

## EMPLOYMENT AGREEMENT

**DATE:** 13th March 2025

**PARTIES:**

- A. Benjamin Nicholson, 4/55 Villers Street, Rockdale, NSW 2216] ("you"); and
- B. Riedel Communications Australia, Unit 10, 26-34 Dunning Ave, Rosebery, NSW 2018 (with its licensees, assigns and nominated agents, "Riedel").

**BACKGROUND:**

Riedel wishes to employ you in the Position below, and you agree to provide the Services set out in the Schedule as Riedel's employee on the terms and conditions of this Agreement, including the Key Terms, the Standard Conditions of Employment, and any Schedules.

**KEY TERMS**

<b>Commencement Date</b>	[1 <sup>st</sup> March 2025].
<b>End Date</b>	N/A <i>(If N/A, this is a permanent position)</i>
<b>Position</b>	Service and Support Engineer
<b>Salary</b>	\$ 82,399.20 per annum plus superannuation.
<b>Hours of Work</b>	Full-time  Your ordinary Hours of Work will be 38 hours per week, between 8:30am and 6pm Monday to Friday.  You acknowledge that the nature of your role may require you to work additional hours, and on weekends or on public holidays to fulfil client contracts, and that your Salary, which is significantly higher than the minimum rate you would be entitled to under the Award, compensates you for this span of ordinary Hours of Work.
<b>Services</b>	As set out in Schedule 1, or as otherwise directed by Riedel from time to time.
<b>Location</b>	Your employment will be based at Riedel's premises in Sydney, although you will be required to travel and may be required to be based at a different location within Australia or internationally, including your home.
<b>Direct Report</b>	Jordan Hanna, Manager Customer Success APAC
<b>Probation Period</b>	n/a
<b>Bonus</b>	As set out in Schedule 2.
<b>Award</b>	<i>Manufacturing and Associated Industries Award 2020</i>
<b>Special Conditions</b>	N/A



**Executed as an agreement by:**

**Executed by and on behalf of Riedel Communications Australia** by its authorised officer:



\_\_\_\_\_  
*Signature of Chris Johnson, Director Oceania*

**Executed by Benjamin Nicholson**

\_\_\_\_\_  
*Signature of Benjamin Nicholson*



\_\_\_\_\_  
*Signature of Jana van der Heide-Seidenspinner  
Head of People Business Partnering & Solutions*

## STANDARD CONDITIONS OF EMPLOYMENT

### AGREED:

#### 1. DEFINITIONS

- 1.1 In this Agreement there are certain capitalised terms. These terms are defined in the dictionary section at the end of this Agreement.
- 1.2 This Agreement will be interpreted according to the rules set out in the dictionary section.

#### 2. AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS

- 2.1 Unless more generous provisions are provided in this Agreement, the terms and conditions of your employment concerning: maximum weekly hours of work; requests for flexible working arrangements; parental leave and related entitlements; annual leave; personal/carer's leave and compassionate leave; community service leave; long service leave; public holidays; notice of termination and redundancy pay; and the provision of a Fair Work Information Statement, will be those set out in the National Employment Standards in the Fair Work Act 2009 (Cth), the Award or other applicable legislation.
- 2.2 Riedel considers that your employment is governed by the provisions of the Award set out in the Key Terms (if applicable). If your employment is governed by an Award, the terms of that Award do not form part of this Agreement, as Riedel is already obliged to comply with the terms of that Award.
- 2.3 Any amounts paid over any applicable Award minimum will be used to offset some or all of the payments under any such award for penalty rates, overtime, annual leave loading, allowances (including travel or meal allowances) and any other monetary award or agreement entitlements. This arrangement does not disadvantage you and does discharge any award obligations that Riedel may have, to the extent that the excess covers such entitlements.

#### 3. APPOINTMENT, POSITION AND TERM

- 3.1 Riedel employs you in the Position set out in the Key Terms, on the basis set out in the Key Terms.
- 3.2 Your employment will commence on the Commencement Date set out in Schedule 1 and will continue until the End date (if applicable) or until it is terminated in accordance with this Agreement (the "Term").

