

Employment Agreement

Pablo Alvarez Imaz

and

JDLF INTERNATIONAL PTY LTD

ABN 62 141 220 644

EMPLOYMENT AGREEMENT

AGREEMENT made on **23 March 2023**

BETWEEN **JDLF International Pty Ltd (ABN 62 141 220 644)** of 36-38 Burwood Road, Hawthorn in the State of Victoria (the **Company**); and

AND **Pablo Alvarez Imaz (You)**.

1. EMPLOYMENT

1.1 Appointment

- (a) Your employment under this Agreement will commence on the Commencement Date in **Item 1** of Schedule 1 and continue until terminated in accordance with this Agreement.
- (b) You will initially be employed in the position in **Item 2** of Schedule 1, although the Company may require you to perform other duties or work in other positions from time to time.
- (c) You will report directly to the position in **Item 3** of Schedule 1, or another position nominated by the Company from time to time.
- (d) You will be based at the location in **Item 4** of Schedule 1, although the Company may require you to perform your duties at other locations either temporarily, or permanently from time to time. You acknowledge it is a requirement of your position to have the capacity to travel to other locations from time to time, either planned or at short notice.
- (e) New employees will be subject to a probation period, which, if applicable to you, will be outlined in **Item 8** of Schedule 1, whereby you or the Company may give each other notice of termination of one week in writing.
- (f) This Agreement will continue to operate in relation to your employment despite any temporary or permanent change in your location, duties, position or reporting line, until terminated in accordance with this Agreement or replaced by a new agreement made in writing between you and the Company.

1.2 Hours of Work

- (a) Your ordinary hours of work are outlined at **Item 9** of Schedule 1. Any temporary variation of these hours is subject to the approval of your manager.
- (b) You are expected to work reasonable additional hours that are reasonably necessary to fulfil the requirements of your position, or as required by the Company.
- (c) Your remuneration includes compensation for all ordinary and any additional hours of work and you will not be entitled to any additional remuneration or other benefit for work performed outside these hours.
- (d) Your remuneration has been set taking into account additional hours which you will be required to work outside of standard business hours.
- (e) Your work hours do not include provisions for travel time (to and from work), meals (excluding your lunch break) and equipment/desk setup.

1.3 You warrant that:

- (a) you possess the skills required to carry out the duties required of your position, and any representation made by you as to your qualifications and experience is true and correct;
- (b) you have disclosed to the Company the particulars of any restraint or restriction (however arising) that may affect your performance of the terms and conditions in this letter, including but not limited to any prior illness or injury which may affect your ability to carry out your duties;
- (c) in entering into this Agreement, you have not relied on any direct or indirect conduct or representations of the Company or any of its directors, officers, employees or agents (or anyone authorised by any of them) or any matter other than the terms expressed in this Agreement;
- (d) 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 the Company to perform your position;
- (e) you have participated in, or will agree to participate in, any background check, medical examination or security clearance relevant to your position and/or your employment with the Company to the standard required by your position and by the Company, including a Working With Children Check or National Police Check; and
- (f) you have produced, and will produce and maintain any licenses or qualifications pertaining to your position and/or your employment with the Company to the standard required by your position and by the Company.

1.4 Acknowledgment

- (a) You acknowledge that the Company has offered to employ you and is willing to continue to employ you in reliance on the warranties and commitments you have given in this Agreement.
- (b) You further acknowledge that your ongoing employment is conditional upon you holding, at all times, and at your cost, for the duration of your employment:
 - (i) a current Working With Children Check;
 - (ii) Australian Citizenship or relevant working visa enabling you to lawfully work in Australia; and
 - (iii) a valid Drivers' Licence if detailed in Schedule 1 (Item 13).
- (c) You agree that if, at any stage during your employment, you no longer hold any of the items set out in clause 1.4(b) above, you will immediately notify your Manager.

