



Regal Beloit Australia Pty Ltd.  
ABN: 61 122 303 084

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Phone: +61 (0) 3 9237 4000

[www.regalbeloit.com](http://www.regalbeloit.com)

Monday, October 5, 2020

**PRIVATE & CONFIDENTIAL**

Roel Pantonial  
c/of - roel.pantonial@gmail.com

Dear Roel,

**RE: OFFER OF EMPLOYMENT**

We are pleased to offer you employment in a position on the terms and conditions set out below. Please read them carefully and ensure that you understand them. If you have any questions regarding this offer, please contact me.

**Employer**

Your employer will be Regal Beloit Australia Pty Ltd (the **Employer**).

**Start Date**

Your employment with the Employer will commence on 04/NOV/2020, or such other date as agreed between you and the Employer.

Your employment is for an initial qualifying period of 6 months. Both you and the Employer are entitled to end your employment by giving one week's written notice to the other party during the qualifying period. If the Employer ends your employment, it is entitled to give you one week's notice, one week's pay in lieu of notice or notice for part of that period and pay in lieu for the rest of the period.

**Position**

You will be employed in the position of Design Engineer II – Software or such other positions as subsequently nominated by the Employer (**the Position**).

In the Position you will report to the Electronics Design Manager or such other person nominated by the Employer from time to time.

This contract will continue to apply despite any changes to your position, duties, responsibilities, or remuneration, except to the extent that the parties agree to vary this contract in writing.

**Position Description**

Attached to this offer is a copy of the position description for the Position. This position description is not intended to constitute a complete list of your duties and you may be required to carry out other duties consistent with the Position. The Employer may also, from time to time, change your duties, title and reporting arrangement in consultation with you.

## Location of Employment

The Position will be based at the Employer's premises in Rowville. The Employer reserves the right to relocate you at any time within the greater Melbourne area and its surrounding suburbs with no additional compensation to you. The Employer will provide you with at least two weeks' notice of any such relocation.

## Duties and Responsibilities

During working hours, you must devote all of your working time and attention to your employment with the Employer. You must serve the Employer professionally, honestly and faithfully and comply with all lawful directions of the Employer. You must use your best efforts to promote the Employer's interests and welfare.

You must not engage in other business activity, whether paid or unpaid which may conflict with your duties and responsibilities as an employee of the Employer or the business of the Employer, or may tend to bring the Employer into disrepute. You must also not engage in any other employment or provide services to any other person or entity without the consent of the Employer.

## Hours of Duty

You are engaged on a full-time basis. Your normal hours of work will be 38 hours per week between the hours of 8.30 am to 5 pm, Monday to Friday plus any reasonable additional hours that are necessary to fulfil your duties or as otherwise required by the Employer. You acknowledge that these are hours are reasonable having regard to the nature of the Position, and that you will be available to work these hours.

The Employer may change your normal working hours from time to time in consultation with you.

You agree that you will record your working hours if required by the Employer.

Subject to law, your remuneration below includes compensation for working these additional hours and you will not be entitled to any additional pay for working these hours.

## Remuneration

Your annual base salary will be \$95,000 per annum, less tax. This amount is exclusive of superannuation.

Your base salary will be paid fortnightly in arrears by the Employer, into a bank account nominated by you. Your base salary may be reviewed from time to time. For the avoidance of doubt the occurrence of such a review does not give rise to a right to an increase in base salary.

Your annual base salary is in excess of any monetary entitlements that you may have under any relevant modern award or other industrial instrument applicable to your employment with the Employer (including, but not limited to, allowances, penalties, overtime, payment for reasonable additional hours, or loadings, including leave loadings) and any excess base salary may be used to off-set any such entitlements.