#### 4. JOB DESCRIPTION

- 4.1 During the Term, you must carry out the Services.
- 4.2 At all times during the Term, you must:
  - (a) provide the Services:
    - (i) promptly, carefully and to the highest possible standards that are reasonable in all circumstances;

- (ii) exercising all due care, skill and judgment, in an efficient, professional and cost-effective manner and in accordance with accepted professional and business practices; and
    - (iii) in accordance with all lawful directions given by us;
  - (b) use all reasonable efforts to promote Riedel's interests;
  - (c) immediately disclose to Riedel any facts which might involve a conflict between your interests and the interests of Riedel, including any non-commercial activities in which you propose to engage which may potentially interfere with the interests of Riedel, and all commercial activities in which you propose to engage; and
  - (d) comply with all laws and the rules and regulations of external agencies applying to your position and duties.
- 4.3 At all times during the Term and without limiting the Services, you must not:
- (a) act in conflict with the best interests of Riedel;
  - (b) on discovery, allow a conflict between your interests and the interests of Riedel to continue;
  - (c) compete with Riedel;
  - (d) take any action that causes Employer unfavourable publicity or causes damage to the Employer's reputation in the marketplace;
  - (e) in performing the Services, or otherwise in connection with any matter or business transacted by or on behalf of Riedel, accept any financial or other benefit except from Riedel; or
  - (f) unlawfully discriminate against or sexually harass another person.
- 4.4 Without limiting your obligations to us, during your employment you must not be involved in any way in any activity that competes with Riedel or a Related Body Corporate or business, unless Riedel has given you its prior written approval.
- 4.5 You acknowledge that the restriction specified in clause 4.4 is reasonable and necessary to protect Riedel's legitimate interests.

## 5. LIMITS OF YOUR AUTHORITY

- 5.1 You must not bind Riedel in contract or otherwise except to the extent that you are authorised to do so by Riedel under a delegation of authority approved by the Board.

## 6. OUR POLICIES

- 6.1 You agree to comply with all of Riedel's policies and procedures, including as introduced or amended from time to time, which include policies relating to employee conduct, privacy, use of information technology, and workplace health & safety . While you must comply with your obligations in any current Riedel policies and procedures, you acknowledge that Riedel's policies and procedures from

time to time are not intended to be contractual in nature or otherwise give rise to any right or benefit enforceable by you.

## 7. HOURS OF WORK

- 7.1 Your ordinary hours of work are the Hours of Work set out in the Key Terms.
- 7.2 From time to time you may be required to work reasonable overtime hours (beyond normal office hours) in order to meet Client needs. In determining whether such additional hours are reasonable or unreasonable, factors outlined in section 62(3) of the Fair Work Act 2009 (Cth) will be considered.

## 8. SALARY

- 8.1 You will be paid:
- (a) the **Salary** set out in the Key Terms, which is inclusive of any income tax, fringe benefits tax or other tax payable or required to be withheld by Employer on any component of your remuneration or other benefits and takes into account payment for all hours worked and any entitlements to penalty rates and overtime that you would be otherwise entitled to receive under the relevant Applicable Law; and
  - (b) the **"Superannuation Contribution"** equal to the minimum amount that Employer must contribute to avoid a charge under superannuation guarantee legislation, up the maximum contribution base set under superannuation guarantee legislation (the **"Minimum SGC Contribution"**); and
- 8.2 Riedel will pay you:
- (a) the Salary (less applicable deductions for tax and otherwise as required or permitted by Applicable Law) into your nominated bank account; and
  - (b) the Superannuation Contribution to your chosen compliant superannuation fund (or if you do not choose a complying superannuation fund, the default fund determined by Employer),  
  
in arrears in monthly instalments or in accordance with Riedel's pay cycle.
- 8.3 Your Total Remuneration may be varied from time to time by Employer in accordance with this Agreement.

## 9. BONUS

- 9.1 In addition to the Salary, Riedel will pay you a Bonus as set out in Schedule 2.

## 10. INTELLECTUAL & OTHER PROPERTY

- 10.1 You acknowledge and agree that all Intellectual Property Rights discovered, developed or otherwise coming into existence (whether before or after the date of this Agreement) as a result of, for the purposes of, or in connection with Riedel's business or the performance of the Services, whether by

you acting alone or with others (the “Material”) will vest in, and are assigned to, Riedel upon now (if such rights already exist) or on creation.

- 10.2 You will execute all further documents and do all such further acts as are necessary to give effect to or perfect the transfer of rights in clause 10.1.
- 10.3 For clarity, you must not use, in any way, any of Riedel's Intellectual Property Rights (or Intellectual Property Rights which Riedel has assigned to any Client) without Riedel's specific prior written permission. You must not claim any specific role or credit in creating such materials without Riedel's specific prior written permission in each case.