2. RESPONSIBILITIES

2.1 Duties

During your employment, you must:

- (a) undertake and perform the duties and responsibilities assigned to you from time to time to the best of your ability, including any incidental and peripheral tasks that you have the necessary skills and qualifications to perform safely, and specifically the position description;
- (b) comply with the terms of this Agreement and all relevant and applicable legislation;
- (c) comply with the Company's lawful and reasonable directions;
- (d) use all reasonable efforts to develop good relationships with your colleagues and the Company's clients and service providers;
- (e) observe all Company policies and procedures as varied from time to time, although such policies and procedures are not incorporated into and do not form part of this Agreement;
- (f) not attend work intoxicated or under the influence of non-prescribed (or illegal) drugs or alcohol or in the possession of any illegal substance;
- (g) serve the Company faithfully and diligently and in a conscientious and professional manner;
- (h) use all reasonable endeavours to promote the interests and enhance the reputation of the Company;
- (i) not do anything which directly or indirectly may impair or be likely to impair the good name and reputation of the Company;
- (j) provide full disclosure to the person to whom you report and/or any other person as directed by the Company about the performance of your duties and responsibilities, information as to the Company's business or affairs and anything of which you become aware that could adversely affect the Company; and
- (k) devote the whole of your time, attention and abilities to the performance of your duties under this Agreement during working hours and such other times as may be reasonably necessary, except where specifically agreed by the Company.

- 2.2** To the extent permitted by law, the Company may vary, alter, change or amend your duties from time to time as the needs of the Employer dictate.

3. REMUNERATION AND BENEFITS

3.1 Salary

- (a) As at the Commencement Date, you will be entitled to the total annual salary (**TAS**) in **Item 5** of Schedule 1. Your TAS is paid in compensation for your agreement to enter into the terms of this Agreement.
- (b) Your TAS is inclusive of and paid in full satisfaction of all payments and benefits that the Company is legally obliged to provide to you (including, but not limited to, any loadings, penalties, allowances, overtime payment or other payment for hours worked

in excess of your ordinary hours). For the avoidance of doubt, where you are covered by an Award in accordance with **Item 6** of Schedule 1, your TAS is in satisfaction of your minimum weekly wages, allowances, overtime, penalty rates, and loadings as provided for in the Award.

(c) Your TAS may be reviewed each year at the absolute discretion of the Company.

3.2 Superannuation

Your TAS is inclusive of superannuation contributions. You will be paid minimum superannuation contributions required to be made under relevant superannuation legislation. Such contributions will be made into a complying superannuation fund nominated by you, or the Company's default fund if no such fund is nominated.

3.3 Payment of Salary

The salary component of your TAS will be paid in monthly instalments (less appropriate tax) into your nominated account.

3.4 Income Tax Regulations

To comply with income tax regulations, a grossed up fringe benefit value will be shown on your Annual Payment Summary (previously Group Certificate), for fringe benefits provided by the Company during the FBT year i.e. 1 April to 31 March each year. You acknowledge and agree that the Company is not liable for any impact this value may have on your personal and superannuation taxation and you agree to seek independent taxation advice if required.

3.5 Overpayment of Salary

You agree to repay to the Company any overpayment of salary as soon as possible but within 2 months of its identification and that any monies still outstanding at the time of your resignation or termination will be dealt with in accordance with clause 12.4(b) of this Agreement.

3.6 Discretionary Benefits

During your employment you may be eligible for other discretionary benefits in accordance with Company policy in place from time to time. Such benefits do not form part of this Agreement, are provided at the sole discretion of the Company and may be withdrawn or varied by the Company at any time.

3.7 Tools of Trade and Travel

During your employment with the Company, if you are provided with any Company property or tools of trade by the Company, these tools include but are not limited to those detailed in Item 12 of Schedule 1.

The company understands that through work related use devices may experience general wear and tear. Devices including but not limited to mobile phone, tablets and laptops are provided to the employee for work purposes only. In the event that a device is damaged (excluding items covered by warranty) it is the responsibility of the employee to repair the device. Devices must be returned to the company in an acceptable condition. Failure to return a device in acceptable condition may result in repairs or asset cost being charged at the expense of the employee (or withheld from pay). If a device is under warranty and repairs undertaken must be done in alignment with warranty conditions so as not to void any product warranties.

3.8 Acknowledgement

You acknowledge that your TAS incorporates consideration for the post-employment restrictions contained in clauses 13 of this Agreement.

3.9 Confidentiality and Non-disclosure

It is a condition of your employment that you do not publish, disclose or share details of employment contract.

4. PERFORMANCE AND SALARY REVIEW

- (a) At the end of each financial year, the Company may conduct a performance review of your role.
- (b) The performance review process is intended to ensure that you receive feedback on your work performance. You and your manager will establish objectives and monitor your performance over the course of the year, culminating in an annual performance review.
- (c) At the absolute discretion of the Company, your salary may also be reviewed during any performance review. Any increase in salary is not guaranteed and increases will be at the absolute discretion of the Company.