1. As an employee whose employment in the position will be covered by the Professional Employees Award 2010 (the **Award**), classification Level 3, you be will paid in accordance with the minimum terms and conditions of the Award with respect to all matters, including wages, overtime rates, penalty rates, allowances and annual leave loading.
2. Your annual base salary is inclusive of award entitlements. Specifically, your annual base salary will be paid in satisfaction of all entitlements under the Professional Employees Award 2010 (the **Award**) to minimum weekly wages, allowances, overtime, penalty rates and annual leave loading (see clauses 14-16, 18-19 of the Award)

3. From time to time, the Employer may agree with you to vary certain terms of the award, to meet both yours and the Employer's individual needs.

Any such agreement will only be made in strict accordance with the flexibility provision set out in the Award **(Flexibility Agreement)**

If you agree to enter into a Flexibility Agreement, while the Flexibility Agreement remains valid and in operation (for example, it has not been terminated), you will be entitled to the terms of the Flexibility Agreement and they will apply to the exclusion of the Award benefits dealing with the same subject matter. For example, if we enter into a Flexibility Agreement with respect to leave loading, your entitlement to leave loading would then be in accordance with the terms of the Flexibility Agreement, and not the Award.

In the event that the Flexibility Agreement is or becomes invalid, or if it is terminated in accordance with the terms of the Award, you will cease to be entitled to the payments and benefits set out in the Flexibility Agreement, and your entitlements with respect to those matters will revert to the minimum amounts set out in the Award.

### **Superannuation**

In addition to your base salary, the Employer will make superannuation contributions on your behalf into a complying superannuation fund in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth). The value of these contributions will be the minimum amount required for the Employer to avoid a superannuation guarantee charge as set out in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

### **Company Vehicle**

You must retain a current driver's licence if using a Company Vehicle, comply with all applicable road traffic and vehicle laws, as well as the provisions of any insurance policy or lease relating to the vehicle.

If you must maintain a current driver's licence to perform the duties of the Position, the Employer may suspend or terminate your employment if you are prevented from driving due to the loss or suspension of your licence. You will be required to immediately notify the Employer of any matter affecting the currency or validity of your driver's licence. Failure to do so may result in termination of your employment.

You will be personally liable for any fines or penalties incurred by you in relation to your use of the Company Vehicle.

### **Expenses**

The Employer will reimburse you for all reasonable business expenses which have properly been incurred by you in the course of the performance of your duties, subject to any policies which the Employer may issue from time to time dealing with expenses. Any reimbursement is also conditional upon approval in advance and the presentation of expense statements, receipts or other supporting documentation that the Employer may reasonably require. A request for an expense reimbursement may be denied if it is not accompanied by the required documentation.

### **Annual Leave**

You will accrue and take paid annual leave as required by applicable annual leave legislation in place from time to time. Current leave legislation provides for accrual of paid annual leave of 4 weeks' (pro-rated for part-time employees) per year of service.

Annual leave is cumulative from year to year and you will be paid any accrued and untaken annual leave upon termination.

In taking annual leave, you must comply with the Employer's leave policy as amended by the Employer from time to time.

You are not entitled to annual leave loading.

The Employer may direct you to take annual leave if you have accrued an annual leave balance in excess of 8 weeks.

### **Personal Leave**

You will accrue and take paid personal leave (sick leave or carers' leave) as required by applicable personal leave legislation in place from time to time. Current leave legislation provides for accrual of paid personal leave of 2 weeks' (pro-rated for part-time employees) per year of service.

You are entitled to take personal leave as:

- (a) sick leave for absences due to personal illness or injury; or
- (b) carer's leave to provide care or support to a member of your immediate family or household who requires support because of an illness or injury.

The Employer may require you to provide a medical certificate or such other documentation to substantiate any absence on account of personal leave.

### **Other Leave**

You will be entitled to other leave, such as public holiday and long service leave as set out in applicable legislation.

### **Terminating your Employment with Notice**

Either you or the Employer may terminate your employment by giving to the other the written notice set out in the table below, or in the case of the Employer, paying your remuneration in lieu of all or part of the required notice.

Period of continuous service		Notice Period
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

If you are over 45 years of age and have completed at least two years' continuous service with the Employer at the time of termination, you will be entitled to an additional week's notice.

