

To:

[insert name]

[insert address]

Dear [insert]

We are pleased to confirm your offer of employment with Kalman Systems Pty Ltd 72 660 552 670 (**Kalman Systems**) in accordance with the terms set out in the attached Terms of Employment (**Employment Terms**). Capitalised terms used in the Employment Terms will have the meanings given to them in the tables below or as otherwise expressly defined.

Details of Employment

The details of your employment are set out in the table below, subject to the other terms and conditions set out in the Employment Terms.

Position:	[INSERT]
Basis of Employment:	[Full-Time]/[Part-Time]
Commencement Date:	[INSERT]
Qualifications	[INSERT]
Work Hours:	[INSERT] hours per week
Probation Period:	[INSERT] months
Applicable Award	[INSERT]

Remuneration

Set out below are your remuneration details (on an annual basis), which will be made up of salary as well as superannuation contributions in accordance with applicable legislation.

Total Remuneration:	\$ [INSERT]
Superannuation contribution	\$ [INSERT]
Salary	\$ [INSERT]

If there is any aspect of this offer you would like to discuss, please let us know.

We look forward to you joining us at Kalman Systems!

Yours sincerely

Mahesh Shastry

Director, Kalman Systems

Terms of Employment

1 DETAILS

The details of your employment are set out in the cover letter to which this agreement is attached, subject to the other terms and conditions of this agreement.

2 COMMENCEMENT

Your employment will commence on the Commencement Date.

3 PROBATION

Your employment may be subject to review during the Probation Period. Unless terminated pursuant to this agreement, your employment will continue after the expiry of the Probation Period.

4 DUTIES

- (a) Your duties will be to perform any task or project necessary to meet the business needs of Kalman Systems. Kalman Systems may, at its discretion, change your duties after discussion with you.
- (b) You may be provided with a job description or outline of your duties prior to or during your employment with us. This description or outline is not intended to be an exhaustive list of your duties, but rather indicates the sort of duties that fall within the scope of your Position.
- (c) During your employment, you must:
 - (i) perform your duties to the best of your knowledge and ability;
 - (ii) use your best endeavours to promote, develop and extend the business of Kalman Systems and not do anything that is likely to be harmful to Kalman Systems;
 - (iii) act in the best interests of Kalman Systems;
 - (iv) comply with all reasonable and lawful directions of Kalman Systems; and
 - (v) ensure you are performing solely work-related activities during work hours.
- (d) During your employment, you must not either directly or indirectly, in any capacity:
 - (i) be engaged or associated with any business or activity that is competitive with any business carried on by Kalman Systems; and
 - (ii) engage in any other act, omission or conduct that puts you in a position of conflict between your duties to Kalman Systems and your duties to another person or entity.

5 REQUIRED QUALIFICATIONS

- (a) During your employment you are required to hold and maintain the Qualifications specified in the Details of Employment section on page one of this agreement.
- (b) You must notify Kalman Systems immediately in the event you no longer hold or are no longer eligible to hold any of the Qualifications.
- (c) Kalman Systems may require that you provide evidence of the relevant Qualifications at any time.
- (d) You acknowledge that the Qualifications are essential for the performance of your duties. Kalman Systems reserves the right to terminate this agreement without notice in the event that you fail to maintain the Qualifications or have provided false information regarding having obtained the Qualifications.

6 WARRANTIES

You warrant that:

- (a) you possess the skills, competence and qualifications to carry out the duties required of your Position, and any representation made by you as to your qualifications and experience are true and correct;
- (b) you have disclosed to Kalman Systems the particulars of any restraint or restriction (howsoever arising) which may affect your performance of the terms and conditions of this agreement;
- (c) you have not been charged with or found guilty of any offence which would be incompatible with your duties and responsibilities or the trust and confidence placed in you by Kalman Systems to perform your Position;
- (d) you have participated in, or will agree to participate in any background check and/or medical examination relevant to your Position and/or your employment with Kalman Systems to the standard required of your Position and Kalman Systems;
- (e) you have been provided with a copy of the Fair Work Information Statement (as attached at Schedule 2);
- (f) you are legally entitled to work in Australia, and agree to produce the appropriate documentation upon request from Kalman Systems including, for example:
 - (i) Australian birth certificate;
 - (ii) Certificate of Australian citizenship;
 - (iii) Australian or New Zealand passport;
 - (iv) Evidence of permanent resident status; and/or
 - (v) Any other document(s) appropriate to your circumstance.

