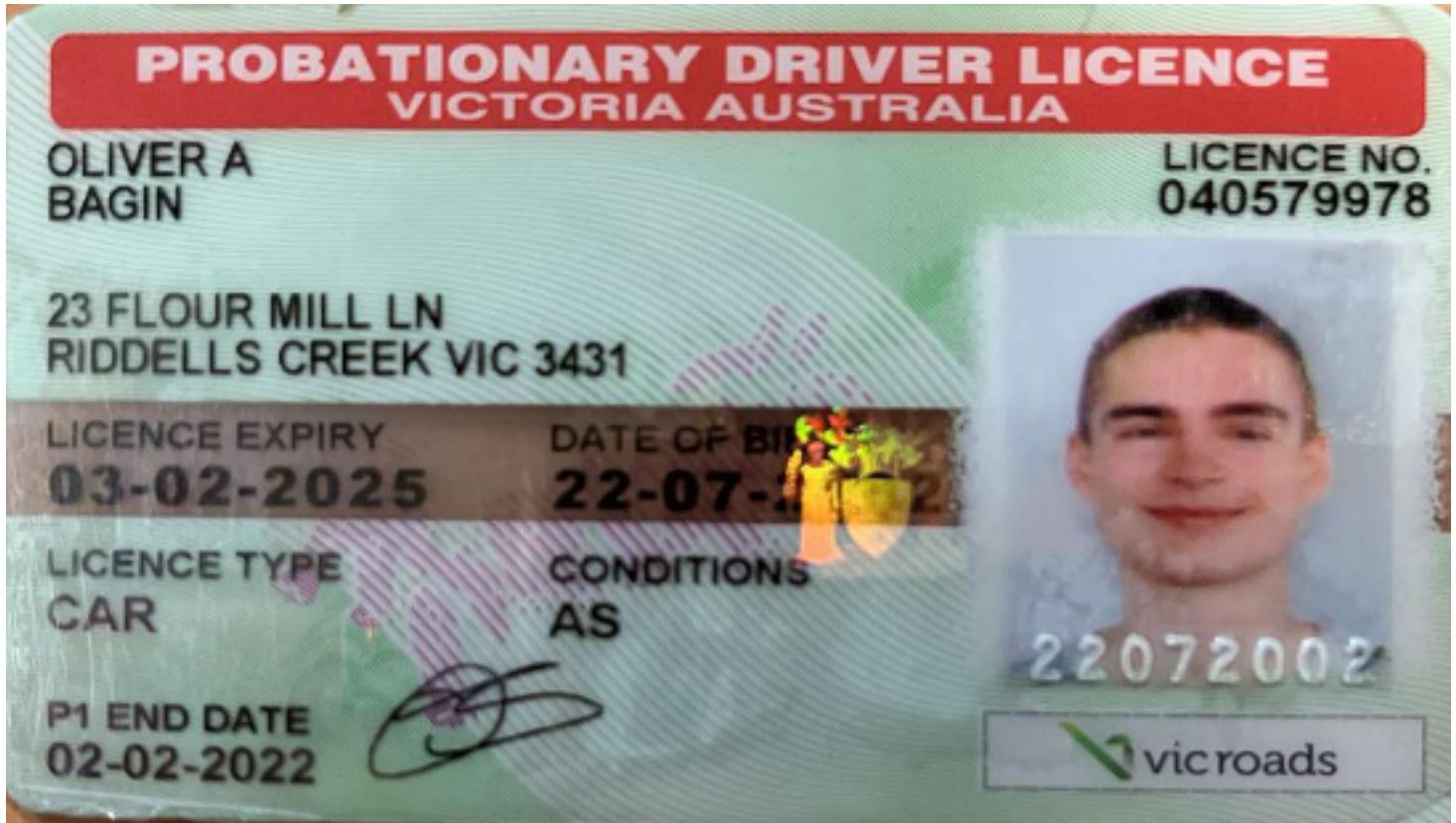
Years Known	Relationship	
-	Father	
Contact Name	Contact Mobile	Contact Phone
Christian Bagin	0488 651 585	-
Contact Email		
cbagin@zoho.com		
Address		
-		
Comments		
-		

Vehicles

Make	Model	Type	Primary	Registration #
Kia	Cerato	Car	No	1BX6HD
Comments				-

Attachments

Drivers Licence



CONDITIONS

A Automatic Gear Transmission

S Cognitive issues to be aware while driving

CARRY LICENCE WHEN DRIVING

07 - 02

PLACARD02202740734

03-02-2025

DATE OF BIRTH
22-02-2002

LICENCE EXPIRY
03-02-2025

VicRoads must be notified of your CHANGE OF ADDRESS by visiting www.vicroads.vic.gov.au or telephoning 131171 or writing to PO Box 777 Carlton Stn 3053

AFFIX CHANGE OF ADDRESS LABEL HERE

AT LAW POSSESSION OF A CURRENT DRIVER LICENCE
IS WHOLLY THE RESPONSIBILITY OF THE DRIVER



Medicare Card



General Identification

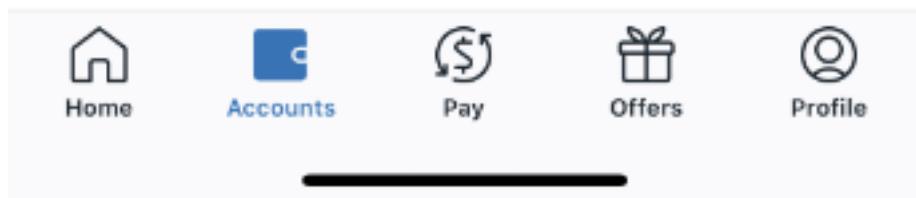


5:39

Accounts

Everyday Account 124-899 640316437	>
Available	\$62.64
Future Saver 124-899 680800884	>
Available	\$30,551.31
Sign up for a new account >	

Net balance \$30,613.95



5:39

Account Edit

Share trading
Account Number: BVKCA

Funds	Profit & Loss
A\$25.36	-A\$850.95
Available To Deal	Available To Withdraw
A\$25.36	A\$25.36
Positions	Book Cost
A\$16,852.01	A\$17,702.96

Withdraw Add Funds

- Manage Account >
- News >
- History >
- Calendar >
- Settings >
- Help & Support >
- Log Out >

Watchlists Trades Markets Alerts Account

Signed Terms and Conditions

Oliver Bagin

(Digital representation of tenants signature, approved by tenant)

26/11/22

(Date Signed)

Privacy Terms and Conditions

Authority to Use and Disclosure of Personal Information

I, the Applicant, acknowledge that I have read the Privacy Statement and the Privacy Policy of Distinct Property Management PTY LTD and I do solemnly and sincerely declare that all the information contained on this application is true and correct and has been willingly supplied to assist in the assessment of my application.

I hereby authorise and give permission for Distinct Property Management PTY LTD to request, collect and be issued any information required to assess my suitability as a tenant, such as previous rental records, salary/income levels, identity and work history under the provisions of the Privacy Act www.privacy.gov.au.

I warrant that I am authorised to make this application and to provide invitations, consents, acknowledgments, authorisations and other undertakings set out in this application on behalf of all applicants listed on this application.

I acknowledge that I have been issued with, I have read and understood, and I have retained a copy of the Application.

Primary Purpose

Distinct Property Management PTY LTD collects your personal information for the primary purpose of assessing the risk to our clients in providing you with a property you have requested to rent and if considered acceptable provide you with a tenancy for the property.