Where you are required to work out a period of notice, during some or all of that period, the Employer may require that you not attend the workplace, not perform some or all of the duties of your Position and refrain from contacting customers, clients and employees of the Employer.

### **Terminating your Employment without Notice**

The Employer may terminate your employment at any time without prior notice if you:

- (c) commit any serious or persistent breach of this contract or any of the Employer's policies and procedures;
- (d) refuse to carry out lawful instructions of the Employer, within the scope of your duties;
- (e) are grossly negligent or otherwise incompetent in the performance of your duties;
- (f) are guilty of any serious misconduct or wilful neglect in the discharge of your employment duties;
- (g) engage in wilful or negligent conduct which poses a serious risk to health and safety;
- (h) become bankrupt or make any arrangement or composition with your creditors;
- (i) fail to hold, are disqualified from holding or cease to satisfy any license, qualification or authorisation required by law to be held by you as a condition of the performance of your duties and responsibilities; or
- (j) engage in any civil wrong or conduct of a criminal nature (including but not limited to assault, theft and fraud) or any other conduct which in the reasonable opinion of the Employer may seriously impact on your ability to perform the duties of the Position or is likely to significantly damage the reputation or business of the Employer.

The Employer reserves the right to terminate your employment without notice or payment in lieu for abandonment of employment. For the avoidance of doubt, the Employer will consider you to have abandoned your employment where you are absent without reason for a period of 3 working days, and these are 3 consecutive days on which you were expected to attend work.

Where the Employer is investigating a disciplinary incident or complaint in relation to your employment, the Employer may suspend you (with or without loss of pay) until the conclusion of the investigation.

### **On termination**

If your employment is terminated for any reason:

- (a) the Employer may set off any amounts you owe the Employer against any amounts the Employer owes you, except for amounts the Employer is not permitted by law to set off;
- (b) you must return all of the Employer's property (including property leased by the Employer) to the Employer on termination including all written or machine readable material, software, documents, computers, credit cards, keys and vehicles if company owned or leased;
- (c) you must not take, delete, alter, record, copy, summarise or disclose to any third party any Confidential Information (as defined later in this contract) in any form after termination. You must return all Confidential Information to the Employer upon termination and, if required, confirm in writing that you have not retained any such information or copies thereof; and

- (d) the Employer may require you not to attend work and/or not to undertake all or any of your duties of employment during any period of notice.

### **Policies and Procedures**

Unless otherwise expressly stated in a company policy, plan, procedure or this contract, any policies, plans or procedures issued by the Employer will not form part of your employment contract with the Employer and are not binding on the Employer. To the extent that a policy, plan or procedure of the Employer requires you to do or refrain from doing something, it constitutes a direction from the Employer with which you must comply.

As indicated above, you must comply with the employment policies, plans and procedures and codes of conduct of the Employer as varied by it from time to time.

The Employer may amend its policies, plans and procedures at any time. You will be notified of any changes. You must ensure that you regularly familiarise yourself with any changes from time to time.

### **Use of the Employer's Facilities and Property**

The Employer may provide you with access to certain facilities, including email and internet services, computer systems, telephone services (mobile and landline), facsimile machines and photocopying facilities. You must use these facilities in accordance with any applicable code of conduct or policy issued by the Employer.

### **Privacy**

The Employer may collect personal and sensitive information from you from time to time, such as banking details, and health information. You consent to the Employer providing this information to third party providers, including, but not limited to its payroll provider, workers compensation insurers and other third parties where it is necessary for the proper conduct and administration of the Employer's business. You acknowledge that the Employer retains the right to select its third party contractors.

### **Confidential Information**

By virtue of your employment, you may become aware of information relating to the business or affairs of the Employer or its related bodies corporate (as defined under the *Corporations Act* 2001 (Cth) (***Related Bodies Corporate***), including, but not limited to its client lists, client details, employees or officers, services, research activities, computer systems, software, manufacturing processes, formulae, technical information, intellectual property and Work Product (as defined later in this contract), and financial information between the Employer and/or its Related Bodies Corporate and/or its clients (***Confidential Information***).

