

DATED: 29<sup>th</sup> October 2012

**SHENG SONG**  
(FINANCIAL INVESTMENT ADVISER)

**AND**

**JODEGAN PTY LIMITED**  
**T/as D&M ELECTRICAL COMMUNICATIONS**  
(The Employer)

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**EMPLOYMENT AGREEMENT**

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## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made on the date shown in the schedule hereto **BETWEEN** the company (described in the schedule hereto as “the Employer”) of the one part **AND** the person (described in the said schedule as “the Financial Investment Advisor”) of the other part.

### **WHEREBY IT IS AGREED AS FOLLOWS:**

1. The Financial Investment Advisor shall be employed in the position set out in the schedule.
2. The Financial Investment Advisor’s duties are those which are set out in the schedule and such other duties as the Employer may allocate from time to time. The Financial Investment Advisor is also to exercise, within the parameters, if any, outlined by the Employer from time to time, responsible and due discretion in the management of the Employer’s business exercising all skills and taking such care as is required to foster the growth of the business described in the schedule but subject always to such lawful directions as are given from time to time by the Employer.

### **Hours of Duty**

3. The Financial Investment Advisor shall devote substantially the whole of her time and attention during the ordinary business hours of the employer to discharge her duties and shall conform to such hours of work as may from time to time reasonably be required of her commensurate with the responsibilities of an Financial Investment Advisor and in this regard shall not be entitled to receive any remuneration for work performed outside ordinary business hours. Generally 16 hours per week part time.

### **Remuneration**

4.
  - (a) The Financial Investment Advisor shall be paid wages in arrears, in the amount and at the frequency shown in the schedule.
  - (b) The Employer shall review the Financial Investment Advisor’s salary annually and shall adjust the same in accordance with the Employer’s policy of annual review based on performance, productivity and such other matters as the Employer shall in its absolute discretion consider relevant.

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### **Duration**

5. The Financial Investment Advisor's engagement shall continue until determined by notice in accordance with the provisions of this agreement.

### **Expenses**

6. The Financial Investment Advisor's shall be entitled to reimbursement of such expenses as are reasonably and necessarily incurred by him (with the consent of the employer) in performing his duties under this agreement.

### **Superannuation**

7. The Financial Investment Advisor shall be entitled to participate in the Employer's superannuation scheme and the Employer shall make contributions with respect to the Financial Investment Advisor to that scheme in the amount equal to 9% of the Financial Investment Advisor's salary. In the event that the Financial Investment Advisor is entitled to require contributions to be made to a superannuation fund of choice then the Employer shall act in accordance with the Financial Investment Advisor's written request with respect to same.

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**Annual Holidays**

9. (a) The Financial Investment Advisor shall be entitled to four week's paid holiday each year in accordance with the provision of the *Annual Holidays Act, 1944*.

**Sick Leave**

10. (a) The Financial Investment Advisor shall be entitled to full pay for such period or periods during which the Financial Investment Advisor may be incapacitated or prevented by illness, injury or accident or by any other circumstances beyond the Financial Investment Advisor's control from carrying out duties for a period of up to ten days per year for the first year. Ten days Sick leave is accumulated each year.
- (b) The Financial Investment Advisor shall if required by the Employer produce a medical certificate from a registered medical practitioner, or shall provide such additional information or documentation as the Employer may reasonably require from time to time in connection with the payment of sick leave.

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### **Variation of Control**

11. Any alteration in the underlying control of the Employer shall not negate this agreement.

### **General Powers of the Financial Investment Advisor**

12. Subject to such orders and directions as may from time to time be given to the Financial Investment Advisor, the Financial Investment Advisor shall have the general control and management of the business referred to in the schedule hereto and of all persons employed in and about the same and shall use all proper means in the Financial Investment Advisor's power to maintain, improve and extend the said business and to protect and further the reputation and interests of the Employer.

### **Termination**

13. (a) The Employer may terminate this agreement at any time without prior notice if the Office Manager shall:-
- (i) commit any serious or persistent breach of any of the provisions of this agreement;
  - (ii) be guilty of any grave misconduct or wilful neglect in the discharge of her duties;
  - (iii) become of unsound mind;
  - (iv) be convicted of any criminal offence other than an offence which in the reasonable opinion of the Employer does not affect her position as an employee of the Employer;
  - (v) become permanently incapacitated by reason of accident or illness from performing her duties under this agreement and for the purposes of this clause incapacity in excess of ninety (90) days in any period of twelve (12) months shall be deemed to be permanent incapacity.
- (b) Either party may terminate this agreement at any time by giving to the other notice in writing for a period of not less than the period referred to in the Schedule, or in the case of the Employer paying salary in lieu of notice.

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### **Interpretation**

14. (1) For the purpose of this agreement and unless the context otherwise admits, words importing the singular include the plural and vice versa; words of the masculine gender include the feminine or neuter gender and vice versa.
- (2) For the purpose of this agreement, Employer includes all successors, assignees and transmittes of the business of the Employer.

### **Relationship of parties**

15. The parties hereby specifically agree that it is intended that this agreement shall create the relationship of employer and employee between them and they hereby state that it is not their intention to create any other relationship and, in particular, the relationship of principal and contractor or the relationship of partners.

### **Notices**

16. All notices hereunder by one party may be sent either by personal delivery or by pre-paid mail to the last known address of the other. Notices sent by mail are deemed to be received when delivered in the ordinary course of the post.

### **Governing law**

17. This agreement shall be governed by and interpreted in accordance with the laws of the State or Territory referred to in the Schedule and both parties submit to the non-exclusive jurisdiction of the courts of that State or Territory after first submitting to mediation procedures within that State or Territory as recognised by the Law Society or Institute therein.

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**SCHEDULE 1**

1. Date of Agreement: 2012
2. Employer: **JODEGAN PTY LIMITED (ACN 001 625 001 )**
3. Financial Investment Adviser: **SHENG SONG**
4. Financial Investment Adviser position (clause 1): Finance Adviser for the Employer
5. Financial Investment Adviser duties (clause 2): To carry out duties assigned to her by the employer subject to the terms of this agreement.
6. The Business (clause 2): Electrical Contracting.
7. Employee's remuneration (clause 4(a)): \$16,640.00 per Annum
8. Frequency of payment (clause 4 (a)): Weekly
8. Intervals for variation of salary (clause 4(c)): 12 months

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|-----|--|--------------|
| 10. | Not used   |              |
| 11. | Contributions to Employer<br>Superannuation Scheme (clause 8): | Statutory 9% |
| 13. | Period of Notice of Termination<br>(clause 15(b)):             | 4 weeks      |
| 14. | Governing Law (clause 19):                                     | NSW          |

**SIGNED** by **SHENG SONG**)

in the presence of:-

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**EXECUTED** by **JODEGAN PTY LIMITED** )

in accordance with its constitution:- )

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Secretary/Director