



EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT dated this

As Specified in: Item **2.6 of the ^ 0.0P Apply 0 New Position**

BETWEEN:

Express Contracting Services (hereafter referred to as "ECS") trading as Golden Brown Cleaning Services (GBCS) and Golden Brown Cleaning Supplies & Machinery (GBCS&M) of 8/217 Mickleham Rd Tullamarine, Vic 3043
(the "Employer")

OF THE FIRST PART

- AND -

1. As Specified in: Item **2.1 or 2.8 of the ^ 0.0P Apply 0 New Position**

(the "Employee")

OF THE SECOND PART

BACKGROUND:

- A. The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.
- B. The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Commencement Date and Term

- ☒ Permanent Full Time ☐ Permanent Part Time ☐ Casual ☐ Other:
☐ Fixed Period or Term Start date: End date:

1. The Employee will commence as **above type** employment with the Employer on the date specify in **item "4. of the ^ 2.2E Job Specification"** (the "Commencement Date").



2. The Employee must successfully complete a probationary period of six (6) months (the 'Probationary Period') beginning on the Commencement Date. At any time during the Probationary Period, as and where permitted by law, the Employer will have the right to terminate employment without any notice or compensation to the Employee other than wages owed for hours of work already completed.

Job Title and Description

Potential Purchase/Transaction

- | | | |
|---|---|---------------------------------|
| <input checked="" type="radio"/> Cleaner | <input type="radio"/> Supervisor | <input type="radio"/> Manager |
| <input type="radio"/> Administration | <input type="radio"/> Accounting & Book Keeping | <input type="radio"/> Store Man |
| <input type="radio"/> Mechanical & Repair | <input type="radio"/> Delivery & Courier | <input type="radio"/> Sales Rep |

3. The Employer agrees to employ the Employee as **above type**. The Employee will be expected to perform the following job duties in: **Item “^15. of the 2.2E Job Specification”**
4. The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.
5. The Employee will perform any and all duties that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.
6. The Employer cannot unilaterally and significantly change the Employee's job title or duties. The Employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Employer. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer.
7. The Employee agrees to abide by the Employer's rules, regulations, and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.

Employee Compensation

8. Type of Compensation:

- | | | | |
|---|--|-------------------------------------|----------------------------------|
| <input checked="" type="radio"/> Hourly Wage | <input type="radio"/> Weekly Salary | <input type="radio"/> Yearly Salary | <input type="radio"/> Commission |
| <input type="radio"/> Yearly Salary Plus Commission | <input type="radio"/> According to Employer's Policy | | |

8. Compensation paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Compensation") will include a wage at the rate which is appear in **item “G. of the 0.0P Apply 0 New Position or 1.0P Contract Schedule”** as well as any compensation paid for Overtime Hours.



9. Pay Period:

- ☐ Twice per Month ☐ End of the Month ☒ Every Two Weeks ☐ Every Week
☐ According to Employer's Policy

10. This Compensation will be payable every as above period while this Agreement is in force. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law.

11. The Employee understands and agrees that any additional compensation paid to the Employee in the form of bonuses or other similar incentive compensation will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive compensation by reason of the Employee's employment.

12. Overtime:

- ☐ Paid ☒ Time Off in Lieu ☐ Not applicable:

Paid:

11. • In cases where Overtime Hours are worked in a period, overtime will be paid as required by law.

Time off in Lieu:

11. • In cases where Overtime Hours are worked in a period, the Employer may provide, and the Employee may take, wholly or in part, time off with pay instead of overtime pay, by mutual agreement between the parties, as and where permitted by law.

12. The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's policy as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

Superannuation

13. If the Employee qualifies under the relevant legislation or under an award, the Employer will pay an amount as required by legislation or any relevant award into a complying superannuation fund or retirement savings account. The Employer will make such contributions at least once every quarter and will provide the Employee with written details of such contributions at least once every quarter.

14. The Employer will provide additional superannuation payments beyond the required minimum.

- ☐ Yes ☒ No

The Employer will also provide additional superannuation payments as follows:



Additional Superannuation *
(If above answer is yes, please choose one.