## 11. MORAL RIGHTS CONSENT

- 11.1 You consent to Riedel or its Clients carrying out acts or omissions that may otherwise be considered an infringement of any and all 'moral rights' that you may have under Part IX of the Copyright Act 1968 (Cth), presently or in the future, arising from the performance of the Services.

## 12. CONFIDENTIALITY & RETURN OF MATERIALS

- 12.1 Where you receive Confidential Information from Riedel, Riedel's Clients pursuant to this Agreement, or otherwise, you must:
  - (a) keep the Confidential Information confidential;
  - (b) not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of this Agreement;
  - (c) not remove Confidential Information from, or access Confidential Information from outside, Riedel's premises or IT systems without Riedel's prior approval;
  - (d) not, without Riedel's written consent, disclose Confidential Information to any other person or entity; and
  - (e) comply with all security measures established to safeguard Confidential Information from access or unauthorised use.
- 12.2 “Confidential Information” does not extend to information:
  - (a) which is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to Riedel by another; or
  - (b) which you acquire from a source other than Riedel or any of Riedel's representatives or agents in circumstances which do not involve a breach of confidence by any party; or
  - (c) you are required to disclose by law,

and the onus to prove that an exclusion under clause 12.2 applies is upon you and you must advise us as soon as possible if an exclusion under clause 12.2 applies.

- 12.3 You must immediately notify Riedel of any suspected or actual unauthorised access , use, copying or disclosure of Confidential Information.
- 12.4 You must immediately on demand, or on completion or termination of this Agreement, return to us:
- (a) any materials or documents (whether in material form or otherwise and including programming source code) in your possession, power or control containing:
    - (i) Confidential Information. For the avoidance of doubt, Confidential Information includes but is not limited to passwords, log in or administrator credentials, other subscriber or registrant information and other access- controlling information related to the Services or your employment;
  - (b) any Material as defined in clause 10.1;
  - (c) material identifying, concerning or belonging to any Client or customer of Riedel; and
  - (d) all other property belonging to us in your possession or control. This includes all property embodying property in digital form.

### 13. YOUR WARRANTIES

- 13.1 You warrant that:
- (a) all Services will be provided with due care, skill and diligence and in compliance with all laws applicable to your position;
  - (b) you have provided accurate information to Riedel regarding your qualifications, professional accreditation, professional training and experience, and the currency of relevant licences required to perform the Services;
  - (c) you have informed Riedel in writing of all non-commercial activities in which you are currently engaged which may potentially interfere with the interests of Riedel, and all commercial activities in you are engaged other than your relationship with Riedel.
  - (d) you know of no reason at the time of entering this Agreement (including but not limited to illness, injury, or other contractual commitment) that will prevent you from fulfilling your obligations under this agreement;
  - (e) you are authorised to enter this Agreement; and
  - (f) in providing the Services you will not be in breach of any obligation owed to any person or infringe any rights of any person including your former employers.

### 14. REVIEW OF YOUR PERFORMANCE

- 14.1 Riedel may conduct Performance Reviews during the Term during which your Salary will be reviewed.

14.2 In reviewing your performance of the Services, Riedel will take into account:

- (a) the standard at which the Services have been provided by you;
- (b) the efficiency of your provision of the Services;
- (c) any issues or problems that have arisen with respect to your provision of the Services.

14.3 In Riedel's absolute discretion, as a result of a Performance Review or a change in your level of responsibility, Riedel may increase the Salary.

## 15. TAX AND SUPERANNUATION

15.1 Riedel will make the necessary PAYG tax deductions from the Salary and will make the appropriate superannuation contributions as required under the Superannuation Guarantee (Administration) Act 1992 (Cth) and any other Applicable Law.

15.2 Riedel will arrange for your superannuation contribution to be paid into the complying superannuation fund chosen by you or failing such a choice by you the default fund determined by us.

## 16. FRINGE BENEFITS TAX

16.1 Your Salary includes any fringe benefits tax that becomes payable for any benefit provided to you.

## 17. EXPENSES

17.1 Riedel will pay or reimburse your reasonable travel and out of pocket entertainment expenses incurred in the performance of the Services, properly substantiated with receipts and approved by Riedel.