5. BUSINESS EXPENSES

The Company will reimburse you for all reasonable business related expenses incurred in the performance of your duties, subject to receiving prior approval from your manager before incurring them and providing reasonable evidence of the expenses incurred in accordance with Company policy.

6. LEAVE ENTITLEMENTS

During your employment you shall be entitled to leave in accordance with the National Employment Standards contained in the Act and any other applicable legislation or successor legislation in the location in which you are based, as amended or varied from time to time.

6.1 Annual Leave

- (a) Full-time employees are entitled to 4 weeks of annual leave per annum. Part-time employees will accrue annual leave on a pro-rata basis based on the ordinary hours of work.
- (b) Accrued annual leave should be taken, by mutual agreement with your manager, within twelve months of the leave entitlement arising. Depending on current workload demands, the Company may decline an application for leave. Annual leave must be taken within the year in which it accrues. Any exceptions must have the approval of a Company Director.
- (c) A compulsory Christmas closedown period may apply. Days other than weekends and public holidays during this period will be taken as annual leave or leave without pay should your entitlement not be sufficient to cover the period.
- (d) The Company may direct you to take annual leave on other occasions, where reasonable and by giving no less than one week's written notice.

6.2 Personal/Carers Leave

- (a) Full-time employees are entitled to 2 weeks of paid personal/carers leave per annum. Part-time employees will accrue annual leave on a pro-rata basis based on the ordinary hours of work.
- (b) Paid personal/carers leave is not paid out on termination.
- (c) You must notify your manager if you are unable to attend work due to illness or injury prior to your agreed start time. An application for leave should be made in writing in all instances.
- (d) Submissions for personal leave must be supported by a required document (such as a medical certificate) where:
 - the personal leave occurs on days immediately prior to or proceeding public holidays/s; or
 - the personal leave is two days or more consecutive days; or
 - where the employer doubts the authenticity of the illness or the reason for absence.
- (e) Personal leave is not available to an employee:
 - during a period of leave without pay. However personal leave can be accessed immediately following the expiration of the approved period of leave without pay; or
 - on account only of being pregnant or giving birth. However personal leave can be accessed for illness resulting from pregnancy or childbirth; or
 - as a result of an illness or injury due to the misconduct of an employee or if an employee is absent from duty without sufficient cause.
- (f) For the purpose of this agreement, a required document is a medical certificate as defined in the Health Practitioner Regulation National Law (Victoria) Act 2009, or a statutory declaration as considered appropriate by the courts of Victoria.
- (g) Carer's leave will need evidence of entitlement. Sick & Carer's leave entitlements shall be based on accumulated unused sick leave. The employee shall not be entitled to sick leave payments where the employee is being covered by the Transport Accident Commission or Workers Compensation. On termination of this Agreement, the employee shall not be entitled to any compensation or payment in respect to current or accumulated sick leave entitlements.
- (h) Immediate family includes:
 - the spouse or domestic partner (including a former spouse or former domestic partner) of the employee. A domestic partner means a person to whom the employee is not married but with whom the staff member is living as a couple on a genuine domestic basis (irrespective of gender); and
 - a child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7. COMPANY POLICIES AND PROCEDURES

- (a) You must comply with Company policies and procedures in force from time to time and it is expected you will be a role model in observing and applying Company policies and procedures.
- (b) The Company may vary, change or terminate existing policies as well as devise and introduce new policies from time to time at its sole and complete discretion. It is your responsibility to familiarise yourself with these policies and keep up to date with any changes;
- (c) While the terms of the Company's policies and procedures are not incorporated into, and do not form part of this Agreement, any breach of these policies and procedures may result in you being disciplined and, where appropriate, dismissed.

8. FITNESS FOR WORK

- 8.1** It is your responsibility to report for work in a Fit-For-Work ("FFW") condition and you must not be affected by alcohol and/or illicit drugs while working.
- 8.2** If you are under medication or have a medical condition that may affect or impair your ability to fulfil the inherent requirements of your role then you must notify your manager so that alternative work arrangements can be made.
- 8.3** Where the Company has a reasonable concern regarding your fitness for work, the Company may direct you, and you agree, to attend a medical assessment(s) arranged and paid for by the Company to determine your fitness for work.
- 8.4** Where you are directed to attend medical assessment(s), you irrevocably consent to:
 - (a) the Company releasing such information about you as is reasonably required to conduct the medical assessment(s) to the doctor, health practitioner or other expert conducting them; and
 - (b) the doctor, health practitioner or other expert conducting the assessment(s) providing information to the Company regarding your fitness for work and any related matters.

