

# CASUAL EMPLOYMENT AGREEMENT

DATED:26/2/2018

## PARTIES

1. **CXC Corporate Services Pty Ltd**  
ABN 58 150 274 007  
of Level 2, Suite 8, 122-126 Old Pittwater Road, Brookvale NSW 2100 Australia  
(the **Company**)
2. Sergio SCHUETZ of  
52 Kokoda Crescent Beacon Hill NSW 2100 Australia  
(the **Employee**)

## BACKGROUND

1. The Company wishes to offer the Employee casual employment on the terms and conditions set out in this Agreement.
2. This Agreement records the terms and conditions of the Employee's employment with the Company.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS

In this Agreement unless the context otherwise requires:

**Act** means the Fair Work Act 2009 (Cth), as amended from time to time.

**Agreement** means this employment agreement and all schedules, annexures and attachments to it, as amended by the parties in writing in accordance with its terms.

**Assignment** means the project or the services to be performed by the Employee for a Client as directed by the Company and in accordance with the applicable Assignment Terms.

**Client** means a client of the Company, with whom the Company has entered into an agreement for the provision of on-hire worker services and to whom the Employee may be assigned to work for, from time to time.

**Confidential Information** means information (which is not in the public domain):

1. regarding the business, financial arrangements or position of the Company or its Related Bodies Corporate, any of the business dealings, transactions or affairs of the Company or its Related Bodies Corporate or any of the contacts, suppliers or providers used by the Company or its Related Bodies Corporate;
2. regarding the business, financial arrangements or position of Clients to which the Employee is or has been assigned or their Related Bodies Corporate, any of the business dealings, transactions or affairs of such Clients or their Related Bodies Corporate or any of the contacts, suppliers or providers used by such Client or their Related Bodies Corporate; and

3. which the Employee was told during the course of the Employee's employment was confidential or the Employee knows or ought to know is confidential.

**End Date** means the date in the Assignment Terms or such other date as the parties may agree in writing.

**Intellectual Property** means any type of intellectual property including without limitation:

1. copyright (including future copyrights);
2. design, patent, trademark or service mark (whether registered, unregistered or applied for);
3. trade, business, company brand, commercial domain names or designations;
4. utility models, computer software, and software or hardware components, programs or configurations;
5. confidential scientific, engineering, technical or product information, and any developments or improvements to equipment, products, technology, processes, methods, practices or techniques;
6. registered or unregistered designs, drawings specifications or technology, or commercial names or designs;
7. know-how, inventions, discoveries, prototypes, processes (including design, engineering and manufacturing processes), and Confidential Information (whether in writing or recorded in any form);
8. any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields; and
9. any pending application or right to apply for registration, letters patent, deed of grant, certificate or document of title for anything which is referred to in sub-paragraphs (1) to (8) above,

in any medium in which it is stored which presently exist or may arise in the future, anywhere in Australia or elsewhere in the world.

**Moral Rights** means means the right of integrity of authorship, right of attribution of authorship and right not to have authorship falsely attributed, as defined in the Copyright Act 1968 (Cth), as amended from time to time.

**Personal Information** has the meaning attributed to it in the Privacy Act 1988 (Cth), as amended from time to time.

**Property** means Confidential Information, Intellectual Property, other information and documents, devices, charge cards, mobile phones, credit cards, keys, access cards and other such items.

**Regulations** mean the Fair Work Regulations 2009 (Cth), as amended from time to time.

**Related Bodies Corporate** has the meaning attributed to it in the Corporations Act 2001 (Cth), as amended from time to time.

**Assignment Terms** means the terms of the Employee's assignment to a Client in the form of Schedule 1 of this Agreement and as subsequently agreed for future Assignments.

**Sensitive Information** has the meaning attributed to it in the Privacy Act 1988 (Cth), as amended from time to time.

**Superannuation Legislation** means the Superannuation Guarantee Charge Act 1992 (Cth) and the Superannuation Guarantee (Administration) Act 1992 (Cth), each as amended from time to time.