## 18. LEAVE ENTITLEMENTS

18.1 You are entitled to leave (e.g. annual leave, personal leave, carers leave, compassionate leave, parental leave, community service leave and long service leave) in accordance with the National Employment Standards and other Applicable Law. Your leave must be taken at such times as you and Riedel agree.

18.2 Should you take any personal/carer's leave:

- (a) in excess of 2 consecutive business days;
- (b) on a day immediately prior to or following any gazetted Public Holiday;
- (c) on a Friday or Monday; or
- (d) immediately prior to or following a period of approved annual leave or long service leave,

then Riedel may request that you provide a Doctor's certificate.

## 19. TERMINATION

- 19.1 During the Probation Period, either Riedel or you can terminate your employment by providing 1 weeks' notice.
- 19.2 After the Probation Period and during the Term of this Agreement, Riedel can terminate your employment by giving you the minimum notice required under the Applicable Law, or payment of Salary in lieu of notice, at Riedel's option.
- 19.3 After the Probation Period and during the Term of this Agreement, you can terminate your employment by giving Riedel 4 weeks' notice.
- 19.4 Riedel can at any time terminate your employment without any notice or payment in lieu of notice in the event that you:
- (a) disobey without proper legal reason a lawful direction of Riedel;
  - (b) unlawfully discriminate or sexually harass any other person;
  - (c) are convicted by a court of any criminal offence;
  - (d) commit any serious or persistent breach of any of the provisions of this Agreement that you do not rectify upon receiving reasonable notice of such breach, including your obligation to comply with Riedel's policies and procedures;
  - (e) are guilty of any serious misconduct or wilful neglect in the discharge of the Services under this Agreement;
  - (f) are precluded from taking part in the management of Riedel pursuant to the Corporations Act 2001 (Cth);
  - (g) have accepted employment with Riedel in breach of any of your warranties in clause 13.1;
  - (h) become permanently incapacitated, by reason of accident or illness, from performing your duties under this Agreement (meaning that you are absent for a period in excess of 90 consecutive days or for an aggregate period of 90 days in any period of 12 months exclusive of any accrued leave entitlements taken);
  - (i) become of unsound mind; or
  - (j) breach your obligations to protect and keep confidential the Confidential Information.
- 19.5 If your employment is terminated without notice, then Riedel must pay your Salary, excluding Bonus, up to the date of termination.
- 19.6 Termination pursuant to clause 19 does not affect any accrued rights or remedies of either party.

## 20. POST TERMINATION REQUIREMENTS

- 20.1 If your employment is terminated for any reason, then:

- (a) Riedel can set off any amounts you owe Riedel against any amounts Riedel owes you at the date of termination except for amounts Riedel is not entitled by law to set off;
  - (b) you must return all Riedel's property (including property leased by Riedel) to Riedel on termination including all written or machine readable material Confidential Information, software, computers and other electronic devices, credit and charge cards, keys passcodes, access devices and vehicles;
  - (c) you must assist in any actual or threatened legal proceedings in which Riedel is involved, for which you will be reimbursed all reasonable costs approved in advance by Riedel;
  - (d) you must provide Employer with access to all documents and material (whether or not currently in existence) and information required for your successor to carry out the Services;
  - (e) your obligations pursuant to clause 12 (Confidential Information) continue after termination except for information that is part of your general skill and knowledge; and
  - (f) you must not record Confidential Information in any form after termination.
- 20.2 For the avoidance of doubt your obligations under clauses 10, 11, 12, 20, and 21 continue after termination.

## 21. RESTRAINT ON YOUR CONDUCT

21.1 In this clause 21:

- (a) "**Business**" means any business carried on by any Group Member for which you worked at any time during the Relevant Time;
- (b) "**Customer,**" "**Client,**" "**Supplier,**" "**Group Employee**" and "**Contractor**" means any customer, supplier, employee or contractor (as the case may be) of any Group Member in any Business with whom you worked or had dealings at any time during the Relevant Time;
- (c) "**Engage in**" means to participate, assist or otherwise be directly or indirectly involved including as a member, shareholder, unit holder, director, consultant, adviser, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier. However, it does not include a shareholding of up to 5% in a company listed on a recognised stock exchange;
- (d) "**Group Member**" means Riedel and any related corporation or business if it was a related corporation or business at any time during the Relevant Time;
- (e) "**Relevant Time**" means the period of 12 months prior to the date of termination of your employment down to the date of termination of your employment;