By submitting this application, and in accordance with Section 18n(1)(b) of the Privacy Act, I/We authorise the Lessor/Managing Agent to conduct investigations into my suitability as a tenant. These investigations may include my identity, credit worthiness, employment and credit history and/or capacity. These investigations are not limited to the contacts on my application form, and may include other sources such as national databases on tenant histories and also make enquiries of such other persons or agencies as the Owner may see fit.

The personal information the prospective Lessee provides in this application or collected from other sources is necessary for the Agent to verify the Applicant's identity, to process and evaluate the application, to manage the tenancy and to conduct the Agent's business.

In order to assess your application, the Agent may disclose your personal information to all or any of the following:

- The Lessor / Owners
- DVS Document Verification Service www.dvs.gov.au
- NTD/Equifax/Veda National Tenant Database 1300 526 836 www.ntd.net.au
- TICA Default Tenancy Control Pty Ltd and TICA Assist Pty Ltd. 1902 220 346 www.tica.com.au
- RPDATA 1300 734 318 www.rpdata.com.au
- BARCLAY MIS 1300 883 916 www.barclaysmis.com.au
- TRA 02 9363 9244 www.tradingreference.com
- InfoTrack <https://www.infotrack.com.au/>
- www.inspectrealestate.com.au
- Current and Past Employers
- Referees &Emergency Contacts
- Other Real Estate Agents, Asset managers or Private Landlords of current and previous residences.
- Any person who maintains any record, listing or database of defaults by tenants

I confirm I have been notified of the tenancy database contact details and the reasons for use.

Secondary Purpose

Distinct Property Management PTY LTD also has a number of secondary purposes for collecting your information.

Personal information collected about the Applicant in this application, during and after the course of the tenancy if the application is successful may be disclosed for the purpose for which it was collected to other parties including to the owner, referees, other agents, third party operators of tenancy reference databases, third party providers of rental bond loans, and prospective buyers of the Premises. Information already held on tenancy reference databases may also be disclosed to the Agent and/or Lessor.

During and after the tenancy the Agent may disclose your personal information to:

- Tradespeople to contact you for repairs and maintenance of the property.
- Tribunals or Courts having jurisdiction seeking orders or remedies.
- Debt collection agencies, Credit providers and related persons to permit them to contact or locate you.
- Tenancy Database.
- The Owners lawyer, mortgagee &financier or valuer
- Lessors / Owners insurer in the event of an insurance claim.
- Future rental references to other asset managers / owners.

If the Applicant would like to access the personal information the Agent holds, they can do so by contacting the Agent. The Applicant can also correct this information if it is inaccurate, incomplete or out-of-date. If the information is not provided, the Agent may not be able to process the application and manage the tenancy. A detailed copy of our Privacy Policy can be found at www.distinctpm.com.au

Connection Service Terms and Conditions

If my application is accepted, I authorise the Agent to release my information to Move Me In for the purpose of assisting the connection of utilities.

Save time and money. Compare huge range of energy suppliers* + other services – FREE service. You choose your supplier and connect online in 3 mins. Your Real Estate Agent will send you an invitation to connect via text and email once you have been approved.

*Terms and Conditions apply

Extra Attachments

Payslip - 1 page

Payslip - 1 page

Payslip - 1 page

Bank Statement - 1 page

Bank Statement - 1 page

Bank Statement - 7 pages

Bank Statement - 1 page

Employment Agreement - 19 pages

General Financial - 1 page

PAID BY

Appscore International Pty Ltd
 Building 1, 658 Church Street
 Richmond VIC 3121
 ABN 92 143 315 066

Oliver Augustus Bagin
 23 Flour Mill Lane
 Riddells Creek VIC 3431

EMPLOYMENT DETAILS

Pay Frequency: Fortnightly
 Annual Salary: \$34,800.00

Pay Period: 17/10/2022 - 30/10/2022	Payment Date: 03/11/2022	Total Earnings: \$1,338.46	Net Pay: \$986.46
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THIS PAY
YTD
SALARY & WAGES

	RATE		
Ordinary Hours - COS	\$44.0283	\$1,338.46	\$3,558.81
	TOTAL	\$1,338.46	\$3,558.81

TAX

PAYG	\$338.00	\$898.00
STSL Component	\$14.00	\$46.00
	TOTAL	\$352.00
		\$944.00

SUPERANNUATION

SGC - Cbus - 911400078	\$140.54	\$373.68
	TOTAL	\$373.68

LEAVE

	ACCRUED	USED	BALANCE
Annual Leave in Hours	2.3385	0.0000	6.2177
Sick Leave/Carer's Leave in Hours	1.1692	0.0000	3.1088

PAYMENT DETAILS

	REFERENCE	AMOUNT
(733-118)***337	Oliver Augustus Bagin	\$986.46
	Appscore salary	

PAID BY

Appscore International Pty Ltd
 Building 1, 658 Church Street
 Richmond VIC 3121
 ABN 92 143 315 066

Oliver Augustus Bagin
 23 Flour Mill Lane
 Riddells Creek VIC 3431

EMPLOYMENT DETAILS

Pay Frequency: Fortnightly
 Annual Salary: \$34,800.00

Pay Period: 03/10/2022 - 16/10/2022	Payment Date: 20/10/2022	Total Earnings: \$1,551.12	Net Pay: \$1,109.12
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	THIS PAY	YTD
SALARY & WAGES		
Ordinary Hours - COS	35.2300	\$44.0283
	TOTAL	\$1,551.12
		\$2,220.35

	TOTAL	\$442.00	\$592.00
TAX			
PAYG	\$410.00	\$560.00	
STSL Component	\$32.00	\$32.00	

	TOTAL	\$162.87	\$233.14
SUPERANNUATION			
SGC - Cbus - 911400078	\$162.87	\$233.14	

	ACCRUED	USED	BALANCE
Annual Leave in Hours	2.7100	0.0000	3.8792
Sick Leave/Carer's Leave in Hours	1.3550	0.0000	1.9396

PAYMENT DETAILS	REFERENCE	AMOUNT
(733-118)***337	Oliver Augustus Bagin	\$1,109.12
	Appscore salary	

PAID BY

Appscore International Pty Ltd
 Building 1, 658 Church Street
 Richmond VIC 3121
 ABN 92 143 315 066

Oliver Augustus Bagin
 23 Flour Mill Lane
 Riddells Creek VIC 3431

EMPLOYMENT DETAILS

Pay Frequency: Fortnightly
 Annual Salary: \$34,800.00

Pay Period: 19/09/2022 - 02/10/2022	Payment Date: 06/10/2022	Total Earnings: \$669.23	Net Pay: \$519.23
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THIS PAY
YTD
SALARY & WAGES

	RATE		
Ordinary Hours - COS	\$44.0283	\$669.23	\$669.23
	TOTAL	\$669.23	\$669.23

TAX

PAYG	\$150.00	\$150.00
STSL Component	\$0.00	\$0.00
	TOTAL	\$150.00

SUPERANNUATION

SGC - Cbus - 911400078	\$70.27	\$70.27
	TOTAL	\$70.27

LEAVE

	ACCRUED	USED	BALANCE
Annual Leave in Hours	1.1692	0.0000	1.1692
Sick Leave/Carer's Leave in Hours	0.5846	0.0000	0.5846

PAYMENT DETAILS

	REFERENCE	AMOUNT
(733-118)***337	Oliver Augustus Bagin	\$519.23

Appscore salary

JC

Justice Carter (FCFCA)

Rent guarantee [SEC=UNOFFICIAL]

To: Oliver Bagin

Inbox -...utlook.com

9:02 am



To whom it may concern,

My name is Alice Carter. I am a justice of the Federal Circuit and Family Court of Australia. This email is in support of my son, Oliver Bagin. I am prepared to act as my son's personal guarantor for his portion of any rent due and payable throughout the term of the lease. Accordingly, you can be assured that Oliver's rental income will be paid, in full and on time.