**Works** means all programs, programming, literary, dramatic, musical and artistic work within the meaning of the Copyright Act 1968 (Cth), as amended from time to time.

## 2. **INTERPRETATION**

In this Agreement unless the context otherwise requires:

1. reference to a person includes any other entity recognised by law and vice versa;
2. the singular includes the plural and vice versa;
3. words importing one gender include any gender;
4. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
5. any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns or, being a company, its successors or permitted assigns;
6. an agreement, representation, or warranty on the part of two or more persons binds them jointly and severally;
7. an agreement, representation, or warranty in favour of two or more persons is for the benefit of them jointly and severally;
8. clause headings are for reference purposes only;
9. reference to an clause or schedule is a reference to the corresponding clause or schedule to this Agreement;
10. reference to a statute, ordinance, code, or other law includes regulations and other instructions under it and consolidations, amendments, re enactments, or replacements of it; and
11. any reference to the terms "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

## 3. **COMMENCEMENT AND TERM**

1. This Agreement shall commence on the date specified in the first set of Assignment Terms applicable to the Employee and will continue until the End Date unless terminated in accordance with clause 18 of this Agreement.
2. The parties may extend the Agreement by agreement in writing.
3. The Employee will be deemed to have accepted the terms of this Agreement, regardless of whether the Employee has signed it, if the Employee accepts an Assignment with a Client after having received a copy of this Agreement.

#### 4. **ROLE**

1. While the Employee is employed by the Company, the Company will direct and assign the Employee to perform work for Clients having regard to the Employee's skills, training and experience.
2. Each time the Employee is assigned to work for a Client, the Company will issue to the Employee Assignment Terms substantially in the form of Schedule 1.
3. This Agreement and any Assignment Terms issued to the Employee from time to time in relation to an Assignment with a Client shall form the terms and conditions of the Employee's employment.

#### 5. **BASIS OF ENGAGEMENT**

1. The Employee is employed as on a casual basis, which means that:
  1. each engagement is a distinct and separate contract of employment, on the terms and conditions as set out in this Agreement;
  2. the Employee is not guaranteed to any ongoing or regular work with the Company or any Client and there is no obligation on the Company to offer future or ongoing Assignments to the Employee;
  3. the Company may change or terminate the Employee's Assignment to a Client at its discretion;
  4. the Employee is not guaranteed the same or similar terms and conditions of assignment under Assignment Terms when commencing a new Assignment or a new position under an existing Assignment to a Client; and
  5. the Employee may accept or reject any Assignment offered to the Employee.

#### 6. **DUTIES**

1. The Employee's principal duties while on Assignment will be set out in the relevant Assignment Terms for the Assignment. In addition, the Employee may be required to perform other duties as reasonably required from time to time.
2. In the performance of the Employee's duties, the Employee must:
  1. be honest and diligent and perform their duties to the best of their knowledge and abilities, and exercise all due care;
  2. comply with all reasonable directions given by the Company, including those that may be set out in the Company's policies and procedures, as amended from time to time;
  3. comply with all day-to-day instructions issued by authorised representatives of the Client while the Employee is on Assignment, including those that may be set out in the Client's policies and procedures, as amended from time to time;
  4. refrain from acting in conflict with the Company's interests;
  5. protect the Company's Confidential Information and Intellectual Property; and
  6. whenever required to work, devote the whole of their time, attention, skills and ability to the performance of the Employee's obligations under this Agreement.