9. ANTI-DISCRIMINATION AND OCCUPATIONAL HEALTH AND SAFETY

- (a) The Company aspires to providing a workplace for all employees, contractors, volunteers and visitors that is safe and inclusive.
- (b) You owe obligations to the Company, its workers and any person that visits or deals with the Company to:
 - (i) act in a safe manner when performing your duties;
 - (ii) not expose others to any risk of harm; and
 - (iii) treat all employees and workers equally and not discriminate against any person for prohibited reasons.
- (c) You must at all times assist with the provision of a healthy and safe workplace that is free from discrimination. Any breach of this clause may be considered misconduct or Serious Misconduct depending on the seriousness of the breach.

- (d) As a responsible company interested in the continued health and welfare of our employees, the Company has a “No Smoking” Policy. Smoking is not permitted at Company controlled property or client sites including:
 - (i) enclosed areas, grounds and gardens, buildings, car parks, bike sheds, indoor areas
 - (ii) on major thoroughfares and within 3 metres of an entrance or air intake to a building
 - (iii) on any footpaths surrounding Company premises
 - (iv) in Company vehicles

10. MONITORING AND VIDEO SURVEILLANCE

10.1 Workplace and Video Surveillance

You understand and agree that your activities at work may be subject to video surveillance. Unless the surveillance is being conducted pursuant to a court order, any cameras within the workplace are visible in each of the areas in which they operate.

10.2 Monitoring of Communication and Information Technology Systems

- (a) As a condition of using the Company’s communication and information technology systems, you understand and agree to the intermittent and/or ongoing monitoring, recording and surveillance, of all communications and use of information technology systems and electronic resources in the course of your employment including when using Company resources in the workplace and outside of work.
- (b) You must comply with all applicable laws and Company policies relating to the use of all communications, information technology and electronic resources as amended from time to time.
- (c) You acknowledge that you have been provided with, read and understood the Company Policy on use of the Company’s technologies and this clause constitutes notice of computer monitoring activities for the purpose of relevant legislation.

11. SUSPENSION

- 11.1** In the event that you are the subject of an investigation for misconduct by the Company, you agree that the Company may suspend you on pay during that investigation, and until an outcome has been reached as a result of that investigation.

12. TERMINATION

12.1 Termination with Notice

- (a) Subject to clause 12.3 and 1.1(e), either you or the Company may terminate your employment at any time by giving the other party the period of written notice in **Item 7** of Schedule 1, or in the case of the Company by paying you in lieu of all or part of this notice period at the Company’s discretion
- (b) Should you fail to provide notice of termination in accordance with **Item 7** of Schedule 1, you agree that the Company may set off an amount in lieu of this notice from any amount the Company owes you on the date of termination.

12.2 Notice Period

- (a) During all or part of the notice period, you understand and agree that you remain an employee of the Company and the Company may, at its complete discretion, require you to:
 - (i) perform your duties or other duties requested of you, provided such duties are commensurate with your role and seniority at the time notice is given, unless otherwise agreed;
 - (ii) perform those duties from a location other than the Company's premises;
 - (iii) assist with the orderly and proper handover of work; and/or
 - (iv) not perform any duties at all or attend its offices;
 - (v) not have any contact with any employees, customers or business associates of the Company other than as authorised by the Company.
- (b) The Company will continue to pay you your TAS and other benefits for the period served as an employee.

12.3 Immediate Termination

The Company may terminate your employment and this Agreement immediately and without notice if:

- (a) you engage in Serious Misconduct;
- (b) the Company becomes aware you have breached any of the warranties in clause 1.3;
- (c) you are convicted of a criminal offence, that is inconsistent with your duties and responsibilities as an employee of the Company;
- (d) you wilfully or persistently engage in a material breach of this Agreement or Company policy;
- (e) you become of unsound mind and unable to perform your duties or become liable to be dealt with under any law relating to mental health and are unable to perform your duties.