7 POLICIES

You must read and comply with all Kalman Systems policies in place as amended from time to time. Kalman Systems may at any time review, implement, vary and/or terminate its policies in its discretion. Kalman Systems policies are not part of your employment contract and do not create any rights enforceable by you against Kalman Systems.

8 WORK HOURS

Your ordinary hours of work each week will be the Work Hours and any reasonable additional hours necessary to perform the duties associated with your Position. You acknowledge that:

- (a) the expected times and days on which you work each week may vary according to business needs, and may include attending events or working late at night or early in the morning;
- (b) you will not receive additional remuneration for any additional hours worked; and
- (c) the hours you are required to work are reasonable having regard to existing work arrangements, your personal circumstances, health and safety considerations, the needs of the business and your remuneration.

9 REMOTE WORK

- (a) You acknowledge and agree that you may, in Kalman Systems absolute discretion, be allowed to work remotely from your own workspace (**Workspace**).
- (b) If you are allowed to work remotely in accordance with clause 9(a), you acknowledge and agree to:
 - (i) have a Workspace that is suitable for your Position including reliable internet connection;
 - (ii) provide all equipment required for the Position and your duties, unless provided as part of Company Property;
 - (iii) provide Kalman Systems with information, as reasonably requested, about your intended Workplace;

- (iv) implement any of Kalman Systems' reasonable directions to ensure a healthy and safe Workspace;
- (v) comply with all of Kalman Systems' reasonable directions regarding the Workplace; and
- (vi) notify Kalman Systems as soon as possible of any concerns you have about the health and safety of the Workspace.

10 REMUNERATION

- (a) You will be paid fortnightly in arrears at the Salary rate per annum, or at such other times as Kalman Systems advises you.
- (b) Kalman Systems will also make superannuation payments on your behalf at the super rate as required under applicable superannuation guarantee legislation. These payments will be made to a preferred fund selected by Kalman Systems or a complying superannuation fund of your choice.

11 COMMISSION

- (a) Subject to this clause 11, you may be eligible to receive commission during your employment in accordance with Schedule 1 or as otherwise made known by Kalman Systems from time to time (**Commission**).
- (b) You acknowledge and agree that:
 - (i) the payment of Commission is to be made in the manner and amount set out in Schedule 1 or as otherwise specified by Kalman Systems at its sole discretion;
 - (ii) you have no right to receive Commission and Kalman Systems is under no obligation to operate a Commission scheme; and
 - (iii) you will not be entitled to receive Commission if your employment has terminated (for any reason) or you are serving any period of notice (whether on garden leave or otherwise) at the time that Commissions are paid.

12 MINIMUM ENTITLEMENTS

To the extent permitted by law, you acknowledge that your remuneration compensates you for and includes any payment or other benefit to which you may be entitled under any applicable award, including any amounts owed for overtime, penalty loadings or annual leave loading. You also acknowledge that your remuneration compensates you for all hours worked by you and that you will not be entitled to any further remuneration for normal hours or any reasonable additional hours.

13 LEAVE

- (a) You are entitled to:
 - (i) 4 weeks' paid annual leave for each year of your full time employment (or on a pro-rata basis for part-time employment);
 - (ii) 10 days' paid personal leave (which includes sick leave and carer's leave) for each year of your full time employment (or on a pro-rata basis for part-time employment), provided that you produce a medical certificate from a qualified medical practitioner or other evidence satisfactory to the Company; and
 - (iii) other leave in accordance with statutory requirements.
- (b) Kalman Systems may have an annual Christmas / New Year close down period during which the office is closed. It is expected that you will take any accrued but untaken entitlement to annual leave during this time. You will be given one months' notice in writing should an annual close down period be implemented.

14 EMPLOYEE SHARE OPTION SCHEME

You may be entitled to participate in an employee stock option plan (**ESOP**) established by Kalman Systems from time to time for the sole benefit of Kalman Systems' employees at a level that is

commensurate with your Position. You acknowledge that your participation in Kalman Systems' ESOP will be subject to and governed by a separate agreement between you and Kalman Systems.