3. The Company may direct the Employee to perform or not perform any part of the Employee's duties at any time.
4. The Employee acknowledges that:
  1. the Client will issue the Employee with day-to-day directions in relation to the performance of work on Assignment and the Employee is required to comply with any such directions of the Client unless specifically instructed by the Company to the contrary;
  2. no employment relationship exists or shall be created between the Employee and any Client to whom the Employee may be assigned to perform work; and
  3. there is an expectation that the Employee will not induce, encourage or solicit any person who is an employee, contractor or agent of a Client, with whom the Employee worked or had a business relationship with during an Assignment to a Client, to terminate their employment or engagement with the Client
5. Where applicable, the Company will arrange with the Client to provide security access to the Client's premises for the Employee in order to perform the Employee's duties while on Assignment, subject to the Employee:
  1. acknowledging that any of the facilities, equipment or other resources provided by the Client remain the property of the Client and will not be used for any purpose other than for the purpose of the Employee performing their duties;
  2. protecting security passes issued to them and returning those passes to the Client on its request or once the Assignment is complete; and
  3. wearing safety equipment (if required) and dressing in the manner required by the Client, as advised by the representative of the Client.
6. The Employee:
  1. warrants that their immigration status gives the Employee the right to work in Australia in such a way as to be able to fulfil the terms of this Agreement;
  2. will immediately advise the Company if this status changes;
  3. must supply to the Company all documents (including their passport) as requested by the Company to confirm the Employee's right to work
  4. warrants that they will ensure to have a property insurance with a reputable insurer for the full replacement value of the property belonging to the Client in the Employee's possession outside the Client Site;
  5. acknowledges that no gifts, preferment, privileges, advantages, promises undertakings or other inducements (in any form) of combined value of AUD300 or more has or will be offered to any Client representative by the Employee;
  6. must ensure that where applicable they have appropriate current and valid qualifications and licences required to perform the services and will submit to the Company as requested; and
  7. where applicable and if requested by the Client they will submit a written certificate from a registered medical practitioner to certify that they are fit to perform the services.
7. The Employee confirms that it has not previously been the subject of a claim that would otherwise be covered by a professional indemnity insurance policy and that after reasonable enquiry it is not aware of any claims or circumstances that might give rise to a claim under a professional indemnity insurance policy.

## **7. INSURANCE**

1. The employee will be covered by the Employer for the following insurances:
  1. Public Liability and Workers Compensation Insurance;
  2. Professional Indemnity Insurance; unless you have been advised by the Company that the cover is not available.

## **8. LOCATION**

1. The Employee's place of work for an Assignment will be set out in the relevant Assignment Terms for the Assignment or such other place(s) as the Company may reasonably require from time to time.

## **9. HOURS OF WORK**

1. As a casual employee, the Employee's hours of work are on an as needs basis.
2. The Employee is required to work the hours required by the Client that the Employee is assigned to or as otherwise directed by the Company.
3. All hours worked by the Employee in accordance with clause 9.2 will be paid by the Company at the rate notified to the Employee in accordance with clause 10.1. Overtime or penalty rates will only be paid as where necessary to ensure the Employee is paid at a rate which satisfies the relevant modern award.

## **10. REMUNERATION**

1. The Company will notify the Employee of the Rate of pay for the work to be performed during the Assignment and is detailed in the Assignment Terms.
2. When performing work on Assignment, the Company will pay the Employee in accordance with the notified rate, for all work performed in accordance with the requirements of the Client.
3. The Employee's rate is inclusive of:
  1. superannuation contributions, in accordance with clause 10; and
  2. casual loading, in lieu of paid leave, redundancy pay and other entitlements associated with permanent employment.
4. The payment of a particular rate of pay on any particular Assignment does not provide the Employee with guarantee of that particular rate of pay on alternative Assignments. However, the rate of pay for each Assignment will satisfy the requirements of the modern award applicable to the work being performed or, in the absence of an applicable modern award, the National Minimum Wage.