12.4 Employee Obligations as a Result of Termination of Employment

(a) Return of Property

Upon the earlier of the date of termination or the date on which the Company provides you with notice under clause 12.1, you must immediately deliver to the Company all property in your possession or control that relates in any way to the business or affairs of the Company or any of its or their customers (including, but not limited to, Company motor vehicles, keys, documents, business cards, computers, security passes, credit cards, mobile phones and any other data storage device).

(b) Right to set off

If at the time your employment is terminated under this clause 12 you owe any amounts to the Company, the Company may set off any amounts owed by you against any

amounts the Company owes to you at the date of termination except for amounts the Company is not entitled by law to set off.

(c) **No further claims and post-employment obligations**

If your employment is terminated under this clause 12 for any reason, you acknowledge:

- (i) your on-going duties with respect to the post-employment obligations contained in this Agreement continue following such termination and that all amounts paid pursuant to this clause 12 constitute adequate consideration for those obligations; and
- (ii) you will not make or cause to be made, any statement or comment which disparages the Company or any of its officers, employees or agents.

13. RESTRAINTS

13.1 During employment

(a) **Sole employment**

During your employment, you must not hold any directorship or be engaged in any other employment or activity without the prior written consent of the Company that:

- (i) results in you acting in any capacity in competition with the Company;
- (ii) otherwise adversely affects the Company;
- (iii) may create a potential or real conflict of interest with your employment; or
- (iv) may or will hinder the performance of your duties.

(b) **Inducements**

Other than as specified in this Agreement, you must not accept any payment or other benefit from any person as an inducement or reward for any act in connection with the business of the Company.

(c) **Shareholding**

Subject to clause 13.1(d), this Agreement does not prevent you from:

- (i) holding personal or family investments which do not place you in a position of conflict of interest with the Company; and
 - (ii) dealing in shares in any company listed on a recognised stock exchange, subject at all times to relevant legislation and Company policy.
- (d) Any interest in a Competitor or client of the Company (including shareholdings) must be brought to the attention of a Company Director in writing as soon as these are known.

13.2 Post-employment

You acknowledge that the Company operates in specific markets and sectors (within the education, information technology, photography, merchant services, finance and training

sectors) and understand the need for the Company to protect its goodwill and unique position in the marketplace.

In consideration of your employment and other valuable consideration you receive from the Company and to reasonably protect the goodwill and market position of the Company's business, you must not during each Restraint Period in **Item 10** of Schedule 1 and within each Restraint Area in **Item 11** of Schedule 1, without the prior written consent of the Company, directly or indirectly on your own account or for any person, enterprise, firm, partnership, trust, joint venture or syndicate:

- (a) carry on or otherwise be concerned with or interested in (whether as trustee, principal, agent, contractor, shareholder, unit holder or in any other capacity):
 - (i) in a material way, any business in competition with, or of a similar nature to, the Business; or
 - (ii) in a material way, any business in competition with the Company, to which you offer the same or similar services as provided to the Company under this Agreement; or
 - (iii) any business in a capacity in which you could make use of Confidential Information to the material detriment of the Company;
- (b) be employed by any Competitor in the Restraint Area in a capacity or position that is the same or similar to the capacity or position held by you under this Agreement;
- (c) be employed by a client with whom you had dealings with during the 12 months immediately prior to the Termination Date, in a capacity or position that is the same or similar to the capacity or position held by you under this Agreement;
- (d) solicit or entice away or endeavour to solicit or entice away from the Company any:
 - (i) director;
 - (ii) employee;
 - (iii) contractor; or
 - (iv) supplier;of the Company who you have worked with or been directly involved with within the 12 months immediately prior to the Termination Date;
- (e) solicit, canvass, induce or entice away or endeavour to solicit, canvass, induce or entice away from the Company any client or customer of the Company with which you had dealings of a business related nature within the 12 months immediately prior to the Termination Date with a view to establishing a relationship with or obtaining the custom of that person or entity;
- (f) accept from a client or customer of the Company any business of the kind ordinarily forming part of the Business.
- (g) adversely interfere with the Business of the Company or its respective dealings, transactions or affairs.

13.3 Restraints reasonable

- (a) You have agreed to and accepted the restraints in this clause 13 in consideration of the Company's entry into this Agreement and in consideration of your TAS.
- (b) Each restriction contained in this clause 13 constitutes a separate and independent provision, severable from the other restraints. If any of those separate provisions are invalid or unenforceable in whole or in part, the enforceability of the other separate provisions will not be affected.
- (c) The Company recommends that you obtain independent legal advice about this clause 13, and you agree that you have had a reasonable opportunity to obtain such advice.

