

INDIVIDUAL EMPLOYMENT AGREEMENT

Fixed Term Employee

Dated on the 23rd day of September 2016

1 The Parties

The parties to this employment agreement are:

Augen (NZ) Ltd the "Employer";

And Trong Nguyen Tran the "Employee" "you".

2 Position and the Duties

2.1 The Position

This employment agreement is a fixed term agreement. The Employee's position for this fixed term is outlined in the Remuneration and Performance Schedule (Schedule One).

2.2 Duties as set out in the Job Description

The Employee shall perform the duties set out in the Job Description attached to this agreement (Schedule Two). These duties may be modified and updated by the Employer from time to time following agreement with the Employee. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Employer.

2.3 Reporting

The Employee shall report to the position as outlined in the Remuneration and Performance Schedule (Schedule One) or to any other representative of the Employer designated from time to time by the Employer.

3 Nature and Term of the Agreement

3.1 Individual Agreement

This Employment Agreement is for a fixed term and shall take effect from the 07 of November 2016 for a term of 12 months, and will expire on the 05 of November 2017 unless terminated earlier in accordance with the termination provisions of this agreement. This is an individual employment agreement entered into under the Employment Relations Act 2000. The clauses in this agreement may be varied or updated by agreement between the parties at any time for the purposes of employment terms, conditions and benefits. Nothing in this agreement shall prevent the parties at or before the expiry of this agreement, from renewing this agreement or entering into a subsequent employment agreement. Nothing in this clause or agreement shall be interpreted to give to the employee any expectation or undertaking that this agreement will be renewed or employment extended or that any subsequent agreement shall be entered into.

There shall be no commitment or expectation of on-going employment whatsoever by either party.

This employment agreement is for a temporary term for the following reason(s):

- “GR” Project delivery needs for Augen’s Client is set for a 12-month duration based on the current project plan.

Should the work extend past the expiry date as outlined above, you will be consulted and may be offered a further duration of temporary employment if both parties agree.

The employer has genuine reason based on reasonable grounds for specifying that the employee’s employment is for a temporary term. The employee’s employment will end on the date specified above. Should there be any change, the employer will advise the employee of when and how the employment will end and the reasons for ending the employment.

3.2 90 Day Trial Period

Notwithstanding that this employment is a fixed term, the parties have agreed that a 90 day trial period will apply as outlined below.

- a. The employee and employer agree that the employee’s employment is subject to a trial period:
 - I. Of 90 days duration and the trial period will commence on the first day of employment;
 - II. During that trial period the employer may dismiss the employee or give notice of dismissal; and
 - III. If the employer does so, the employee is not entitled to bring a personal grievance or any other legal proceedings in respect of the dismissal.
- b. During the trial period, no provision in this employment agreement or any employer policy regarding the employer’s obligations (including any process requirements) in relation to performance, conduct, training or any other matter

relating to the employee's employment will apply and that the employer retains the right to dismiss the employee with immediate effect for serious misconduct.

- c. Notwithstanding any contrary provision in this employment agreement, the notice period for termination of employment and this employment agreement during the trial period is 14 days written notice. The employee further agrees that the employer may in its absolute discretion terminate employment and the employment agreement with immediate effect by giving written notice and then paying within 14 days of the date of the written notice the amount of money that would have been due to the employee had the employee worked all or part of the notice period (as the case may be) for which this sub-clause provides. In the event of serious misconduct, the employer retains the right to terminate employment and the employment agreement with immediate effect by giving written notice and no further monies in relation to notice will be paid.

The employee has been given the opportunity to discuss this provision and has been advised of their right to seek independent advice.

4 Employee Obligations

The Employee shall:

- I. Comply with all reasonable and lawful instructions provided to them by the Employer;
- II. Perform their duties with all reasonable skill and diligence;
- III. Conduct their duties in the best interests of the Employer and the employment relationship;
- IV. Deal with the Employer in good faith in all aspects of the employment relationship;
- V. Comply with all policies and procedures (including those set out in the Employee Handbook & OSH Manual) implemented by the Employer from time to time.
- VI. Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

5 The Place of Work

The parties agree that the Employee shall perform their duties at the location set out in the Remuneration and Performance Schedule (Schedule One). The Employee may be required from time to time to work elsewhere in New Zealand and overseas.