5. The Employee's rate will be set at a level which specifically off-sets against, applies to and absorbs any existing or newly-introduced payments or benefits to which the Employee is or may become legally entitled, including but not limited to, any requirement under the Act, any other legislation, award, modern award, enterprise agreement, workplace agreement or other industrial instrument, unless otherwise specified in this Agreement (including, for the avoidance of doubt, minimum weekly wages, allowances, overtime, penalty rates, and annual leave loading). Any such payment or benefit will be calculated by reference to the rate of minimum rate of pay that would apply in the absence of this Agreement.
6. The Company shall pay the Employee for hours worked in accordance with the Employee's approved timesheet. The Company shall electronically deposit the Employee's pay (less applicable taxes and authorised deductions) into a financial institution account nominated by the Employee in arrears in accordance with the Payment Cycle as set out in the relevant Assignment Terms.
7. Client business shutdown periods may be notified to the Employee by the Company or the Client, from time to time. Unless the Employee is expressly advised by the Client that the Employee is required to work during the shutdown period, the shutdown period will apply to the Employee and the Employee will not be entitled to receive any payment referable to the shutdown period.
8. The Company will not be responsible for any delay in payment caused by circumstances beyond its control, including:
  1. electronic malfunction on behalf of the Company's or the Employee's nominated financial institution;
  2. the Employee not providing correct or current account details; and
  3. failure by the Employee to complete timesheets in accordance with clause 12.
9. Subject to the Company's agreement, the Employee may elect to enter into a salary sacrificing arrangement in accordance with the Company's policies in place from time to time.

## **11. SUPERANNUATION**

1. Superannuation contributions will be made by the Company on the Employee's behalf at the minimum level required to avoid the imposition of a charge under the Superannuation Legislation and which will be paid by the Company into an eligible fund nominated by the Employee at or prior to the commencement of the Employee's employment. If the Employee does not nominate a superannuation fund, then payment will be made into the Company's default superannuation fund on the Employee's behalf.
2. If there is any increase in the minimum level of superannuation contributions which the Company must make for the purposes of the Superannuation Legislation, the components of the Employee's rate will be varied to ensure that there is no overall increase in the rate.

## **12. TIMESHEETS**

1. In order for the Company to pay the Employee the Employee's remuneration, the Employee must provide the Company with a time sheet in a format approved by the Company and such time sheet is approved by the Client Representative named in the applicable Assignment Terms, or other person nominated by the Client from time to time.
2. The Employee's failure to complete timesheets accurately and any false completion of timesheets may result in the termination of the Employee's employment or a decision to offer no further Assignments to the Employee.

### 13. **EXPENSES**

1. The Company will reimburse the Employee for all reasonable business-related expenses incurred by the Employee in the performance of their duties, provided that the Employee:
  1. has been authorised by the Company and the Client to incur such expenses; and
  2. submits to the Company acceptable documentation for such expenses.

### 14. **LEAVE**

1. As the Employee is engaged on a casual basis, the Employee is not entitled to paid annual leave or paid personal leave. The Employee's entitlement to any other form of leave is in accordance with the Act, as amended from time to time.
2. The Employee is entitled to long service leave, where applicable, in accordance with the relevant state or territory legislation.

### 15. **PUBLIC HOLIDAYS**

1. The following days are public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other government gazetted public holidays in the relevant state or territory in which work is being performed by the Employee.
2. As a casual, the Employee is not entitled to paid leave for public holidays.
3. The Employee may be required to perform work on public holidays from time to time, at the reasonable request of the Company and in accordance with the provisions of the Act.
4. All hours worked on a public holiday shall be paid at the Employee's rate in accordance with clause 10.1, unless otherwise agreed by the Company and the Employee in writing, in advance of the Employee working the relevant hours.

### 16. **DRESS**

1. The Employee shall present for work in neat and orderly dress and appearance as appropriate for the Assignment and shall dress in accordance with any reasonable directions of the Company or the Client.

### 17. **CONFLICT OF INTEREST**



1. During the Employee's employment with the Company, the Employee must not work for or supply services to another person if, in the reasonable opinion of the Company, doing so will:
  1. adversely affect the Employee's ability to perform their duties under this Agreement; or
  2. conflict with the interests of the Company or a Client that the Employee is assigned to under Assignment Terms.
2. The Employee must make, as soon as possible, full and complete disclosure to the Company of the existence, nature and extent of any conflict of interest that the Employee may have in carrying out duties under this Agreement, including any Assignment, this includes, but is not limited to, disclosing any offer of employment made to the Employee by the Client or any approach to the Employee by the Client to discuss potential employment with the Client.