The Confidential Information remains the sole property of the Employer or its Related Bodies Corporate.

You must not, either during (except in the proper course of your duties) or after the termination of your employment, without the prior written consent of the Employer, directly or indirectly, divulge, use or otherwise disclose to any person whatsoever, the Confidential Information, either for your own or for another's benefit.

You must use your best endeavours to protect the Confidential Information. You must immediately notify the Employer should you suspect misuse of the Confidential Information and assist the Employer in any proceedings taken by the Employer for alleged misuse of the Confidential Information.

You must enter into any other confidentiality agreement or provide confidentiality undertakings as required by the Employer from time to time to protect its business interests and those of its customers and Related Bodies Corporate.

## Intellectual Property

The Employer will own all property rights, including intellectual property rights in any work, invention, discovery, improvement or design (**Work Product**) which you make or conceive whilst employed by the Employer in connection with the Employer's business or the business of its Related Bodies Corporate or by using the resources, facilities, or Confidential Information of the Employer or any one of its Related Bodies Corporate.

For the purpose of this clause, intellectual property rights include, but are not limited to, rights in patents, design registrations, trademarks and copyright.

You agree to waive all moral rights in the use of the Work Product and consent to the Employer's use of that Work Product without attribution of authorship, or the Employer's manipulation of that Work Product for the purposes of the *Copyright Act 1968* (Cth).

You must sign all documents and do anything else which the Employer requires to secure the Employer's ownership of all property rights in the Work Product.

## Post Employment Restraints

You must comply with the post-employment restrictions which are set out in **Schedule A** to this contract.

You acknowledge that during your employment with the Employer you:

- (a) have or will become possessed of Confidential Information regarding the business of the Employer and its Related Bodies Corporate, and their respective clients and customers; and/or
- (b) have developed or will develop influence over the clients, customers, associates, employees, contractors and suppliers of the Employer and its Related Bodies Corporate.

You agree that the post employment restrictions set out in **Schedule A** are reasonable and necessary for the protection of the business of the Employer.

## Occupational Health & Safety

You must attend to your work safely and notify your supervisor if you become aware of any workplace risks. You must comply with all occupational health and safety policies of the Employer.

## Anti-Discrimination and Harassment

The Employer is an equal opportunity employer. You must comply at all times with the Employer's policies in respect of anti-discrimination and harassment.

## Security

You agree to permit, upon request, the Employer or its representative to inspect any bags, containers, vehicles or other personal property brought onto the Employer's property by you.

## Employee's Representations and Warranties

This offer and your employment with the Employer is at all times conditional upon:

- (a) you obtaining and retaining all necessary visas, work permits, licences, registrations, or memberships to enable you to lawfully reside and work in Australia and fulfil the duties of the Position; and

- (b) you are competent to properly carry out the duties of the Position and that any representations as to your qualifications, skills, experience, and employment history made by you or a person on your behalf are true and correct.

You acknowledge that in entering into this contract, you have not relied on any representations, assurances, warranties, or understandings about its subject matter, except as provided in this contract.

### General

Any notice to be given under this contract must be given in writing and may be given either personally or by registered mail.

This letter constitutes the entire agreement relating to your employment and supersedes all prior offers, written or oral, with respect to your employment by the Employer. This contract may only be modified by an agreement in writing signed by both parties.

### Governing Law

This contract and your employment will be governed by the laws of Victoria.

### Acknowledgment

If the terms and conditions of this offer are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter to the Employer within seven days from the date of this letter.

By signing this letter of offer, you are acknowledging that:

- (a) you have had sufficient time to review its contents;
- (b) you have been given an opportunity to obtain advice concerning its contents and effect; and
- (c) you have read and understand the contents of this letter and your obligations.

We are excited at the prospect of having you join the Regal Beloit Australia and look forward to your acceptance of this offer and to our mutual success.