13.4 Acknowledgement by you

You acknowledge and agree that each of the restrictions imposed by this clause:

- (a) are reasonable and necessary for the protection of goodwill, interests and business of the Company;
- (b) the remedy of damages may be inadequate to protect the Company's interests and the Company is entitled to seek and obtain injunctive relief, or any other remedy, in any Court;
- (c) in view of the importance of the restraints contained in this clause for the protection of the Company's information and proprietary interests, this clause will survive the termination of your employment with the Company in all circumstances.

14. INTELLECTUAL PROPERTY

- (a) Subject to any express written agreement to the contrary, you agree that all Intellectual Property Rights in the Materials automatically vest in the Company.
- (b) To the extent permitted by law, you unconditionally and irrevocably consent to the Company (and persons claiming an interest in the Materials through the Company) committing any act or omission that may constitute an infringement of your Moral Rights in respect of all Materials created prior to or after this consent is given, and you waive all Moral Rights that you may have worldwide for the benefit of the Company its licensees, successors in title and anyone authorised by any of them to do any act comprised in any copyright in the Material.
- (c) You must, when required, do all things and execute all documents necessary to give effect to this clause 14.
- (d) Your obligations under clause 14 continue to apply after the termination of your employment with the Company.

15. PRIVACY

- (a) The Company will collect, store use and disclose your employee records and personal information in accordance with applicable privacy laws and Company policy.
- (b) You consent to the Company disclosing personal information about you to other persons for reasons relating to your employment or for the business requirements of the Company. These persons include (without limitation) the Australian Taxation Office, superannuation fund trustees and administrators, insurers, medical or

occupational practitioners, financial and legal advisers, potential purchasers on sale of business and law enforcement bodies.

16. NOTICES

- (a) A notice to be given by one party to the other under this Agreement will be in writing sent to the other party at the address as set out in this Agreement or as otherwise notified by that party.
- (b) Notices may be given by hand delivery, by post or by e-mail. Notice sent by post is deemed to be given 72 hours after posting, and by e-mail or facsimile 24 hours after the time recorded on the transmitting machine.

17. GENERAL

17.1 Law

This Agreement is governed by the law in force in Victoria. The parties agree to submit to the exclusive jurisdiction of the Courts of Victoria.

17.2 Amendment

This Agreement may only be amended or supplemented in writing, signed by you and a duly authorised person on behalf of the Company.

17.3 Severability

If a court decides that part of this Agreement is not valid or not enforceable, that part of the Agreement will be modified so that it is enforceable. If that part cannot be modified, it will be severed and the rest of the Agreement will continue to operate.

17.4 Entire agreement

- (a) This Agreement is the entire agreement between you and the Company in relation to its subject matter, and may only be varied by agreement in writing and signed by the parties. All prior representations, communications and agreements in relation to your terms of employment are superseded by this Agreement or any new agreement made in writing between you and the Company.
- (b) All of your rights or benefits or any employer duties or mutual employer and employee duties which are not expressly set out and which otherwise would be implied by law (either as a matter of law or fact) are expressly excluded.

17.5 Acknowledgment

You acknowledge that the terms of this Agreement are fair and reasonable and you have had an opportunity to obtain independent legal advice about this Agreement.

17.6 Terms not to be disclosed

You agree not to disclose the terms of this Agreement except:

- (a) where the law says information must be disclosed (for example, in a tax return);
- (b) with the prior written consent of the Company; or
- (c) to obtain legal or financial advice.

18. DEFINITIONS AND INTERPRETATION

18.1 Definitions

The following definitions apply in this agreement (including the Schedules to this agreement):

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

Agreement means this agreement between you and the Company, and its schedules.

Business means the business carried on by the Company including but not limited to: school software, finance software, photography software, school services, finance services and photography services.

Commencement Date means the date that you commence in the position in **Item 2** of Schedule 1.