## 18. TERMINATION

1. For the avoidance of doubt, the termination of an Assignment by the Company does not of itself constitute termination of the Employee's employment, unless the Employee is otherwise notified by the Company in accordance with this clause 18.
2. Subject to clauses 18.3 and 18.4 below, unless otherwise specified in the current Assignment Terms or otherwise agreed in writing by the parties:
  1. the Employee may terminate the Employee's employment by giving one hour's notice to the Company; and
  2. the Company may terminate the Employee's employment by giving one hour's notice, or payment in lieu of notice to the Employee.
3. Nothing in this Agreement shall affect the right of the Company to dismiss an Employee without notice where the Employee is guilty of serious misconduct. For the purposes of this clause, serious misconduct includes but is not limited to:
  1. wilful, or deliberate, behaviour by an Employee that is inconsistent with the continuation of employment, including:
    1. theft;
    2. fraud (including falsifying time records);
    3. assault;
    4. attendance at the workplace under the effects of prohibited drugs or alcohol;
    5. refusal by the Employee to carry out the Company's lawful and reasonable direction; or
    6. non-compliance by the Employee with the policies and procedures of the Company or Client to which the Employee is assigned; or
  2. conduct that causes imminent, and serious, risk to:
    1. the health, or safety, of a person, including the Employee; or
    2. the reputation, viability or profitability of the Company's business or the Client's business.

4. Nothing in this Agreement shall affect the right of the Company to dismiss the Employee without notice if:
  1. the Client is dissatisfied with the performance of the Employee at any time;
  2. the Client notifies the Company that the Employee has not met its minimum requirements after the performance of background and pre-employment health checks; or
  3. the Australian immigration status of the Employee does not permit the Employee to perform their duties in the manner contemplated by this Agreement.
5. Upon the cessation of an Assignment, the termination of the Employee's employment, or when requested to do so by the Client or Company (whichever occurs first), the Employee must immediately return to the Client, all Property belonging to the Client, which is in the Employee's possession, custody or control.

## 19. SET-OFF

1. If, on cessation of the Employee's employment, the Employee owes any money to the Company (including as a result of any overpayments which the Company has made to the Employee), the Employee authorises and directs the Company to offset that money against any payments the Company is legally obliged to make to the Employee, to the extent permitted by law.
2. If the Employee's employment is deemed or found to be other than on a casual basis, the Company may set off against all amounts or entitlements owing to the Employee as a result of such deeming or finding, the difference between the amount(s) paid to the Employee based on the Employee's hourly rate (including any casual loading) and the amount(s) that would have been payable to the Employee had the Employee been engaged as a permanent employee, to the extent permitted by law.

## 20. CONFIDENTIALITY

1. The Employee acknowledges that during the course of the Employee's employment with the Company, the Employee may have access to Confidential Information about the Company and its Clients.
2. The Employee must not, at any time during or after the termination of this Agreement, use copy or disclose any Confidential Information of the Company or a Client to which the Employee was assigned to perform work for during their employment, otherwise than in the performance of the Employee's duties, with the Company's or Client's prior written consent (as applicable) or as required by law.
3. If the Employee discloses Confidential Information within the circumstances permitted by clauses 20.2, the Employee must inform whomever the Confidential Information is disclosed to, of its confidential nature, and must take all reasonable steps to ensure that any such person does not use, copy or disclose the Confidential Information other than for the purpose for which it was disclosed to them.
4. The Employee agrees that the Employee will not make any notes or memoranda relating to any matter within the scope of business of the Company or a Client to which the Employee was assigned to perform work for during their employment, other than in the course of performing the Employee's duties and/or for the benefit of the Company. Any such notes or memoranda must be returned to the Client or destroyed at the end of each Assignment.