15 CONFIDENTIALITY

- (a) You will not either during your employment or at any time after its termination, except in the proper course of you performing your duties or as required by law or by Kalman Systems, use, retain or disclose Confidential Information to any person or entity. You will also use your best endeavours to prevent the unauthorised use or disclosure of any Confidential Information by third parties.
- (b) For the purposes of this agreement, "**Confidential Information**" means all information obtained by you in the course of or in connection with your employment with Kalman Systems, that is by its nature confidential, including (without limitation):
 - (i) all trade secrets, business secrets, know-how and other confidential and commercially sensitive information not in the public domain relating to the affairs or business of Kalman Systems; and
 - (ii) without limiting clause 15(b)(i):
 - (A) costings, supply arrangements, terms of trade (whether with suppliers, clients, employees or contractors), remuneration arrangements and other competitive and/or financial information about Kalman Systems;
 - (B) customer names and address, customer lists, business cards, calendars or schedules; and»»
 - (C) information about Kalman Systems' online or offline marketing strategy, approach, processes and/or promotional activities,obtained in the course of or in connection with your employment with Kalman Systems.

16 INTELLECTUAL PROPERTY & MORAL RIGHTS

- (a) You hereby irrevocably assign (including as a present assignment of future copyright) to Kalman Systems all Intellectual Property Rights in and to Assigned Works.
- (b) During and after your employment, you must:
 - (i) deliver into the physical possession and control of Kalman Systems all material forms and embodiments (including those stored in electronic or similar media) of Assigned Works; and
 - (ii) comply with any request by Kalman Systems to execute any document or take any step necessary to assign ownership of Assigned Works to Kalman Systems and, until such assignments are fully effected, you unconditionally and irrevocably license to Kalman Systems the full use of such Assigned Works without royalty or any other compensation.
- (c) To the maximum extent permitted by law, you:
 - (i) waive any Moral Rights you may have in the Assigned Works; and
 - (ii) consent to Kalman Systems (and/or any of Kalman Systems's successors, assignees and licensees) and any person authorised by Kalman Systems (and/or Kalman Systems's successors, assignees or licensees) doing all or any acts or omissions which may infringe such Moral Rights.
- (d) For the purposes of this agreement:
 - (i) "**Assigned Works**" means all Works that you:
 - (A) have developed;
 - (B) have contributed to the development of; or

- (C) will, on and from the date of this agreement, develop or contribute to the development of,
- (D) in the course of or in connection with your employment, engagement and/or dealings with Kalman Systems (whether alone or with others);
- (ii) **"Intellectual Property Rights"** means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement;
- (iii) **"Moral Rights"** means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the Copyright Act 1968 (Cth), and any other moral right capable of protection under the laws of an applicable jurisdiction; and
- (iv) **"Works"** means all inventions, designs, drawings, plans, software, hardware, reports, documents, systems, improvements, techniques, and any other materials, information, documents or other subject matter.

17 COMPANY PROPERTY

Except where expressly agreed in writing (for example, where an item is provided as a bonus or benefit), all items provided during your employment remain the property of Kalman Systems or such other person as may be its legal owner (**Company Property**).

18 TERMINATION

- (a) Your employment may be terminated by either you or Kalman Systems at any time during the Probation Period with 1 weeks' written notice.
- (b) Your employment may be terminated by either you or Kalman Systems by giving the other party 4 weeks' written notice. At any time during this notice period, Kalman Systems may:
 - (i) terminate your employment immediately and provide you with your total remuneration in lieu of the remaining period of notice;
 - (ii) direct you not to perform any duties for all or part of the notice period;
 - (iii) require you to remain away from Kalman Systems's premises for part of all of the notice period; and/or
 - (iv) change your Position, duties, reporting arrangements or work location for part or all of the notice period.
- (c) Notwithstanding any other provision of this agreement, Kalman Systems may terminate your employment at any time with immediate effect and without payment if you:
 - (i) breach clause 15 or any material term of this agreement; or
 - (ii) you are charged with a criminal offence, commit an act of fraud or act in a manner that, in Kalman Systems's reasonable opinion, brings Kalman Systems into disrepute.

19 EFFECT OF TERMINATION

- (a) Upon termination of this agreement, you must immediately deliver to Kalman Systems all property belonging to Kalman Systems (including any laptops, computers, security passes, credit or charge cards and keys) and materials comprising or containing any:
 - (i) Confidential Information;
 - (ii) Intellectual Property Rights (including Assigned Works); or

- (iii) any Company Property or any other property of Kalman Systems,
- (iv) which is or may be in your power, possession or control, and you must thereafter destroy any copies you have of such materials.
- (b) Upon termination of this agreement, any clause that by its nature would reasonably be expected to be performed after the termination of this agreement will survive termination, including (without limitation) clauses 5 (Required Qualifications), 15 (Confidentiality), 16 (Intellectual Property & Moral Rights), 19 (Effect of Termination) and 20 (Non-Compete & Non-Solicitation) and 23 (General).