If you need further information from me, or have any queries, please do not hesitate to contact my chambers – either directly by emailing me or my associates on associate.justicecarter@fcfcoa.gov.au

Regards,

The Hon. Justice Carter

Federal Circuit and Family Court of Australia

p. 03 8638 6747 | e. justice.carter@fcfcoa.gov.au w. www.fcfcoa.gov.au



FEDERAL CIRCUIT AND FAMILY COURT OF AUSTRALIA

I acknowledge the Australian Aboriginal and Torres Strait Islander peoples as the first inhabitants of the nation and the traditional custodians of the lands where we live, learn and work.



Date Created: Nov 19, 2022 5:37:55 PM

Transaction Listing**Account Balance Summary**

Opening Balance	\$55,239.41 CR
Total Credits	\$17.00
Total Debits	\$55,047.59
Closing Balance	\$208.82 CR

Transaction Listing starts**21 October 2022****Transaction Listing ends****19 November 2022****Account Details**

Account Type	Transaction Account
BSB Number	082-356
Account Number	77-515-5606

Transaction Details

Date	Particulars	Debits	Credits	Balance
25 Oct 22	V3715 24/10 HARVEST CAFE CANBERRA 74249232297	\$10.00		\$55,229.41 CR
27 Oct 22	ONLINE C7328175972 LINKED ACC TRNS O BAGIN P	\$27,500.00		\$27,729.41 CR
04 Nov 22	V3715 02/11 AMAZON WEB SERVICES SYDNEY 74201332307	\$42.93		\$27,686.48 CR
09 Nov 22	OLIVER BOQ N5107574620 TEST	\$5.00		\$27,681.48 CR
11 Nov 22	OLIVER BOQ A7649135013	\$27,450.00		\$231.48 CR
15 Nov 22	PARAS STEFANOPOULOS NFC TAG PURCHASE - O		\$17.00	\$248.48 CR
16 Nov 22	V3715 15/11 ALIEXPRESS MELBOURNE 74773882319	\$15.66		\$232.82 CR
19 Nov 22	POS 19/11 WIX.COM LUXEMBOURG	\$24.00		\$208.82 CR
19 Nov 22	POS 19/11 GOOGLE*TEMPORARY HOLD G.CO/HELPAY		\$0.00	\$208.82 CR

Important

- This provisional list is not a statement of account.
- It may include transactions which may appear on previous statements.
- It may not include all transactions processed since last statement was issued.
- With the exception of cheque serial numbers, the details shown in the particulars column may be an abbreviation.
- Inclusion of a debit does not always indicate payment by the bank.



Statement Period
07 March 2022 - 07 September 2022

Westpac Life

OLIVER A BAGIN
23 FLOUR MILL LANE
RIDDELLS CREEK VIC 3431

Account Name
MR OLIVER A BAGIN

Customer ID
3091 4641 BAGIN, OLIVER A

BSB
033-624 Account Number
307 124

Opening Balance	+ \$5,497.70
Total Credits	+ \$3,919.29
Total Debits	- \$9,381.60
Closing Balance	+ \$35.39

INTEREST RATES (PER ANNUM) ON CREDIT BALANCES

Effective Date	Over \$0
12 Nov 2021	0.15 %
17 May 2022	0.15 %
24 Jun 2022	0.15 %
22 Jul 2022	0.65 %
18 Aug 2022	1.00 %

BONUS INTEREST RATES (PER ANNUM)

Effective Date	Over \$0
12 Nov 2021	0.10 %
17 May 2022	0.35 %
24 Jun 2022	0.70 %
18 Aug 2022	0.85 %

TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
07/03/22	STATEMENT OPENING BALANCE			5,497.70
10/03/22	Deposit Spend And Save 0011890 Sn-5291003		4.80	5,502.50
16/03/22	Withdrawal Mobile 1349224 Tfr Westpac Cho			
	Spare funds	2,500.00		3,002.50



TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
21/03/22	Deposit Online 2160680 Tfr Westpac Cho Spare funds		2,500.00	5,502.50
22/03/22	Withdrawal Mobile 1761125 Tfr Westpac Cho Spare funds	1,000.00		4,502.50
31/03/22	Interest Paid (Includes Bonus Of \$0.38)		0.95	4,503.45
14/04/22	Deposit Spend And Save 0016372 Sn-5801404		6.73	4,510.18
26/04/22	Withdrawal Mobile 1200181 Tfr Westpac Cho Hugary	400.00		4,110.18
26/04/22	Withdrawal Mobile 1244957 Tfr Westpac Cho Hugary	500.00		3,610.18
26/04/22	Withdrawal Mobile 1745652 Tfr Westpac Cho Hugary	200.00		3,410.18
29/04/22	Interest Paid		0.52	3,410.70
02/05/22	Withdrawal Mobile 1022157 Tfr Westpac Cho Hugary	100.00		3,310.70
02/05/22	Withdrawal Mobile 1522910 Tfr Westpac Cho Hugary	200.00		3,110.70
09/05/22	Withdrawal Mobile 1784720 Tfr Westpac Cho Hugary	100.00		3,010.70
13/05/22	Deposit Spend And Save 0016293 Sn-6131305		6.11	3,016.81
16/05/22	Withdrawal Mobile 1094935 Tfr Westpac Cho Spare funds	20.00		2,996.81
16/05/22	Withdrawal Mobile 1826062 Tfr Westpac Cho Spare funds	5.00		2,991.81
16/05/22	Withdrawal Mobile 1845155 Tfr Westpac Cho Spare funds	40.00		2,951.81
16/05/22	Withdrawal Mobile 1916685 Tfr Westpac Cho Spare funds	5.00		2,946.81
17/05/22	Withdrawal Mobile 1227745 Tfr Westpac Cho Spare funds	10.00		2,936.81
17/05/22	Withdrawal Mobile 1955819 Tfr Westpac Cho Spare funds	5.00		2,931.81
18/05/22	Withdrawal Mobile 1548955 Tfr Westpac Cho Spare funds	553.00		2,378.81
19/05/22	Withdrawal Mobile 1014471 Tfr Westpac Cho Spare funds	2.00		2,376.81
19/05/22	Withdrawal Mobile 1207568 Tfr Westpac Cho Spare funds	5.00		2,371.81
20/05/22	Withdrawal Mobile 1886540 Tfr Westpac Cho Spare funds	20.00		2,351.81



TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
23/05/22	Withdrawal Mobile 1918779 Tfr Westpac Cho Spare funds	5.00		2,346.81
23/05/22	Withdrawal Mobile 1980787 Tfr Westpac Cho Spare funds	10.00		2,336.81
24/05/22	Withdrawal Mobile 1005921 Tfr Westpac Cho Spare funds	20.00		2,316.81
25/05/22	Withdrawal Mobile 1094430 Tfr Westpac Cho Spare funds	30.00		2,286.81
25/05/22	Withdrawal Mobile 1977982 Tfr Westpac Cho Spare funds	20.00		2,266.81
30/05/22	Deposit Online 2518128 Tfr Card		30.00	2,296.81
30/05/22	Withdrawal Mobile 1059716 Tfr Westpac Cho Spare funds	269.00		2,027.81
30/05/22	Withdrawal Mobile 1101318 Tfr Westpac Cho Spare funds	20.00		2,007.81
30/05/22	Withdrawal Mobile 1194587 Tfr Westpac Cho Spare funds	70.00		1,937.81
30/05/22	Withdrawal Mobile 1308448 Tfr Westpac Cho Spare funds	100.00		1,837.81
30/05/22	Withdrawal Mobile 1349180 Tfr Westpac Cho Spare funds	100.00		1,737.81
30/05/22	Withdrawal Mobile 1909495 Tfr Westpac Cho Spare funds	60.00		1,677.81
31/05/22	Interest Paid		0.36	1,678.17
16/06/22	Deposit Spend And Save 0020295 Sn-6511606		4.02	1,682.19
20/06/22	Withdrawal Mobile 1793849 Tfr Westpac Cho Spare funds	500.00		1,182.19
24/06/22	Withdrawal Mobile 1430702 Tfr Westpac Cho Spare funds	78.00		1,104.19
28/06/22	Withdrawal Mobile 1284728 Tfr Westpac Cho Spare funds	100.00		1,004.19
30/06/22	Interest Paid		0.18	1,004.37
30/06/22	Deposit Online 2594320 Tfr Card		30.00	1,034.37
05/07/22	Withdrawal Mobile 1102032 Tfr Westpac Cho Spare funds	80.00		954.37
08/07/22	Deposit Online 2445239 Tfr Westpac Cho Spare funds		1,300.00	2,254.37
08/07/22	Withdrawal Mobile 1468179 Tfr Westpac Cho Spare funds	100.00		2,154.37
11/07/22	Withdrawal Mobile 1366655 Tfr Westpac Cho Spare funds	108.00		2,046.37



TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
15/07/22	Deposit Spend And Save 0018977 Sn-6881507		1.86	2,048.23
25/07/22	Withdrawal Mobile 1555472 Tfr Westpac Cho Spare funds	100.00		1,948.23
26/07/22	Withdrawal Mobile 1047412 Tfr Westpac Cho Spare funds	100.00		1,848.23
29/07/22	Interest Paid (Includes Bonus Of \$0.97)		1.36	1,849.59
01/08/22	Deposit Online 2445768 Tfr Card		30.00	1,879.59
01/08/22	Withdrawal Mobile 1136371 Tfr Westpac Cho Spare funds	187.60		1,691.99
01/08/22	Withdrawal Mobile 1167243 Tfr Westpac Cho Spare funds	1,220.00		471.99
01/08/22	Withdrawal Mobile 1654089 Tfr Westpac Cho Spare funds	100.00		371.99
08/08/22	Withdrawal Mobile 1267136 Tfr Westpac Cho Spare funds	40.00		331.99
08/08/22	Withdrawal Mobile 1908008 Tfr Westpac Cho Spare funds	12.00		319.99
09/08/22	Withdrawal Mobile 1261794 Tfr Westpac Cho Spare funds	20.00		299.99
09/08/22	Withdrawal Mobile 1846256 Tfr Westpac Cho Spare funds	3.00		296.99
10/08/22	Withdrawal Mobile 1155784 Tfr Westpac Cho Spare funds	2.50		294.49
10/08/22	Withdrawal Mobile 1178770 Tfr Westpac Cho Spare funds	10.00		284.49
10/08/22	Withdrawal Mobile 1845760 Tfr Westpac Cho Spare funds	60.00		224.49
11/08/22	Withdrawal Mobile 1851500 Tfr Westpac Cho Spare funds	10.00		214.49
11/08/22	Withdrawal Mobile 1882784 Tfr Westpac Cho Spare funds	5.00		209.49
12/08/22	Withdrawal Mobile 1166550 Tfr Westpac Cho Spare funds	2.00		207.49
15/08/22	Withdrawal Mobile 1357014 Tfr Westpac Cho Spare funds	2.00		205.49
15/08/22	Withdrawal Mobile 1851967 Tfr Westpac Cho Spare funds	10.00		195.49
15/08/22	Withdrawal Mobile 1956038 Tfr Westpac Cho Spare funds	5.00		190.49
16/08/22	Withdrawal Mobile 1327760 Tfr Westpac Cho Spare funds	2.50		187.99



TRANSACTIONS

Please check all entries on this statement and promptly inform Westpac of any possible error or unauthorised transaction

DATE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
16/08/22	Withdrawal Mobile 1748433 Tfr Westpac Cho Spare funds	100.00		87.99
18/08/22	Deposit Spend And Save 0020611 Sn-7221808		2.20	90.19
25/08/22	Withdrawal Mobile 1203697 Tfr Westpac Cho Spare funds	2.00		88.19
25/08/22	Withdrawal Mobile 1927003 Tfr Westpac Cho Spare funds	43.00		45.19
29/08/22	Withdrawal Mobile 1435922 Tfr Westpac Cho Spare funds	10.00		35.19
31/08/22	Interest Paid		0.20	35.39
07/09/22	CLOSING BALANCE			35.39

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ANNUAL INFORMATION FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

For account: 3624/307124

Total interest credited \$126.47

These details are provided for your records and taxation purposes

MORE INFORMATION

Further information in relation to your account, including details of product benefits and applicable fees and charges, is available on request. That information is also contained in the Product Disclosure Statement (PDS) or other disclosure document for your account. For a copy of that document, or if you have any other enquiries, you can call Telephone Banking on 132 032 from Australia or +61 2 9155 7700 from overseas.

The above Closing Balance amount may not be the same as the balance payable to you on closure of your account (the 'termination value'). Details of the termination value can be obtained by calling Telephone Banking on the numbers quoted above. Further information on how to close accounts, including calculation of the termination value, is contained in the Product Disclosure Statement (PDS) booklet or other disclosure document for your account.

We have an internal process for handling and resolving any problem you may have with, or complaints relating to, your account or this product. Information about this process can be found in the Product Disclosure Statement (PDS) or other disclosure document for your account, or you can contact us on 1300 130 467.



Remember, if you have a card, always keep your passcode (PIN) secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode. To help you learn how you can protect your card against unauthorised transactions, you can find more information at westpac.com.au/dispute. If you are a business customer, please go to westpac.com.au/businessdispute

Information for customers that have a Westpac Transaction account for personal use, and have a Commonwealth Concession or Health Care card (Concession card).

The Westpac Choice Concession account is a transaction account designed for Concession card holders and offers no monthly service fees, no outward dishonour fees, no account overdrawn fees and there are no informal overdrafts (except where it is impossible or reasonably impractical for us to prevent your account from being overdrawn).

To be eligible for this account, you must have your government payments paid into the account. There is a limit of one Westpac Choice Concession account per customer, this includes joint account holders. All account holders must be eligible.

If you would like more information or would like to apply for the Westpac Choice Concession account please visit www.westpac.com.au/personal-banking/bank-accounts/transaction/choice/basic/, call 132 032 or visit your local branch.

Before making a decision about any of our products, please read all the terms and conditions available at westpac.com.au and consider whether the product is right for you. Please consider that the features of the Concession account may differ to the features and benefits of your existing account. To view our full range of transaction accounts visit www.westpac.com.au/personal-banking/bank-accounts/transaction/

If any loan you hold with us is secured by a real property mortgage; the mortgage terms require the property to be insured. Please review the replacement value of the property and check with your insurer to ensure you have adequate cover. For general information on property insurance, visit the Australian Securities and Investments Commission's MoneySmart website: www.moneysmart.gov.au.

Understanding comprehensive credit reporting

It's more important than ever to pay on time as this is shown on your consumer credit report as part of comprehensive credit reporting (CCR).

CCR provides you with a more complete picture of your credit history including your on time and late repayments. You can also see your consumer credit account open and closed dates, type of credit, credit limit and it now includes whether you are in a financial hardship arrangement.