6 Hours of Work

- I. The employees hours and days of work will vary according to the work demands. It is envisaged that 40 hours shall be offered per week although this may vary from week to week. The employee will be advised of the required days and hours in the week prior wherever possible. The breakdown of when you perform your duties will be outlined to you by your manager.
- II. Whilst the times that rest and unpaid meal breaks will be taken is usually at the employee's reasonable discretion, the employee agrees their manager may direct the times at which breaks will be taken.
- III. To meet operational requirements, the Employee, from time to time, may be required to make himself/herself available for work outside normal working hours. This may include weekends. The requirement to work extended hours will not be payable as overtime unless hours are worked on public holidays (see clause 8.1).
- IV. Any roster or on call requirements are specified in the Remuneration Schedule.

7 Remuneration

7.1 Salary/Wages and Expenses

- I. The commencing salary/wage is shown in the Remuneration and Performance Schedule (Schedule One).
- II. Salary/wages will be paid on the 25th of each month or preceding business day, four to five weeks in arrears direct credit to your nominated bank account based on completion and authorisation of timesheets. Direct credits may be made outside working hours.
- III. Procedures for reimbursement of expenses incurred while carrying out your job are set out in the Employee Handbook.
- IV. The Employer will make deductions from your final pay for leave taken in advance.
- V. The Employer will make a deduction from your final pay, or from any monies owing to you, at the date of termination should any overpayment or advance of salary have been paid to you.

7. 2 Kiwi Saver

If the Employee makes contributions to KiwiSaver, the employee agrees that all total gross wages and salary payments payable to them by the employer will be inclusive of Employer contributions (including ESCT) and the amount of the Employer contributions will be diverted from the Employee's wages and salary into their KiwiSaver fund less ESCT.

If you elect not to participate in KiwiSaver or compliant scheme then you shall receive your Employer Contribution as part of you wage or salary.

8 Holidays and Leave Entitlements

Annual leave entitlements and other leave entitlements will be as per the Holidays Act 2003 and subsequent amendments.

No paid sick or bereavement leave apply unless the employee's employment is for more the six months current continuous employment, in such instances the provisions of the Holidays Act sick and bereavement leave apply.

8.1 Public Holidays

The Employee shall be entitled to any public holidays should they arise during the employee's employment term, as specified in the Holidays Act 2003. Where the day in question would otherwise be a working day for the Employee, the Employee shall be entitled to pay on that holiday.

The employee agrees to work public holidays if required by the Employer. The Employer shall be entitled to require the Employee to work on a public holiday. Where such a day is worked, the Employee shall be paid at the rate of one and a half times their relevant daily pay for the time actually worked and if that day was a day that would otherwise be a working day for the Employee, the Employee shall also receive an alternative paid holiday of one day at a later date, the timing of which is to be determined by agreement between the Employer and the Employee, or in the absence of agreement according to the Holidays Act 2003. The public holidays are:

- Christmas day
- Boxing Day
- New Year's day
- 2 January
- Waitangi day
- Good Friday
- Easter Monday
- ANZAC day
- Sovereign's Birthday
- Labour day
- Province day

9 Health and Safety

9.1 General Health and Safety Obligations

The Employee shall comply with all directions and instructions from the Employer regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.

9.2 Health and Safety Policies

The Employee shall ensure they are familiar with the Employer's health and safety

policies, and any modifications to those policies that may be introduced from time to time. Refer to the Health and Safety policy in the Employee Handbook (2.12) and the Health and Safety manual.

10 Other Employment Obligations

10.1 Confidential Information and ownership of work

All information about Augen, its business, customers and processes is to be kept strictly confidential. You must not disclose this information to any third party or use it outside Augen, other than as part of your usual and accepted duties as an employee of Augen. You may not use any information for your personal benefit. Augen business must not be discussed in public or during social occasions. Your obligation of confidentiality continues even after you cease to be employed by Augen. A breach of confidentiality during the term of this agreement will be deemed serious misconduct for which the penalty is instant dismissal.

You agree that you have told Augen about any existing confidentiality obligations you may have to other people or companies.

If, during and by reason of your employment, you discover, design, or develop any inventions, systems, formulae, techniques or the like ("Inventions"), you agree that these Inventions belong to Augen. You agree to assign any interest in the Inventions to Augen, which you irrevocably appoint as your Attorney for this purpose. You agree to help (at Augen's cost) Augen to obtain any patent or similar protection for the Inventions. If the Inventions are of no value to Augen and Augen notifies you of this, this paragraph will not apply.