20 NON-COMPETE & NON-SOLICITATION

- (a) Unless otherwise agreed in writing, you agree that you will not anywhere in the Geographic Area and within the Restraint Period either directly or indirectly:
 - (i) canvass, solicit, compete for the custom of a client, customer of, or supplier to Kalman Systems with whom you had direct or indirect dealings during the twelve months prior to the termination of your employment with Kalman Systems; or
 - (ii) provide services or accept any request to provide services to any client of Kalman Systems with whom you had direct or indirect dealings during the twelve months prior to the termination of your employment with Kalman Systems; or
 - (iii) engage in or be involved in a business that competes, directly or indirectly, with Kalman Systems or provides the same or similar services to Kalman Systems including as a principal, agent, director, employee, partner, majority shareholder or unit holder, joint venturer, trustee, beneficiary, contractor, advisor, consultant or in any capacity in which you could use, disclose or copy the Confidential Information to that competitor; or
 - (iv) solicit, induce, encourage, or attempt to solicit, induce or encourage any employee of Kalman Systems to leave the employment of Kalman Systems where you had personal dealings with that employee in the last 12 months prior to the termination of your employment; or
 - (v) induce, counsel, procure or otherwise assist any person to do any of the acts referred to in this clause 20(a).
- (b) You acknowledge that the only effective, fair and reasonable manner in which the interests of Kalman Systems can be protected is by these restraints and the maximum duration, extent and application of these restrictions are not greater than is reasonably necessary for the protection of the interests of Kalman Systems, given the nature of its business and undertaking.
- (c) You acknowledge and agree that damages may not be an adequate remedy for Kalman Systems for any breach of the restraints contained in this clause 20 and the remedies of injunction, specific performance and other equitable relief may be appropriate for any threatened or actual breach of this clause 20.
- (d) Each restraint contained in clause 20(a) (resulting from any combination of the Geographic Area and the Restraint Period) constitutes a separate and independent provision, severable from other restraints.
- (e) For the purposes of this agreement:
 - (i) **"Restraint Period"** means:
 - (A) during your employment with Kalman Systems and twelve months from the date when your employment with Kalman Systems terminates for any reason; and
 - (B) during your employment with Kalman Systems and six months from the date when your employment with Kalman Systems terminates for any reason.
 - (ii) **"Geographic Area"** means:

- (A) Australia; unless that region is unenforceable at law, in which case
- (B) New South Wales; unless that region is unenforceable at law, in which case
- (C) the Sydney Metropolitan Area; and unless that region is unenforceable at law, in which case
- (D) within a radius of 20 kilometres from any location from which Kalman Systems conducts any business.

21 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
 whichever is earlier.

22 CONTINUED APPLICATION

The terms of this agreement will continue to apply notwithstanding any change to your duties, remuneration or Position, unless expressly agreed in writing.

23 GENERAL

23.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

23.2 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

23.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

23.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

23.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

23.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

23.7 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

23.8 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

23.9 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

23.10 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or “dollar” is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

Schedule 1 – Commission

- (a) Kalman Systems will pay you the Commission Percentage calculated as set out below.

Tier	Project Value	Commission Percentage
Tier 1	\$40,000 to \$[insert]	[insert]% of Project Value
Tier 2	\$[insert] to \$[insert]	[insert]% of Project Value
Tier 3	\$[insert]+	[insert]% of Project Value

- (b) You will be paid any Commission earned on a quarterly basis in arrears, subject to:
- (i) Kalman Systems receiving the Project Value in fully cleared funds into its bank account; and
 - (ii) clause 11(b)(iii).
- (c) For the purposes of this Schedule 1:
- (i) **“Project Value”** means the project value fees paid by a client under a Contract on a quarterly basis; and
 - (ii) **“Contract”** means a contract signed by a client of Kalman Systems for which you are the contact sales person, under which Kalman Systems is to provide services to the client.

Schedule 2 – Fair Work Information Statement

[[Fair-Work-Information-Statement.pdf \(fairwork.gov.au\)](#) you can attach it here]

Acceptance of the offer of employment

Please sign this agreement to signify your understanding and acceptance of this offer of employment with Kalman Systems.

Date:	
I, [insert employee name] , agree to the terms and conditions of the offer of employment with Kalman Systems that are set out in the cover letter and the Employment Terms, which I have read and understood.	[sign here]