21.2 During the Agreement and the Restraint Period, you must not within the Restraint Area:

- (a) engage in or prepare to Engage in any business or activity that is the same as, or similar to, any part or parts of the Business;

- (b) solicit, canvass, approach or accept any approach from any Customer, Client or Supplier with a view to obtaining the custom or supply of that Customer, Client or Supplier in a business that is the same as or similar to any part or parts of the Business;
- (c) interfere with the relationship between any Group Member and any of their Customers, Clients, Suppliers, Group Employees or Contractors;
- (d) induce or assist any Group Employee to leave their employment with a Group Member; or
- (e) engage in any other employment, consulting or other business activity (whether full-time or part-time), which might create a conflict of interest with any Group Member (in particular with a Customer, Client or Supplier). The foregoing shall not, however, preclude you (a) from engaging in appropriate civic, charitable or religious activities, (b) from devoting a reasonable amount of time to private investments, or (c) from providing incidental assistance to family members on matters of family business, so long as the foregoing activities and service do not conflict with your responsibilities to any Group Members or impact your ability to undertake those responsibilities. By signing this agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing duties for Group Members.

21.3 You agree to comply with the provisions of clause 21.2 above:

- (a) in respect of the following geographic areas (the "**Restraint Area**"):
  - (i) Australia and New Zealand;
  - (ii) Australia;
  - (iii) New South Wales;
  - (iv) within the Sydney metropolitan area;
  - (v) within a radius of ten (10) kilometres of Riedel's premises (the "**Area**");
  - (vi) within a radius of five (5) kilometres of the Area; and/or
  - (vii) within a radius of two (2) kilometres of the Area; and
- (b) for the following periods of time (the "**Restraint Period**"):
  - (i) twelve (12) months;
  - (ii) nine (9) months;
  - (iii) six (6) months;
  - (iv) three (3) months, and/or
  - (v) one (1) month,

from the date of cessation of your employment.

21.4 You acknowledge that:

- (a) the provisions set out in clause 21.1 and the restrictions as set out in clause 21.2 and 21.3 above operate concurrently and independently and take effect as a separate and severable provision and restriction and are to be enforced accordingly;
- (b) this clause is no more than is reasonably necessary for Riedel to safeguard and protect the goodwill and legitimate commercial interests of Riedel's business and the Business in all the circumstances; and
- (c) damages are not an adequate remedy for a breach of clause 21.2.

21.5 If a prohibition or restriction is void or voidable or unenforceable or illegal, but would not be void or voidable or unenforceable or illegal if it were read down and it is capable of being read down, it must be read down accordingly.

21.6 If a prohibition or restriction is void or voidable or unenforceable or illegal, if the prohibition or restriction would not be void or voidable or unenforceable or illegal if the word or words (as the case may be) were omitted, then that word or those words are hereby severed and the remainder (including every other prohibition and restriction contained in it) has full force and effect.

## 22. PERSONAL INFORMATION

22.1 Throughout your employment, Riedel may collect personal information from you for various human resource and other management purposes. These purposes include: provision of benefits, remuneration and payroll; facilitating performance management, promotion and career development activities; training; ensuring workplace health and safety; retaining emergency contact details; and recording membership of professional associations.

22.2 Where necessary for particular administrative purposes, personal information may be transferred to a Related Body Corporate in Australia or in other countries, Riedel's insurers and superannuation administrators, and other organisations engaged to assist Riedel in human resources administration or to provide employee benefits. This includes any external travel agency Riedel or any Related Body Corporate may appoint for domestic or international travel arrangements.

22.3 Some of the countries to which information may be sent might not have the same privacy legislation as Australia's and you consent to Employer transferring your personal information externally or internationally when necessary.

## 23. IT SURVEILLANCE

- (a) Riedel may carry out on-going, intermittent surveillance of the use of computer systems by you, including emails, internet and files (including files stored on your work computer or mobile device).
- (b) The surveillance is carried out by all means available to us which may include:
  - (i) accessing your work email account or emails;

- (ii) accessing your files;
- (iii) accessing your work computer or mobile device; and
- (iv) recording your internet usage (including sites and pages visited, files downloaded, video and audio files accessed and data input) and accessing those records.

## 24. NOTICES

- (a) Notices in this agreement must be in writing and can be:
  - (i) delivered personally;
  - (ii) sent by registered post in which case that notice will be deemed to have arrived within three days of having being sent by registered post if in Australia or twenty-one days if outside Australia;
  - (iii) sent by email however such notice will not be effective if a genuine automatic notice is received stating that the email was not delivered;
- (b) Notices must be sent to the address of the party to be served as stated in this Agreement or the address last known to the party serving the notice.