Confidential Information means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business, operations or affairs of the Company, or of any customer of the Company including, without limitation:

- (a) all technical or non-technical data, formulae, patterns, programs, devices, methods and research activities;
- (b) techniques, plans, drawings, models and processes, source and object code, designs,
- (c) operations, product and service lines, delivery systems, logistics and billing and payment systems;
- (d) software, the source code of any such software and computer records;
- (e) all business and marketing information, plans, dealings and projections;
- (f) details of agreements and arrangements with third parties, including customer and supplier information, lists, requirements and terms of trade;
- (g) all financial information, pricing lists, schedules and structures, product margins and financial plans;
- (h) remuneration details and investment outlays;
- (i) all information concerning any employee, officer, customer, contractor or agent of the Company;
- (j) Company policies and procedures;
- (k) Intellectual Property Rights;
- (l) any document identified as being confidential by the Company; and
- (m) all information contained in this Agreement,

but excludes information that has come into the public domain other than by a breach of this document or other unauthorised use or disclosure.

Company means:

- (a) JDLF International Pty Ltd; and
- (b) any related body corporate of those entities as that term is defined in the *Corporations Act*.

Competitor means wherever based in Australia and New Zealand, any company competing with the Company (or its related entities), including to but not limited to the following companies:

- (a) Academy Photography
- (b) Academy School Software
- (c) Accelerus
- (d) Advanced Life
- (e) Alaress
- (f) AMIG Systems
- (g) Arthur Reed Photography
- (h) Aussie School Photos
- (i) Bytewize Pty Ltd
- (j) Catholic Education Office
- (k) Civica Education
- (l) Cool Bananas Services Pty Ltd
- (m) Denbeigh International
- (n) Department of Education (Victorian CompassOne/Partnership schools)
- (o) Education Services Australia
- (p) Edmodo
- (q) Edumate
- (r) Edval
- (s) Envato
- (t) eWorkspace
- (u) Flexischools
- (v) Foradian Technologies
- (w) GP Technology Solutions Pty Ltd
- (x) GradeXpert
- (y) JB Education

- (z) Hobsons
- (aa) Human Edge
- (bb) IDAttend
- (cc) InLogik (Card and Expense Solutions)
- (dd) Instructure (Canvas)
- (ee) Leading Image Group
- (ff) Melbourne School Photography
- (gg) Moodle
- (hh) MSP Photography
- (ii) National Photography
- (jj) NEC Australia
- (kk) PC Schools
- (ll) PromisePay
- (mm) Qkr
- (nn) Salesforce
- (oo) Saron Education Ltd.
- (pp) School Box
- (qq) School Bytes
- (rr) School Stream
- (ss) Schoology
- (tt) SchoolPix
- (uu) SchoolPro
- (vv) Semaphore Consulting
- (ww) Sentral Education
- (xx) Seqta
- (yy) SIMON Software
- (zz) SMS Consulting
- (aaa) Stile
- (bbb) Student Tracker

- (ccc) Student Performance Analyser (SREAMS)
- (ddd) Synergetic
- (eee) TASS
- (fff) Timechart
- (ggg) Timetabling Solutions
- (hhh) Tiqbiz
- (iii) TurnItIn
- (jjj) Tribal
- (kkk) uEducateUs
- (lll) VISITS Pty Ltd
- (mmm) VJ Consulting
- (nnn) Xplor (incl MyXplor & OurXplor)
- (ooo) Xuno
- (ppp) Xtreme Software

Corporations Act means the *Corporations Act 2001* (Cth), as amended from time to time.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, such as Moral Rights.

Materials means works, ideas, concepts, designs, inventions, developments, improvements, systems or other material or information, created, made or discovered by you (either alone or with others and whether before or after the date of this document) in the course of your employment or as a result of using the resources of the Company.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature, that exist, or may come to exist, anywhere in the world in all Materials made or to be made by you in the course of your employment.

National Employment Standards or NES means the National Employment Standards in Part 2-2 of the Act, as amended or replaced from time to time.

Serious Misconduct includes, but is not limited to:

- (a) wilful or deliberate behaviour that is inconsistent with the continuation of your contract of employment;
- (b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of the Company;
- (c) in the course of your employment, engaging in:
 - (iii) theft;
 - (iv) fraud;
 - (v) assault; or
 - (vi) serious or wilful breach of the Company Code of Conduct or other Policies
- (d) being intoxicated at work; or
- (e) refusing to carry out a lawful and reasonable instruction that is consistent with this Agreement.