You shall not remove any such work, or copies thereof, from the business premises of Augen or Augen's customers, except for normal business purposes or with the expressed consent of the employer.

10.2 Privacy Obligations

The Employer and the Employee shall comply with the obligations set out in the Privacy Act 1993. The Employee must not breach the privacy of any customer or client in the course of their employment.

10.3 General Standards

- I. The employee must not conduct him/herself in a way which adversely affects, or is reasonably likely to adversely affect Augen or other employees, customers, or the property, reputation or working conditions of any of them.
- II. Employees must report to work in such a condition that they are able to perform their duties properly and safely.
- III. The company has a smoke-free policy and all employees must comply with this.
- IV. Use of threatening, abusive or insulting actions or language will not be tolerated.
- V. Discrimination, and in particular, sexual or racial harassment of any sort will not

- be tolerated.
- VI. The dress standards are set out in the Employee Handbook.
 - VII. To perform the duties and services required in a professional manner to the best of your ability and to complete assigned tasks to a satisfactory standard and within a reasonable time.
 - VIII. The employee must devote themselves exclusively to their duties during working hours and not be employed or engaged in any other business without prior written consent.

10.4 Warranties

The employee warrants that:

- I. All representations, both verbal and written by the Employee as to qualifications and experience in applying for this position are true and complete.
- II. The Employee has disclosed to the Employer any previous injuries and/or illnesses that may affect an Employee's ability to effectively carry out the functions and responsibilities with the company.
- III. The Employee has disclosed to the Employer any criminal convictions that may affect their ability to perform the duties of the position

11 Termination of Employment

11.1 General Termination

This is a fixed term employment and employment will end on the date specified in clause 3 however, for good cause, the Employer may terminate this agreement before the specified end date by providing one calendar months' notice in writing to the Employee. Likewise the Employee is required to give one calendar months' notice of resignation.

The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period.

Nothing in this agreement shall prevent the employer from terminating employment at any time for serious misconduct in which case no notice or payment in lieu of notice would apply.

Upon termination you shall immediately return all Company property that you have in your possession including any keys, access cards and passwords.

11.2 Abandonment of Employment

In the event the Employee has been absent from work for three consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

11.3 Augen Equipment & Property

Equipment and property used by you must be looked after and you may be required to pay for any lost or damaged property.

Upon the termination of this agreement for whatever reason, or at any other time if so requested by the Employer, the Employee shall immediately return to the Employer all information, material, vehicle or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or under their control.

If you fail to pay as required, you agree that the value of any unreturned or damaged Augen property will be deducted from your final payment upon termination. This may include deduction of any monies that have accrued due for any period of leave.

11.4 Redundancy

Definition of Redundancy

Redundancy is a situation where the position of employment of an employee is or will become surplus to the requirements of the Employer's business.

In the event the Employee's employment is terminated on the basis of redundancy, the Employee shall be entitled to notice of termination of employment of one month (as specified in the termination clause), but shall not be entitled to any additional payment or entitlement, whether by way of redundancy compensation or otherwise.

11.5 Employment Protection

In the event of restructuring, as defined in the Employment Relations Amendment Act 2004 (being the sale, transfer, or contracting out of all or part of the business), that may affect your employment, the Employer will:

(a) As soon as reasonably practicable, taking into account the commercial requirements of the business, commence negotiations with the potential new employer concerning the impact of the restructuring on the Employees position.

(b) Discuss with the potential new employer regarding whether or not it proposes to offer employment to you, and if so the terms and conditions it proposes to offer employment to you, and the proposed date for commencement of employment with the potential new employer.

(c) In the event you are not employed by the potential new employer, for whatever reason, and your position becomes redundant, the redundancy clause of this agreement shall apply. There is no contractual entitlement to redundancy compensation.

12 Augen Employee Handbook

The Employee Handbook and this IEA constitutes your terms and conditions of employment. Augen shall be entitled to institute, amend and vary at its discretion, policies and rules in relation to its activities and the conduct expected of its employees from time to time, and the employee is required to observe such rules and policies in good faith. Should any term in this IEA be different from that contained in the Employee Handbook then this IEA stands, unless the Handbook has been amended after the issuance of this IEA.

13 Resolving Employment Relationship Problems

An employment relationship problem includes a personal grievance, a dispute, and any other problem relating to or arising out of the employment relationship, but does not include any problem with the fixing of terms and conditions of employment.