## 25. GENERAL

- 25.1 You acknowledge that you have had a reasonable opportunity to obtain legal advice about the terms and effect of this Agreement prior to signing.
- 25.2 This Agreement will be governed and construed in accordance with the laws of New South Wales.
- 25.3 If a provision or part of a provision of this agreement is held invalid, unenforceable or illegal for any reason, then that provision or part will be deemed to be severed from this Agreement to the extent of the invalidity, unenforceability or illegality, and this Agreement will otherwise remain in full force.
- 25.4 This Agreement constitutes the entire agreement of the parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understandings and negotiations in respect of your Services or other matters dealt with in this Agreement.
- 25.5 No modification, amendment, waiver, termination or discharge of this Agreement or any of the terms or provisions will be binding upon either party unless confirmed by a written instrument executed by each party or a duly authorised officer thereof.
- 25.6 No waiver by either party of any term or condition of this Agreement will, in any instance, constitute or be deemed to constitute a waiver of any such term or condition in the future or of any subsequent breach thereof.
- 25.7 This Agreement can be executed by electronic communications and in any number of counterparts and all such counterparts taken together will constitute one instrument.

## 26. INTERPRETATION AND DICTIONARY

26.1 In this agreement unless the context otherwise requires:

- (a) “**Agreement**” means this Employment Agreement, which includes the Key Terms, the Standard Conditions of Employment, and any Schedules.
- (b) “**Applicable Law**” means any law applicable to this Agreement and any award or agreement applicable to your employment.
- (c) “**Board**” means the board of company directors of Riedel from time to time.
- (d) “**Client**” means a person or company to whom or to which Riedel provide services, including artists, industry members and government bodies.
- (e) “**Commencement Date**” means the date set out in Schedule 1.
- (f) “**Confidential Information**” means all information (whether or not in a material form), provided by us or a Client to you, or otherwise obtained by you, whether obtained before or after execution of this agreement, and which information:
  - (i) is by its nature confidential;
  - (ii) is treated, or has been identified, as confidential; or
  - (iii) would reasonably be regarded as confidential, and includes, without limitation:
    - (iv) all confidential business information, documents, records, financial information, reports, technical information and forecasts which relate to us or our business;
    - (v) trade secrets, confidential know how, client lists, supplier lists, price lists, information about tenders and proposals to prospective clients, prospective client lists, information about products and services in development, business plans, marketing plans and computer software owned by or used by Riedel;
    - (vi) all log-in details, passwords, account identification numbers, subscriber, administrator or registrant information and other access-controlling information including in relation to any website or social media platform established or controlled by you to deliver the Services, and any other material necessary for Employer to enjoy the benefit of the Services during the Term;
    - (vii) personal information about Employer’s officers and other employees.
    - (viii) our Intellectual Property Rights;
    - (ix) any information Riedel may designate as being confidential; and
    - (x) any information created under or arising out of the provision of Services under this Agreement.

- (g) **"Intellectual Property Rights"** means any and all past, present and future intellectual and industrial property rights and includes, without limitation, any registered or unregistered forms of copyright (and rights allied or related to copyright and any renewals, reversions and extensions of copyright), source code, object code, circuit layouts, designs, patents, trademarks, service marks, domain names, good will and any commercial information (including know how and Confidential Information), any application or right to apply for registration of any of these rights, any rights protected or recognised under any laws throughout the world related to the above or any similar laws, and anything copied or derived from such property or rights and includes any such chose in action arising from or relating to the foregoing.
  - (h) **"Related Body Corporate"** has the meaning given to it under the Corporations Act 2001 (Cth).
  - (i) **"Salary"** means the salary set out in Schedule 1.
  - (j) **"Schedule"** means the Schedules accompanying this Agreement.
  - (k) **"Services"** means the services required to discharge your responsibilities set out in Schedule 1.
  - (l) **"Term"** has the meaning given in clause 3.2.
- 26.2 In this Agreement including the background, unless the context otherwise requires:
- (a) headings are for convenience only and do not affect interpretation;
  - (b) a reference to any party to this Agreement includes a reference to that party's heirs, executors, administrators, successors and permitted assigns;
  - (c) a reference to a word in the left-hand column of the "Key Terms" has the meaning given in the right-hand column;
  - (d) references to dollar amounts are references to Australian dollars; and
  - (e) a reference to any statute, ordinance or other law includes a reference to all regulations and any other enactments made under it or consolidations, amendments, re-enactments or replacements of it.