For more information please see our website, our Privacy Statement or visit CreditSmart.org.au.

Complaints

If you have a complaint, contact our dedicated Customer Solutions team on 132 032 or write to us at Westpac Customer Solutions, Reply Paid 5265, Sydney NSW 2001. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Online: www.afca.org.au

Email: info@afca.org.au

Phone 1800 931 678

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001



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Westpac Live



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Call us on 132 032
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Local Branch



Find branches and ATMs at
westpac.com.au/locateus

THANK YOU FOR BANKING WITH WESTPAC

JC

Justice Carter (FCFCA)

Rent guarantee [SEC=UNOFFICIAL]

To: Oliver Bagin

Inbox -...utlook.com

9:02 am



To whom it may concern,

My name is Alice Carter. I am a justice of the Federal Circuit and Family Court of Australia. This email is in support of my son, Oliver Bagin. I am prepared to act as my son's personal guarantor for his portion of any rent due and payable throughout the term of the lease. Accordingly, you can be assured that Oliver's rental income will be paid, in full and on time.

If you need further information from me, or have any queries, please do not hesitate to contact my chambers – either directly by emailing me or my associates on associate.justicecarter@fcfcoa.gov.au

Regards,

The Hon. Justice Carter

Federal Circuit and Family Court of Australia

p. 03 8638 6747 | e. justice.carter@fcfcoa.gov.au w. www.fcfcoa.gov.au



FEDERAL CIRCUIT AND FAMILY COURT OF AUSTRALIA

I acknowledge the Australian Aboriginal and Torres Strait Islander peoples as the first inhabitants of the nation and the traditional custodians of the lands where we live, learn and work.



Melbourne

Level 6, 534 Church Street

Cremorne, Victoria, 3121

P: 1300 282 278

Employment Agreement

Between:

Oliver Augustus Bagin

and

Appscore International Pty Ltd



Melbourne

Level 6, 534 Church Street

Cremorne, Victoria, 3121

P: 1300 282 278

INTRODUCTION

- A. This Agreement is between Appscore International Pty Ltd (ABN 92 143 315 066) (the **Employer**) and the employee listed in Part A.
- B. This Agreement contains two parts:
 - (a) Part A – Details of Employment
 - (b) Part B – Terms and Conditions of Employment
- C. The parties hereby agree to be bound by both parts of this Agreement.



Melbourne

Level 6, 534 Church Street

Cremorne, Victoria, 3121

P: 1300 282 278

PART A – DETAILS OF EMPLOYMENT

EMPLOYEE'S DETAILS & OTHER DETAILS OF EMPLOYMENT

Employee	Oliver Augustus Bagin
Address	49 Daley Road
	Acton
	2601 Australia
Contact Number	0481 880 377
Employment Position	Full Stack Developer
Employment Type	Part-Time
Commencement Date	29/09/2022
Probationary Period	6 Months
Remuneration Package	\$96,135.00 AUD
Reporting Requirements	Simon Spencer
Premises	Canberra
Hours of work	9am – 5.30pm
Special Conditions	Pro-Rata 15.2 hours per week (Thu & Fri)

PART B – TERMS & CONDITIONS OF EMPLOYMENT

1. DEFINITIONS

- 1.1 In this Agreement:
- (a) **the Employer / us / we** means the Employer named in the Introduction;
 - (b) **the Employee / you** means the employee described in Part A;
 - (c) **the Group** means the group known as the Appscore International Pty Ltd and includes all, each or any of the following:
 - (i) related businesses/ subsidiaries
 - (ii) any other entity which becomes a member of the Group after the commencement of this Agreement;
 - (d) **Client** means any client or potential client or any client or potential client of the Group;
 - (e) **Confidential Information** includes but is not limited to:
 - (i) information relating to clients and any other information (whether written or oral) arising as a result of, or in any way relating or pertaining to, the professional relationship between the Group and the clients;
 - (ii) Personal Information about clients or other persons;
 - (iii) information relating to the dealings, transactions or affairs of the business of the Group;
 - (iv) information relating to the business, financial arrangements or position of the Group;
 - (v) trade secrets;
 - (vi) any other information concerning the Group's accounts, marketing plans, research, management, financing, suppliers, management information systems, computer systems, processes, databases, records, reports, and software;
 - (vii) any other information which may be detrimental to the interests of the Group and/or of any other person who has provided information to the Group on a confidential basis; and
 - (viii) information designated as confidential by the Group;
 - (f) "**Personal Information**" means information or an opinion (including health information and information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
 - (g) **FWA** means the *Fair Work Act 2009*, as amended or replaced; and
 - (h) **NES** means the National Employment Standards contained in the FWA, as amended or replaced.

2. CONTRACT OF EMPLOYMENT

- 2.1 This Agreement supersedes and replaces all previous agreements, contractual terms, conditions or understandings between the parties whether written or oral.
- 2.2 Notwithstanding clause 2.1, this Agreement shall be subject to, and read in conjunction with:
 - (a) any award, statute or other instrument applicable to your employment either now or in the future; and/or
 - (b) any separate agreement entered into between us and you (an Individual Flexibility Arrangement) which varies the application of certain terms of the award applicable to your employment.
- 2.3 The successful operation of the Employer is dependent on the quality of performance of all employees. It is an essential condition of employment that when involved in dealing with, or in any contact with clients and other parties, that you do so in a professional, efficient, courteous and friendly manner.
- 2.4 You are required to diligently and faithfully perform all the duties and responsibilities of your employment.

3. APPOINTMENT

- 3.1 We are pleased to offer you employment in accordance with the terms and conditions of this Agreement, in the Employment Position set out in Part A. By signing this Agreement, you are acknowledging that you accept the terms and conditions of this Agreement and that you agree to be bound by them.
- 3.2 You accept that the nature of your role and levels of responsibility may change during the period of this Agreement. The terms and conditions as set out in this Agreement will continue to apply to you irrespective of any change to your Employment Position unless otherwise agreed to in writing by the parties.

4. COMMENCEMENT AND TERM

- 4.1 Your employment will commence on the Commencement Date and will initially be subject to the Probationary Period set out in Part A. During the Probationary Period, your employment may be terminated (for any reason) by either you or us in accordance with clause 23.
- 4.2 The Probationary Period does not reduce or remove the effect of any qualifying period or minimum employment period for the purposes of the FWA.
- 4.3 If you are a fixed term employee your employment will automatically terminate on the End Date set out in Part A.

5. DUTIES AND RESPONSIBILITIES

- 5.1 You are required to diligently carry out the Duties set out in Part A. The Duties also include the following:
 - (a) you must act in the best interests of the Employer;

- (b) you must provide efficient and appropriate service;
 - (c) you must maintain a pleasant nature at all times;
 - (d) you must use all reasonable efforts to promote the interests of the Employer;
 - (e) you must comply with this Agreement; and
 - (f) you must perform other reasonable tasks and duties that are incidental or peripheral to your work as directed by the Employer.
- 5.2 We may reasonably vary the Duties from time to time to meet the requirements of the Employer's business.
- 5.3 Your principal place of work is at the Premises set out in Part A, or such other location as directed by us from time to time.

6. HOURS OF WORK

- 6.1 Your Hours of Work are set out in Part A.
- 6.2 You recognise that there are times where the Hours of Work will need to be flexible or varied and you may be required to be available for work outside the normal Hours of Work. In this circumstance, you may be required to work reasonable overtime.
- 6.3 Your Remuneration Package takes into account and compensates you for reasonable overtime worked or any work carried out outside the Hours of Work or normal business hours. In certain circumstances, however, with the prior approval of the General Manager/ Managing Director, you will be entitled to accrue time in lieu for any additional hours worked.
- 6.4 **Meal Breaks**
- 6.5 If you work in excess of 5 hours, you will be entitled to an unpaid meal break of 1 hour.