- ☐ I ☒ II ☐ III ☐ IIII
☐ Other Your Reference

Place of Work

15. The Employee's primary place of work will be at the following location:

- As Specified in: Item “^ 15. of the 2.2E Job Specification”

The Employee will also be required to work at other locations.

☐ Yes ☒ No

If your answer is “Yes”, please list or describe additional work locations here:

The Employee will also be required to work at the following place or places:

- The Employee will be required to work onsite at various client locations.
- The Employee will work from home.
- The Employee may be required to work from satellite offices within the municipal boundaries.
- The Employer will inform the Employee in advance of the Employee being required to work at other locations.

Employee Benefits

16. The Employee will be entitled to only those additional benefits that are currently available as described in the Employer's employment booklets and manuals or as required by law.

17. Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

Vacation

Starting Annual Vacation Time:

- ☐ One Week ☒ Two Weeks ☐ Three Weeks ☐ Four Weeks ☐ Five Weeks
☐ Six Weeks ☐ Not Applicable, such as casual employee



18. The Employee will be entitled to above number of weeks of paid vacation each year during the term of this Agreement, or as entitled by law, whichever is greater.
19. The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee.
20. Upon termination of employment, the Employer will pay compensation to the Employee for any accrued and unused vacation days.

Other Leave and Minimum Conditions of Employment

- ☒ Permanent Full Time ☐ Permanent Part Time

The Employee is entitled to long service leave, sick leave, bereavement leave, parental leave and paid public holidays in accordance with relevant legislation and awards in effect during the Employee's employment.

- ☐ Casual

21. The Employee is **Not** entitled to long service leave, sick leave, bereavement leave, parental leave and paid public holidays in accordance with relevant legislation and awards in effect during the Employee's employment.

Duty to Devote Full Time

- ☒ Permanent Full Time ☐ Permanent Part Time (not applicable) ☐ Casual (not applicable)

22. **Permanent Full Time:** The Employee agrees to devote full-time efforts, as an employee of the Employer, to the employment duties and obligations as described in this Agreement.

Conditions of use of EFT & Payments

23. a) Method of payments made by Express Contracting Services will be by EFT. b) Change to any of your details will be notified immediately to the Express Contracting Services by writing (Sign & Date). c) The Employee agrees to repay Express Contracting Services on demand any payments that have been incorrectly credited in error. Express Contracting Services reserves the right to set off any over payment amount against any future amounts owing. e) Express Contracting Services reserves the right to terminate or suspend the EFT payment system and make payments by any other manner, which Express Contracting Services may determine from time to time.
24. The employee shall send job report to the Express Contracting Services for the contractual cleaning work it performs during the fortnightly work & Express Contracting Services will invoice clients on behalf of the Employee the Express Contracting Services will pay the Employee upon



receipt of payment by that client. The Express Contracting Services will endeavour to assist in the recovery of any monies owed to the Employee but will not be held liable for such monies if they are not paid because of lack of performance, damage, absent to perform work or any other reason by clients to refuse the payment.

Resignation

25. The Employees shall give four weeks notice in advance before terminating or resigning from the contract job & return all equipment, chemical, keys and belonging to Express Contracting Services head office physical address. Keys remain company property and should be returned immediately from time of notice. Failure to do so will be considered larceny and you will be exposed to legal action.

Acceptance

26. Any instructions received by the Express Contracting Services or from the Customer for the supply of Services and/or the Customer's acceptance Services supplied by the Express Contracting Services shall constitute acceptance of the terms and conditions contained herein.

Responsibility

27. The Employee shall be responsible for all the keys issued to the Employee by the Express Contracting Services to carry out services under the contract. Should the Employee fail to return any of the keys as issued, then the Employee will be liable for the replacement of all locks and replacement keys resulting from such loss. The Express Contracting Services shall be entitled to replace the locks and keys and recover their loss from the Employee. Employee shall ensure that all electric lights, heating and cooling systems, other electrical appliances and all water taps are turned off immediately after use. The Employee shall also ensure that all windows are shut and fastened and internal office doors are closed and locked when leaving the premises and shall ensure that all entrances and access doors to the building are securely locked. Any damage caused by Employee shall be liable and responsible for fixing or paying for the damage and report any damage as soon as possible to Express Contracting Services Head Office. Employees have to pay Insurance Access Fee plus \$350.00 for Admin Fee.