5. The Employee must immediately notify the Company if the Employee:
  1. becomes aware of any breach of the Employee's obligation in clause 20.2; or
  2. is obliged by law to disclose any Confidential Information to a third party and must comply with the lawful directions of the Company, in relation to the disclosure.
6. This clause 20 continues to apply after the termination (for any reason) of this Agreement.

## **21. INTELLECTUAL PROPERTY AND MORAL RIGHTS**

1. The Employee acknowledges and agrees that any Intellectual Property developed or created by the Employee in the course of or arising out of, the Employee's employment, shall be the property of the Company or the Client to which the Employee is assigned, as directed by the Company.
2. The Employee will immediately disclose full details of any such Intellectual Property to the Company and do all things necessary, including the execution of documents, for vesting all rights in the Intellectual Property in the Company or the Client, as directed by the Company.
3. The Employee must not use any Intellectual Property licensed or otherwise supplied by the Company or a Client to which the Employee is assigned, for any purpose other than performing the Employee's duties.
4. The Employee consents to the doing of any acts or making of any omissions by the Company or a Client to which the Employee is assigned, their employees, servants, agents, licensees and assigns that infringe the Employee's Moral Rights in any Works made by the Employee in the course of your employment with the Company.
5. The Employee acknowledges that the Employee's consent is genuinely given without duress of any kind and that the Employee has been given the opportunity to seek legal advice on the effect of giving this consent.
6. This clause 21 continues to apply after the termination (for any reason) of this Agreement.

## **22. POLICIES**

1. The Employee must abide by all policies and procedures, as amended from time to time, of:
  1. the Company; and
  2. the relevant Client while the Employment is on Assignment.
2. To the extent that policies or procedures refer to obligations on the Company or Client, the Employee acknowledges and agrees that those are guidelines only, are not contractual terms or conditions and do not establish any legal obligation on the Company or a Client on any basis.

## **23. WORK, HEALTH AND SAFETY**

1. The Employee must comply with the requirements of the relevant work, health and safety legislation in the State or Territory in which the Employee is working. This includes obeying lawful instructions and complying with lawful rules, processes, policies and procedures of the Company and the Clients to which the Employee is assigned.
2. The Employee must notify the Company of any change in his or her capacity, physical or psychological, to work safely and without risk to health, including but not limited to any injury, illness or medication the Employee is taking (prescribed or otherwise).
3. The Employee must notify the Company if a Client requests or directs the Employee to perform duties that are outside of the Assignment Terms. The Employee must not commence any such new duties prior to obtaining authority from a representative of the Company.
4. The Company may direct the Employee to complete a medical assessment prior to the commencement of a new Assignment or in the course of an existing Assignment where an assessment is reasonably required to determine the capacity of the Employee to perform work on Assignment safely and without a risk to health.

## 24. NOTIFICATION

1. As far as reasonably practicable, the Employee will notify the Company of any grievances in relation to an Assignment in the first instance before raising such a grievance with a Client, unless otherwise authorised by the Company, or where it relates to health and safety concerns.
2. The Employee must notify an appointed representative of the Company of any inability to attend work or commence work on time at least one hour prior to the commencement of any shift. A message left on a mobile telephone and/or notification to a fellow employee or the Client to which the Employee is assigned, shall not constitute notification in accordance with this clause.
3. The Employee will immediately notify the Company of any damage to property or injury caused to others by the Employee in the course of the Employee's employment and/or on Assignment.
4. The Employee will notify the Company, as soon as reasonably possible, of any change to personal details relevant to maintenance of the Employee's employment and employment communications.
5. After the commencement of this Agreement the Client or the Company on behalf of the Client may, in its discretion inform the Employee that it does not require their Services for up to one week in order for the Client to determine if the Employee:
  1. has been charged with any criminal offence;
  2. has become bankrupt;
  3. has been continually or significantly absent or neglectful of their duties; and/or
  4. has, in the opinion of the Client, committed misconduct.
6. In relation to clause 24.5 while the services are being suspended during the investigation period the Employee will not be entitled to any pays referable to this period.