You are encouraged to talk to your manager about any matters of concern in the first instance in accordance with Augen's Open Door Policy number 2.08.

If the matter you are raising is a personal grievance you must raise it with us within 90 days of the event giving rise to it.

If your problem or grievance cannot be resolved by operation of Augen's Open Door policy, and you wish to pursue the matter further, then you may do so by seeking the services of a mediator of the Employment Relations Service of the Ministry of Business, Innovation and Employment or with any alternative mediation provider as may be agreed. The Employment Relations Service can be contacted on its Infoline 0800 800 863, or via email at info@ers.dol.govt.nz Its website is www.ers.dol.govt.nz

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority and if a party is not satisfied with the determination of the Employment Relations Authority, the matter may be referred to the Employment Court.

14 Other Contractual Clauses

14.1 Variation of Agreement

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

14.2 Deductions from Salary/Wages

- I. Where requested by the Employee, the Employer shall deduct from their salary/wages any agreed amount for matters such as a staff social club and pay the amount to the organisation specified by the employee.
- II. The Employer shall also be entitled to deduct from any salary/wage payment payable upon termination of employment any overpayment made to the Employee for leave taken in advance or anything else owed to Augen.

15 Outside Employment and Restraint of Trade

The Employee must personally perform the duties and responsibilities under this agreement and must not undertake any outside employment without the written consent of Augen or undertake any activity, which could conflict with the interests of Augen or reflect badly on its business or public perception.

In consideration of receiving the salary/wage and benefits outlined in the Remuneration and Performance Schedule, you agree that you will not, during your employment or for six months after termination of the agreement for any reason, carry on or be connected, engaged, or interested, either directly or indirectly or alone or with any other person or persons (whether as principal, partner, agent, director, shareholder, employee, or otherwise), with any client or any person or business who will become a client of Augen as a result of any tender, negotiations, arrangements or proceedings made or taking place at the date of such termination, or in any business which conflicts or competes with the business of Augen. This restraint will not prevent you from acquiring or holding shares entitling you to less than 5% of any voting rights in any publicly listed company whose business so competes or conflicts. You agree that the purpose of this restraint is to protect confidential information belonging to Augen.

16 Non - Solicitation

You shall not at any time during the term of this employment or for a period of six months after the termination of this employment, either on your own account or for any other person, firm, or company, solicit, endeavour to entice away from or discourage being employed by Augen (NZ) Ltd, any other person who at any time during the continuance of this agreement has been an employee or customer of Augen (NZ) Ltd or any person or business who will become a customer of Augen (NZ) Ltd as a result of any tender, negotiations, arrangements or proceedings made or taking place at the date of such termination

17 Suspension

If a serious problem arises, the Company may suspend you from work until the problem is resolved. While suspension is usually on pay, the Employer has the right to suspend without pay if it decides that to be appropriate.

18 Completeness

This employment agreement is the complete agreement and replaces all previous written or oral agreements or understandings.

ACCEPTANCE

To signify acceptance of this contract please sign both copies and return one copy to Augen for its files.

This Contract is signed for and on behalf of AUGEN (NZ) LIMITED by

_____ Signed	_____ Date
_____ Name	_____ Title

DECLARATION

I declare that I have been provided with a copy of the intended individual employment agreement, that I have been advised that I was entitled to seek independent advice about it, and that I have been given a reasonable opportunity to seek that advice.

I further declare that I have read and am able to adequately understand the provisions and implications of this individual employment agreement and that I accept fully the terms and conditions of the agreement

_____ Signed	_____ Date
_____ Name	

SCHEDULE ONE

REMUNERATION AND PERFORMANCE SCHEDULE

POSITION	Analyst Programmer
REPORTING TO	General Manager - Delivery
EMPLOYEE	Trong Nguyen Tran
EFFECTIVE DATE	Date of commencement is 07 November 2016 for a fixed term of 12 months .
LOCATION	Level 2, 151 Victoria Street West, Auckland

Remuneration for salaried staff

You shall receive a Total Remuneration package made up of:

BASE SALARY/WAGE: \$70,000 p.a

Note: Your total paid remuneration includes the employer contribution required should you be a member of the KiwiSaver scheme.

BENEFITS	Not Applicable
CAR ALLOWANCE	Not Applicable
CAR PARKING	Not Applicable

SCHEDULE TWO

JOB DESCRIPTION

[to be attached as a separate document]