## 27. SCHEDULES

- 27.1 The Schedules form part of this Agreement.

## **SCHEDULE 1**

### **Services**

The usual duties and responsibilities of a first-class Service and Support Engineer.

The overall objective is to support all areas of the APAC Customer Success and Sales business with a focus on support duties.

- Provide support to external and internal customers and contribute to the customer hotline as a first and second level Support on the phone and per e-mail
- Provide support for customers with remote online sessions
- Reproduce issues in a lab or test environment
- Repairs based on board exchanges
- Visit customer site to perform debug and resolve problems
- Participate in the support roster hotline on weekends, from time to time
- Interact with headquarters and in cross functional teams with, Sales, Pre-Sales engineering, Product Management and R&D
- Support the preparation of demo equipment for customers, events and tradeshow

## SCHEDULE 2

### 1. BONUS

- 1.1 Subject to and in accordance with the terms of this Schedule 2, in addition to your Salary you will receive a bonus based on a formula applied by Riedel's parent company and shareholder, RIEDEL COMMUNICATIONS GMBH & CO. KG (the "Parent Company") in light of Riedel's Contribution Margin proportional to the Riedel group of companies' annual performance (the "Bonus").

### 2. CONTRIBUTION MARGINS

- 2.1 Contribution Margin One (or "CM I") means the gross revenue attributable to the business of Riedel and its agents in Australia and actually received by Riedel by the end of each financial year less the following deductions:
- (a) actual costs of goods sold, materials and deliverables directly related to the business of Riedel;
  - (b) general overhead costs incurred by Riedel attributable to sales of Riedel's products and services; and
  - (c) disbursements paid on billed projects, but excluding:
  - (d) any losses attributable to exchange rate fluctuations;
  - (e) foreign exchange and international cash transfer costs;
  - (f) taxes; and
  - (g) interest.
- 2.2 If CM I is equal to or less than zero at the end of any financial year, the amount of that deficit will be brought forward and applied as a deduction to the following financial year's CM I in addition to the deductions set out at clause 2.1 of this Schedule.
- 2.3 Contribution Margin Two (or "CM II") is CM I, less the costs incurred by Riedel's sales and technical departments and administration costs including all personnel costs and related costs of Riedel.

### 3. CALCULATION OF YOUR BONUS

- 3.1 For each fiscal year, the company's management defines the target CM II for the current fiscal year by no later than 28 February of the calendar year.
- 3.2 Your Bonus will be calculated on the basis of the ratio between actual CM II and the Target CM II as follows:
- (a) If 100 % of the target has been achieved (100 % target CM II for the respective fiscal year), the amount of the bonus equals **\$ 4,000.00 gross**.
  - (b) If less or equal than 35 % of the target has been achieved, there is no entitlement to a bonus payment.

- (c) If between 35 % und 100 % of the target has been achieved, the bonus increases on a linear basis from 0 % up to 100 % (**\$ 4,000.00 gross**).
- (d) If more than 100 % of the target has been achieved, the bonus continues to increase on the same linear basis but subject to a maximum of 150 % (**\$ 6,000.00 gross**).

#### **4. PAYMENT OF BONUS**

- 4.1 With the December payroll you may receive a pre-payment of 70% of the expected achieved target as projected at that time.
- 4.2 The estimation of the expected achieved target is carried out by the management, based on the target achievement status in November. The remaining bonus shall be paid with the February salary in the following year.
- 4.3 If after approval of the annual financial statements by the auditor a higher target achievement was determined, a subsequent payment shall be made in the month following completion of the audit.
- 4.4 The Parent Company can set off any overpayment of any Bonus against your Salary to the extent permitted by ay Applicable Law.

#### **5. REDUCTION IN UNPAID ABSENCES AND COMMENCEMENT OR TERMINATION OF EMPLOYMENT**

- 5.1 If your employment expires or terminates for any reason other than those grounds set out at clause 19.4 of the Agreement during any financial year the amount of your Bonus for that financial year will be pro- rated according to the number of months you were employed by Riedel during that financial year. In this case you will not be entitled to the part payment of your Bonus set out in clause 4.1 of this Schedule or an interim balance sheet.