Termination Date means the date of termination of your employment with the Company whether under clause 11 or otherwise. In the event of termination by payment in lieu of notice, the Termination Date is the date on which the payment is made.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) a reference to a clause or schedule is to a clause or schedule of or to this agreement;
- (c) any headings are for convenience only and do not affect the interpretation of this agreement;
- (d) a reference to a party includes that party's successors and permitted assigns;
- (e) cognate or derivative parts of speech and grammatical forms of a word or phrase which are defined in this agreement have a corresponding meaning;
- (f) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
- (g) a reference to any amount in dollars (\$) is a reference to the amount in the currency of Australia
- (h) a reference to a statute, regulation, proclamation, ordinance or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and

- (i) a reference to a document or agreement includes all amendments or supplements to, or replacements or notations of, that document or agreement.

EXECUTED as an agreement.

SIGNED for and on behalf of
JDLF International Pty Ltd
(ABN: 62 141 220 644) by its authorised
signatory in the presence of:

)
)
)
)

Witness Signature

Authorised Signatory

Witness Name

Authorised Signatory Name

SIGNED by **PABLO ALVAREZ IMAZ**
(Employee)

)
)

Pablo Alvarez Imaz

Employee Signature

in the presence of:



Witness

Madelene Hess-Evans

Name (print)

SCHEDULE 1

Item 1	Contract Commencement Date: 11 April 2023									
Item 2	Position: Graduate Software Engineer									
Item 3	Reports to: Development Team Lead									
Item 4	Location: 36-38 Burwood Road, Hawthorn VIC 3122									
Item 5	Total Annual Salary (TAS) is \$60,000 Inclusive of superannuation									
Item 6	Award: Refer to position description, if applicable									
Item 7	<div>Notice period<table><tr><th>Employee's period of continuous service with the employer at the end of the day the notice is given</th><th>Period</th></tr><tr><td>Not more than 1 year</td><td>10 business days</td></tr><tr><td>More than 1 year but not more than 2 years</td><td>15 business days</td></tr><tr><td>More than 2 years</td><td>20 business days</td></tr></table><p>If you are over 45 years old, and have completed at least two years of service at the end of the day notice is given, you will receive an additional one week's notice.</p><p>In the event that the employee provides notice to the company, the period of required notice will be the listed business days above excluding any pre-booked annual leave days. For example: if the employee has three (3) days pre-booked leave during the notice period, the notice period would be extended by an additional three (3) days. The purpose of this provision is to ensure that appropriate time is available to provide completion and/or handover of current projects/work. The company at its absolute discretion agree to a shorter negotiated notice period.</p></div>		Employee's period of continuous service with the employer at the end of the day the notice is given	Period	Not more than 1 year	10 business days	More than 1 year but not more than 2 years	15 business days	More than 2 years	20 business days
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More than 1 year but not more than 2 years	15 business days									
More than 2 years	20 business days									
Item 8	Probation Period: 6 months									
Item 9	Hours of Work: Full time (37.5 hours per week) Monday – Friday, 8.30am – 5.00pm (including one hour lunch break) Any variation to these hours must be made in writing by your manager									
Item 10	Restraint Period means: <div><div>(a)</div>for a period of 12 months after the Termination Date, or if that is not reasonable; <div>(b)</div>for a period of 9 months after the Termination Date, or if that is not reasonable;</div>									

	<p>(c) for a period of 6 months after the Termination Date, or if that is not reasonable;</p> <p>(d) for a period of 3 months after the Termination Date, or if that is not reasonable;</p> <p>(e) for any such period as Confidential Information held by you retains its quality of confidentiality.</p>
Item 11	<p>Restraint Area means:</p> <p>(a) all Australian States and Territories and New Zealand, or if a court holds this area to be unreasonable or invalid for any reason, then:</p> <p>(b) all States and Territories of Australia, or if a court holds this area to be unreasonable or invalid for any reason, then:</p> <p>(c) the States of Victoria, New South Wales and Queensland, or if a court holds this area to be unreasonable or invalid for any reason, then:</p> <p>(d) Victoria, or if a court holds this area to be unreasonable or invalid for any reason, then:</p> <p>(e) Melbourne, including greater Melbourne, or if a court holds this area to be unreasonable or invalid for any reason, then:</p> <p>(f) within a 50km radius from the location at Item 4 of this Schedule, or if a court holds this area to be unreasonable or invalid for any reason, then:</p> <p>(g) within a 25km radius from the location at Item 4 of this Schedule, or if a court holds this area to be unreasonable or invalid for any reason, then:</p> <p>(h) within a 10km radius from the location at Item 4 of this Schedule.</p>
Item 12	Tools of Trade supplied by the Company: To be confirmed
Item 13	Drivers Licence: Required