7. REMUNERATION

- 7.1 We will pay to you the Remuneration Package set out in Part A.
- 7.2 You will be paid the salary set out in Part A by fortnightly instalments (less appropriate tax) via electronic funds transfer to a bank account which you nominate. It is your obligation to provide the correct bank details to us and to advise us promptly if there are any changes.
- 7.3 You will be provided with a pay slip which will contain details of your earnings and deductions.
- 7.4 We will pay superannuation for you to an approved superannuation fund and in accordance with our obligations under the *Superannuation Guarantee (Administration) Act 1992* and any regulations made pursuant thereto.

7.5 Individual Flexibility Arrangement

In the event that an Individual Flexibility Arrangement (IFA) is entered into between you and us (as referred to in clause 2.2(b)) and your remuneration set out in the IFA is different to the remuneration under this Agreement, you agree that:

- (a) you will be paid in accordance with the IFA for as long as the IFA remains current and in force; and
- (b) upon termination of the IFA, you will be paid in accordance with this Agreement.

8. REMUNERATION REVIEW AND PERFORMANCE APPRAISALS

- 8.1 Performance appraisals and a review of the Remuneration Package may be conducted annually, or at such other times as we deem appropriate. In deciding whether or not to increase the Remuneration Package, we will have regard to your performance, the performance of the Employer's business and any other relevant factor, such as external economic circumstances. The Employer is not obliged to provide you with any increase in the Remuneration Package when a review is conducted.
- 8.2 When an adjustment to the Remuneration Package is agreed between the parties, it shall be taken to be a variation of this Agreement validly made.
- 8.3 Any increase in Remuneration Package will be applicable and paid from the next pay cycle.

9. ANNUAL LEAVE

- 9.1 You are entitled to annual leave in accordance with the NES. The NES currently provide as follows:
 - (a) Full-time employees are entitled to 4 weeks' paid annual leave for each completed year of service. Part-time employees are entitled to annual leave on a pro-rata basis.
 - (b) Payment for annual leave will be calculated on your Base Salary for your ordinary hours of work during the period of annual leave.
 - (c) Annual leave is cumulative and any accrued annual leave will be paid out to you on termination of your employment.
- 9.2 Subject to clause 9.4, annual leave shall be taken at a time mutually agreed by the parties, with a minimum notice period of 4 weeks unless otherwise agreed.
- 9.3 In deciding whether to authorise annual leave, we are entitled to take into account the operational requirements of the business. However, we will not unreasonably refuse to authorise the taking of annual leave or unreasonably revoke an authorisation.
- 9.4 We can direct you to take annual leave during a period of temporary "shut down" of the business, provided such a direction is reasonable. If in such circumstances you do not have the accrued annual leave to cover the shut down period, you may be required to take annual leave in advance or to take unpaid leave.

10. PERSONAL/ CARER'S LEAVE

- 10.1 You are entitled to personal/carer's leave in accordance with the NES. The NES currently provide as follows:
- (a) Full-time employees are entitled to 10 days paid personal/carer's leave for each year of service.
Part-time employees are entitled to personal/carer's leave on a pro-rata basis.
 - (b) Personal/carer's leave may be taken in the event that you are not able to attend work:
 - (i) due to a personal illness or injury affecting you; or
 - (ii) because you are required to provide care or support to a member of your immediate family, or member of your household, who requires care or support because of:
 - (A) a personal illness, or personal injury, affecting the member; or
 - (B) an unexpected emergency affecting the member.
 - (c) In the event that your personal/carer's leave has been exhausted, you are entitled to 2 days of unpaid carer's leave for each occasion when a member of your immediate family, or member of your household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- 10.2 In the case of personal leave, you are required to provide us with a medical certificate which contains the necessary information detailing the date of absences from work and the period of illness.
- 10.3 In the case of carer's leave, you are required to produce a medical certificate or a statutory declaration stating the nature of the illness of the person being cared for and that the person needed the care and support of another person.
- 10.4 Personal /carer's leave is cumulative but will not be paid out to you on termination.

11. COMPASSIONATE LEAVE

- 11.1 You are entitled to compassionate leave in accordance with the NES. The NES currently provide as follows:
- (a) You are entitled to up to 2 days paid compassionate leave per occasion in the event that your immediate family or household member:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.
 - (b) You will be paid the amount that you would reasonably be expected to have been paid had you worked during the period.

12. PARENTAL LEAVE

You are entitled to parental leave in accordance with the NES.

13. LONG SERVICE LEAVE

You will be entitled to long service leave in accordance with the applicable State or Territory legislation in which you are employed.

14. PUBLIC HOLIDAYS

- 14.1 You are entitled to public holidays in accordance with the NES.
- 14.2 Your Remuneration Package takes into account payment for public holiday work. In the unlikely event that you are required to work on a public holiday, no additional payment or loadings will be received, however you will receive an additional day off in lieu.

15. PUNCTUALITY & ABSENCES

- 15.1 Punctuality is essential for an efficient organisation and is expected of all staff. If you anticipate being late you should call and notify us ahead of time. There may be situations that are unavoidable but every endeavour should be made to minimise disruptions.
- 15.2 Where practicable, you must inform us of any absence from work well in advance of the starting time of your shift in case alternative staffing arrangements need to be made.
- 15.3 You must also inform us of the reason for your absence and the expected period of your absence. You may also be required to substantiate the absence.
- 15.4 In the event that you are required to attend any personal appointments during your usual Hours of Work, you should endeavour to schedule such appointments so that there is minimal disruption to the workplace. Unless other arrangements have been made, we may require you to take annual leave or personal/carer's leave (depending on the nature of the appointment) for your attendance at such appointments during your usual Hours of Work.

16. STAND DOWN

We reserve the right to stand you down in the event that you cannot be usefully employed because of any strike, failure of services, breakdown of machinery or for any cause for which the Employer cannot reasonably be held responsible. In the event of a stand down for such reasons, we will not be required to pay you and the time for which you are stood down shall be considered as leave without pay. The stand down period does not breach the continuity of your employment for the purpose of any entitlements.

17. CONFIDENTIALITY & PRIVACY

- 17.1 For the purpose of, and in the course of, performing the Duties with the Employer:
 - (a) you may be provided with or have access to the Confidential Information (which includes the Personal Information); and
 - (b) you may be required from time to time to collect Personal Information from clients or other individuals.
- 17.2 You agree that the Confidential Information has been and will be received by you only as an employee of the Employer and that respecting our confidentiality requirements is vital to the reputation and integrity of the Group and the professional relationship between the Group and the Group's clients.
- 17.3 You acknowledge that:
 - (a) the Group endeavours to protect the Confidential Information from disclosure and that the Confidential Information is extremely valuable while it remains confidential;
 - (b) the Group has ethical, professional and legal obligations to ensure the security and confidentiality of the Confidential Information is maintained;
 - (c) it is a condition of your employment that you provide the undertakings contained herein and that the Employer would not have employed you unless you provided such undertakings.
- 17.4 You undertake to hold the Confidential Information in trust and in strictest confidence and will protect the Confidential Information from disclosure to any third party and in no event take any action causing, or fail to take any action necessary in order to prevent, any of the Confidential Information losing its character as Confidential Information.
- 17.5 You agree not to:
 - (a) use, copy, duplicate, reproduce, distribute or remove any Confidential Information from the Premises;
 - (b) exploit or seek to exploit in any way the Confidential Information; or
 - (c) make use of any of the Group's information, processes, papers or documents to which you may have access during your period of employment or at any time thereafter;

except:

 - (i) in the proper course of performing the Duties; or
 - (ii) as permitted or required by the Group or
 - (iii) in accordance with the applicable privacy laws.
- 17.6 You agree that this clause applies both during and after your employment with the Employer.
- 17.7 The restrictions on disclosure in this clause do not apply where disclosure of the Confidential Information is required by law.