## 25. PRIVACY

1. In relation to any Personal Information or Sensitive Information which the Employee receives during the term of this Agreement, the Employee agrees to comply with all obligations regarding the collection, use and disclosure of such information imposed on the Company and any Client the Employee is assigned to, by privacy and health laws, including but not limited to the Privacy Act 1988 (Cth), any relevant state or territory privacy legislation, and where applicable, the Company's and the Client's respective privacy policies, as amended from time to time.
2. The Employee acknowledges that as a result of and during the course of the Employee's employment, the Company will obtain Personal Information and Sensitive Information about the Employee. The Employee consents to the Company obtaining this information and further consents to the Company disclosing this information to other parties for any lawful purpose arising out of or relating to the Employee's employment and for the purposes of the Company's business.
3. The Employee authorises the Company to complete, as required by the Company, background checks, including but not limited to, criminal record or police checks, qualification checks and/or any additional reference checks prior to considering whether to offer the Employee a new Assignment or Assignment position.
4. The Employee authorises the Company to disclose to a Client which the Employee may be assigned to, information in relation to the background checks referred to in clause 25.3.

## 26. GENERAL

1. Any legislation or relevant industrial instrument which applies to the Employee's employment as a matter of law and does not form part of this Agreement.
2. This agreement shall be governed by the laws and jurisdiction of New South Wales.
3. The terms of this Agreement may be varied from time to time by agreement in writing between the parties.
4. Each party must sign, execute and complete all additional documents which may be necessary to effect, perfect, or complete the provisions of this Agreement and the transactions to which it relates.
5. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one and the same instrument.
6. The failure or omission of a party at any time to:
  1. enforce or require the strict observance of or compliance with any provision of this Agreement; or
  2. exercise any election or discretion under this Agreement;
 will not operate as a waiver of them or of the rights of a party, whether express or implied, arising under this Agreement.
7. If any part of this Agreement is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, that part shall be severed and the legality, validity or enforceability of the remainder of the Agreement will not be affected and this Agreement will be read as if the part had been deleted in that jurisdiction only.
8. This Agreement embodies the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior negotiation, arrangement, understanding or agreement with respect to the subject matter or any term of this Agreement.

**EXECUTED as an agreement**

**SIGNED** for and on behalf of **THE COMPANY** by its authorised representative

**Signature:**

**Email:**

**SIGNED** for and on behalf of **THE EMPLOYEE**

**Signature:** *Serge Schuetz*  
Serge Schuetz (Mar 2, 2018)

**Email:** serge.schuetz@macquarie.com



## Schedule 1 - ASSIGNMENT TERMS CASUAL EMPLOYEE

**These Assignment Terms should be read in conjunction with the Agreement**

<b>The Company</b>	CXC Corporate Services Pty Ltd
<b>The Employee</b>	Sergio SCHUETZ
<b>The Client</b>	Macquarie Group Services Australia Pty Ltd
<b>Place of work where services are to be performed</b>	1 Shelley Street, Sydney, NSW, 2000, Australia
<b>Client Representative</b>	Paula Whelan
<b>Start date</b>	11/3/2018
<b>End date</b>	30/6/2018
<b>Rate payable (Including Superannuation)</b>	\$744.60 per day including superannuation
<b>Position Title and Description of Services to be Performed</b>	Test Analyst
<b>Payment Cycle</b>	Fortnightly
<b>Notice period</b>	1 Week
<b>Special conditions/other entitlements</b>	<p>Nil</p> <p>Please follow the link to refer to the Fair Work Statement that provides basic information on your conditions of employment:  <a href="http://www.fairwork.gov.au/employee-entitlements/national-employment-standards/fair-work-information-statement">http://www.fairwork.gov.au/employee-entitlements/national-employment-standards/fair-work-information-statement</a> </p>