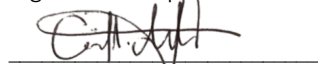
Yours sincerely,



Caroline Kennedy – HR Manager Aust. & NZ

I confirm that I have read, understood, and accept the terms of this contract and its attachments.


Signed in the presence of:



Witness' Signature

**Cecille Pantonial**

Witness' Name (please print)



Signature of Roel Pantonial

**06/OCT/2020**

Date



## SCHEDULE A

### Post Employment Restraints

#### 1. DEFINITIONS

For the purpose of this Schedule A, the following definitions apply (and terms otherwise defined elsewhere in the letter agreement to which this Schedule is attached continue to apply unless expressly stated otherwise):

**"Associate"** means any person who at any time within the Relevant Period sold or promoted the products of the Employer, or who was preparing to sell or promote the products of the Employer (regardless of whether such person was or is an employee or agent of the Employer).

**"Customer"** means any person who at any time within the Relevant Period was:

- (a) negotiating with the Employer for the supply of services by the Employer; or
- (b) a client or customer of the Employer,

whether involved in wholesale or retail business, and with whom you dealt or had contact in the course of your employment within the Relevant Period or about whom you had access to Confidential Information as a result of your employment.

**"Employer"** includes the Related Bodies Corporate of the Employer from time to time.

**"Geographical Area"** means:

- (a) Australia, or if this is held unenforceable by a Court of competent jurisdiction;
- (b) any State or Territory of Australia in which you have performed work, had dealings or been responsible during your employment, or if this is held unenforceable by a Court of competent jurisdiction;
- (c) any State or Territory of Australia in which you have performed work, had dealings or had responsible for during the Relevant Period, or if this is held unenforceable by a Court of competent jurisdiction;
- (d) Victoria.

**"Personnel"** means any employee, Associate or independent contractor of the Employer:

- (a) who any time within the Relevant Period had dealings with Customers, Suppliers, Associates, or access to Confidential Information; and
- (b) with whom you dealt or had contact in the course of your employment within the Relevant Period.

**"Restricted Business"** any business that competes with or is likely to compete with the business of the Employer within the Geographical Area.

**"Relevant Period"** means the period of 12 months immediately preceding the Termination Date

**"Restraint Period"** means a period of 12 months from the Termination Date or if this period is held unreasonable by a Court of competent jurisdiction, then a period of 9 months from the Termination Date or if this period is held unreasonable by a Court of competent jurisdiction, then 6 months from the Termination Date or if this period is held unreasonable by a Court of competent jurisdiction, then a period of 3 months.

**"Supplier"** means any person who at any time within the Relevant Period:

- (a) supplied the Employer with goods and/or services;
- (b) was having discussions with the Employer regarding becoming a supplier of the goods or services,

and with whom you dealt or had contact with in the course of your employment within the Relevant Period or about whom you had access to Confidential Information as a result of your employment.

**"Termination Date"** means the date upon which your employment ceases, regardless of the reasons or manner of such cessation.

## **2. Restrictions**

You undertake to the Employer that, during the Restraint Period, you will not, without the prior written consent of the Employer, directly or indirectly, whether alone or in conjunction with, or on behalf of, any other person and whether as principal, shareholder, director, employer, employee, agent, contractor, consultant or partner or in any other capacity:

- (a) participate or be involved in Restricted Business in the Geographical Area;
- (b) become employed by, or provide services to, or have any other business association with a business which competes with the Employer in a Restricted Business;
- (c) interfere with the business relationship which the Employer maintains with any Customer, Personnel or Supplier;
- (d) entice, or endeavour to entice away from the Employer, any Customer, Personnel or Supplier;
- (e) counsel, procure, or assist any person to do any of the acts referred to above.

Each covenant and undertaking contained in this Schedule shall be read and construed independently of the other covenants and undertakings in this Schedule. If one or more of the covenants or undertakings are held to be invalid, then the remaining covenants and undertakings shall be read as if those invalid covenants and undertakings were deleted.

You acknowledge that the covenants and undertakings in this Schedule are reasonable in all the circumstances.