- 17.8 Nothing in this Agreement shall impose an obligation on you with respect to information which is:
- (a) generally known or available by publication, commercial use or otherwise; or
 - (b) part of the know-how or skills acquired during the course of your employment;
- nor is it intended to prevent you from using your own skill in any business in which you may be engaged after the termination of your employment with the Employer.

18. CONFLICT OF INTEREST

- 18.1 Until the termination of your employment, you will work exclusively for the Employer except with the prior written consent of the Employer. You acknowledge that you must not carry on any business or conduct yourself in such a way which conflicts with the interests of the Employer or your ability to perform the Duties to our reasonable satisfaction.
- 18.2 You must not use any Confidential Information for your own benefit, as distinct from the benefit of the Employer.
- 18.3 If there is any risk of a potential conflict of interest occurring, you must immediately notify us and obtain our written consent to engage or continue in the business or conduct which is creating the conflict of interest.

19. RESTRAINT

- 19.1 In this clause:
- (a) "**Capacity**" means any capacity whatsoever including (without limitation) as a director, sole trader, partner, principal, trustee, shareholder, unit holder, beneficiary, joint venturer, consultant, contractor, employee, agent or adviser;
 - (b) "**Client**" means any person or entity:
 - (i) who was a client of the Group:
 - (A) during the course of your employment with the Employer; or
 - (B) during the 12 month period prior to your termination; or
 - (C) at the time of your termination; and
 - (ii) who you had dealings with (either directly or indirectly):
 - (A) during the course of your employment with the Employer; or
 - (B) during the 12 month period prior to your termination;
 - (c) "**Restraint Area**" means:
 - (i) throughout Australia; or
 - (ii) throughout Victoria and New South Wales; or

- (iii) throughout the State in which you are employed at the date of termination of your employment;
 - (iv) within a 100km radius of the Premises; or
 - (v) within a 50km radius of the Premises; or
 - (vi) within a 25 km radius of the Premises; or
 - (vii) within a 10km radius of the Premises.
- (d) "**Restraint Period**" means for a period of:
- (i) 6 months from the date of termination of your employment;
 - (ii) 3 months from the date of termination of your employment; or
 - (iii) 1 month from the date of termination of your employment.
- 19.2 You must not at any time during your employment (except for the purposes of carrying out the Duties) or during any Restraint Period in any Capacity within any Restraint Area whether for yourself or any other party:
- (a) solicit, secure or seek to attract the custom of any Client;
 - (b) approach directly or indirectly any Client with a view to acquiring or providing any goods or services which are the same or similar as those acquired or supplied by the Group to the Client;
 - (c) supply to any Client any goods or services which are the same or similar as those supplied by the Group to that Client;
 - (d) do or say anything which may lead a person to terminate, curtail or alter their contracts, business arrangements or dealings with the Group;
 - (e) induce or attempt to induce (or cause any other party to induce or attempt to induce on your behalf) any Client or employee, agent or contractor of the Group to terminate, curtail or alter their contracts, business arrangements or dealings with the Group;
 - (f) divert or attempt to divert any Client or business of the Group to any competitor of the Group;
 - (g) engage or seek to engage (or cause any other party to engage or seek to engage on your behalf) the services of any employee, agent or contractor of the Group to provide services similar to those provided by such persons to the Group;
 - (h) do or say anything harmful to the reputation of the Group;
- without the prior written consent of the Group, which may be given or withheld in its absolute discretion and on any terms it sees fit.
- 19.3 Each of the restraints in clause 19.2 (which results from the differing combinations of ingredients such as Clients, Restraint Areas and Restraint Periods) constitutes a separate, distinct, severable and independent covenant from the other restraint obligations imposed (although they are cumulative in effect).
- 19.4 You acknowledge that the restrictions contained in this clause are fair and reasonable in regard to the subject matter, area and duration and that it is reasonable and necessary for the Employer to request that you sign this Agreement to protect the goodwill of the Group and the time and money which has been invested by the

Group in developing the goodwill and that the Employer would not have employed you unless you accepted the restrictions contained herein.

- 19.5 You agree that this clause applies both during and after your employment with the Employer.

20. INVENTIONS, COPYRIGHT, DESIGNS OR KNOW- HOW

- 20.1 You acknowledge that any of the following created, conceived, developed, discovered, produced or otherwise generated by you during your employment with us in connection with or related to the performance of your Duties (whether or not created during or outside normal business hours or using the Premises or the Employer's equipment) is the property of the Employer:

- (a) all inventions, discoveries and novel designs whether or not registrable as designs or patents including any invention of or developments or improvements to equipment, technology methods or techniques made by you solely or jointly with others at any time during and arising out of your employment with the Employer; and
 - (b) the entire copyright throughout the world in all literary works, art works and other copyright works;
 - (c) all papers, documents, letters and other material produced by you, whether subject to copyright or not; and
 - (d) any other intellectual property;
- (“the Intellectual Property”).

- 20.2 You agree to disclose to us the Intellectual Property created, conceived, developed, discovered, produced or otherwise generated by you during your employment with the Employer.

- 20.3 You shall both during and after the term of this Agreement do all such acts and things, and sign all such documents as we may reasonably request, to secure our ownership or registration rights in the Intellectual Property.

21. MORAL RIGHTS

- 21.1 In this clause “**works**” means all works and all subject matter (other than works) as defined in the *Copyright Act 1968* (Cth).

- 21.2 The Employer acknowledges that in respect of certain works of which you are the author, you may have the following rights:

- (a) the right of attribution of authorship of that work;
- (b) the right not to have authorship of that work falsely attributed; and
- (c) the right of integrity of authorship of that work.

- 21.3 In relation to all such works, which are made or will be made by you in the course of your employment, you consent to all acts or omissions or classes or types of acts or omissions that might otherwise infringe the

rights referred to in clause 21.2. Such consent shall remain in force after your employment ends. You acknowledge that your consent is given genuinely.

22. EMPLOYER'S POLICIES

- 22.1 The Employer may from time to time issue policies, procedure manuals, instructions or other directives ("the Policies").
- 22.2 The terms of the Policies in force from time to time are not incorporated as terms of this Agreement. You must nevertheless abide by the Policies because they are lawful and reasonable directions of the Employer.
- 22.3 You acknowledge and accept that it is the prerogative of the Employer to vary, change or terminate existing Policies as well as to devise and introduce new policies. We shall take all reasonable steps to ensure that you are aware of the Policies. You must make all reasonable efforts to ensure that you are aware of the Policies.
- 22.4 If you perceive any conflict between this Agreement and any policies or directives, you should advise us as soon as possible. In the event of a conflict, this Agreement will prevail to the extent of the inconsistency.

23. TERMINATION

23.1 Termination without Notice for Serious Misconduct

Your employment may be terminated by us without notice at any time in the event of you engaging in serious misconduct, which includes but is not limited to:

- (a) a serious breach of any of the provisions of this Agreement;
- (b) wilful or deliberate behaviour that is inconsistent with the continuation of your employment;
- (c) a breach of your obligations with respect to confidentiality and privacy;
- (d) acting in a manner which is unethical and could injure the reputation of the Group;
- (e) acting in a manner which causes imminent and serious risk to the health and safety of a person or the reputation, viability or profitability of the Group;
- (f) a serious or persistent breach of the policies, procedures and operations of the Group;
- (g) persistent failure on your part to perform the Duties and responsibilities attached to your position to the reasonable satisfaction of the Employer;
- (h) insubordination;
- (i) theft;
- (j) making malicious or false statements about the Group and its services, employees, sponsors, members and customers;
- (k) consuming prohibited drugs during working hours or being affected by alcohol or prohibited drugs during working hours.



Melbourne

Level 6, 534 Church Street

Cremorne, Victoria, 3121

P: 1300 282 278

23.2 Termination by the Employer with Notice

During your probationary period, we may terminate your employment for any reason by providing you with 2 weeks written notice.

After your probationary period ends, we may terminate your employment at any time and for any reason by providing you with 4 weeks written notice. If you are over 45 years of age and have completed at least 5 years of continuous service with the Employer, the period of notice which the Employer is required to give, as specified above, shall be increased by 1 week..

Instead of providing the required notice, we may choose to make a payment in lieu of notice. Any payment in lieu of notice will be calculated on your Base Salary.

23.3 Termination by the Employee with Notice

During your probationary period, you may terminate your employment by providing Appscore with 2 weeks written notice.

After your probation period ends, you may terminate your employment on written notice of 4 weeks or as otherwise agreed with the employer.

23.4 In accordance with the award applicable to your employment, if you fail to give the required notice of termination, the Employer may withhold from any monies due to you on termination, an amount not exceeding the amount you would have been paid in respect of the period of notice required less any period of notice actually given by you.

23.5 If you are required to work out your notice period upon termination of your employment in accordance with clause 23.2 or 23.4, we may at our discretion require you to undertake such alternative duties and responsibilities as we may require (including undertaking no duties) during the notice period.

23.6 You acknowledge and agree that your obligations with respect to confidentiality, privacy and restraint as set out in this Agreement survive the termination of your employment and will continue to apply to you.

24. PROPERTY OF THE EMPLOYER

24.1 In this Agreement, “**the Employer’s Property**” includes but is not limited to:

- (a) motor vehicles, mobile phones, company credit cards, computers and laptops belonging to the Employer or which the Employer is entitled to possess, whether or not they form part of your Remuneration Package;
- (b) all documents or copies of documents (in any form) relating in any way or pertaining to the Confidential Information, trade secrets of, or to the business affairs of the Group or its clients, whether or not you were involved in the preparation of such documents;
- (c) uniforms supplied by the Employer; and

- (d) any other property of the Employer or Group or any other thing which the Employer or Group is entitled to possess.
- 24.2 You must use the Employer's Property only for the purposes of carrying out the Duties or such other purposes as directed or permitted by the Employer.
- 24.3 You acknowledge that:
- (a) there may be times at which we request that you return the Employer's Property because we consider you no longer have any use for it;
 - (b) you are not entitled to any compensation for having to return the Employer's Property (whether or not you consider the Employer's Property to form part of your Remuneration Package).
- 24.4 You must upon request by the Employer to do so, or upon termination of your employment (or either party giving notice of termination of your employment):
- (a) return immediately (or if not reasonably practicable to do so, within 24 hours) all the Employer's Property in your possession or control, in good order and condition (subject to fair wear and tear), to the Premises at your expense;
 - (b) provide a written undertaking to us that you have complied with this clause 24.4

25. SPECIAL CONDITIONS

This Agreement is subject to any Special Conditions set out in Part A.

26. GENERAL

26.1 Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of Victoria, Australia, and the parties agree to submit to the jurisdiction of the courts of Victoria and the laws in force for the time being in Victoria.

26.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) headings and underlining in this Agreement are for guidance only and shall not affect the meaning and interpretation of the remaining provisions of this Agreement;
- (b) a reference to this Agreement includes an annexure, exhibit, part or schedule to this Agreement and a reference to a clause, annexure, exhibit, part or schedule is a reference to a clause, annexure, exhibit part or schedule, to this Agreement;
- (c) where a word or phrase is given a particular meaning in this Agreement, all other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (d) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;

- (e) a reference to any statute includes an amendment or re-enactment to that legislation and includes subordinate legislation in force under it;
- (f) a provision of this Agreement will not be interpreted against a party merely because that party prepared the provision;
- (g) a reference to a party to this Agreement or any other agreement includes that party's successors, permitted assigns, guardian, and trustee in bankruptcy, all of whom, respectively, are bound by the provisions of this Agreement;
- (h) the words "includes" and "including" or words of similar effect are not words of limitation.

26.3 **Severance**

If it is held by a court that:

- (a) any part of this Agreement is or would be void, voidable, illegal or unenforceable; or
- (b) the application of any part of this Agreement to any person or circumstances shall be or become invalid or unenforceable;

unless any part of this Agreement were severed from this Agreement, that part shall be severable and shall not affect the continued operation of the remaining terms of this Agreement.

26.4 **Variations**

Subject to clause 8, no variation to this Agreement shall be binding upon the parties unless that variation is in writing, and is signed by all the parties to this Agreement.

26.5 **Waiver**

- (a) No failure or delay of any party to exercise any right given pursuant to this Agreement or to insist on strict compliance by any other party of any obligation in this Agreement shall constitute a waiver of any party's rights to demand exact compliance with the terms of this Agreement;
- (b) Waiver by any party of any particular default by any other party shall not affect or prejudice that party's right in respect to such a default or any subsequent default or the continuance of any default;
- (c) Any waiver shall be an effective waiver only if the waiver is expressly set out in writing and signed by the party making the waiver.

26.6 **Warranties & Discussions**

The parties acknowledge that solely in relation to the subject matter of this Agreement, this Agreement merges all discussions between the parties up to the date of this Agreement and any representations or warranties made by us before entering into this Agreement and which are not included herein are expressly excluded.



Melbourne

Level 6, 534 Church Street

Cremorne, Victoria, 3121

P: 1300 282 278

27. Execution

Executed as an agreement by the parties.

SIGNED for and on behalf of
the **Employer** by its authorised
representative)

A handwritten signature in black ink, appearing to read 'AL'.

Signature of authorised representative

Alex Louey

20/09/2022

Name of authorised representative (print)

Date

A handwritten signature in black ink, appearing to read 'AE'.

Signature of witness

Ana Enache

19/09/2022

Name of witness (print)

Date

SIGNED by
the **Employee**)

A handwritten signature in black ink, appearing to read 'RN'.

Signature of the Employee

20/09/2022

Date

A handwritten signature in black ink, appearing to read 'RN'.

Signature of witness

Ren Noble

20/09/2022

Name of witness (print)

Date



Letter of Offer

September 15, 2022

Oliver Bagin

Dear Oliver

We are delighted to send you this *Letter of Offer* to join Appscore. The details are as follows.

Employment type:	Part-time
Position:	Software Developer
Location:	Melbourne Client Site
Commencement Date:	September 15, 2022
Salary:	AUD 96,135.00 package (This is pro-rated based on the weekly hours below)
Hours p/week	15.2
Payment:	You will be paid on a fortnightly basis
Background Checks:	Please note, if probity checks are being undertaken and a satisfactory result is not achieved, we may be unable to commence your employment. This offer is pending references coming back positively. If you are aware of any reason why a satisfactory background check will not be obtained, please discuss with us as soon as possible.

Please respond with your acceptance of this offer via email. We will then create and send your contract and commence your onboarding.

Yours sincerely

Ronak Patel
Talent & Resourcing Specialist