Obligations of the Employee

28. The Employee acknowledges and agrees that the Express Contracting Services has dedicated substantial time, effort, and resources to secure the Quotation Service Order ([2.2E Job Specification](#) or [9.1E Service Quotation](#)) and to make available such [2.2E Job Specification](#) or [9.1E Service Quotation](#) for the benefit of the Employee. The Employee assures the Express Contracting Services and warrants that: A. The Employee shall accept contractual cleaning work (as verified by a [2.2E Job Specification](#)) offered by the Express Contracting Services to the Employee under the terms and conditions of this Agreement and perform such contractual cleaning work in a good workmanlike manner to the satisfaction of the clients; C. The [2.2E Job Specification](#) or [9.1E Service Quotation](#) leased by the Employee from the Express Contracting Services during & after the terms of this Agreement remain the exclusive property of the Express Contracting Services.



29. The Employee understands and agrees that the Express Contracting Services may, from time to time, require a written report from the Employee containing, without limiting generality thereof, the details of the client served, the hours worked to each client, Incident Report, Quality Inspection Report or any other information whatsoever in relation to the Employee's works acquired under this agreement and that the Employee shall prepare and submit such a report to the Express Contracting Services within two (2) days upon request made by the Express Contracting Services.

Fine and Penalty

30. Express Contracting Services reserves the right to deduct any wages/commission payment of Employee if contract bridged in result of negligence and lack of performance from their payment, for more details of Fine Rate, please refer to items of **6.4E <EMPLOYEE FINE & PENALTY LIST, 5.4W <QUALITY INSPECTION WARNING ISSUE** (Fine Rate may change time to time without further notice, check Web Site for Latest version). Any performance percentage rate of Employee which mention in item 7.2 of the 1.0P Contract Schedule, if not performed or covered by Employee then shall be deducted from their payment by multiply to monthly earning up to maximum one year of cleaning works.

Conflict of Interest

31. During the term of the Employee's active employment with the Employer, it is understood and agreed that any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer, which consent will not be unreasonably withheld.
32. During the term of the Employee's active employment with the Employer, the Employee will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer, which consent will not be unreasonably withheld.

Non-Competition

33. The Employee agrees that during the Employee's term of active employment with the Employer and for a period of two (2) years after the end of that term, the Employee will not, directly or indirectly, as employee, subcontractor, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer or otherwise, solely or jointly with others engage in any business that is in competition with the business of the Employer within any geographic area in which the Employer conducts its business, or give advice or lend credit, money or the Employee's reputation to any natural person or business entity engaged in a competing business in any geographic area in which the Employer conducts its business.

Non-Solicitation



34. The Employee understands and agrees that any attempt on the part of the Employee to induce other employees or contractors to leave the Employer's employ, or any effort by the Employee to interfere with the Employer's relationship with its other employees and contractors would be harmful and damaging to the Employer. The Employee agrees that during the Employee's term of employment with the Employer and for a period of five (5) years after the end of that term, the Employee will not in any way, directly or indirectly:
- a. Induce or attempt to induce any employee or contractor of the Employer to quit employment or retainer with the Employer;
 - b. Otherwise interfere with or disrupt the Employer's relationship with its employees and contractors;
 - c. Discuss employment opportunities or provide information about competitive employment to any of the Employer's employees or contractors; or
 - d. Solicit, entice, or hire away any employee or contractor of the Employer for the purpose of an employment opportunity that is in competition with the Employer.
27. This non-solicitation obligation as described in this section will be limited to employees or contractors who were employees or contractors of the Employer during the period that the Employee was employed by the Employer.
28. During the term of the Employee's active employment with the Employer, and for five (5) years thereafter, the Employee will not divert or attempt to divert from the Employer any business the Employer had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Employee's employment with the Employer.

Confidentiality Agreement

29. "Confidential Information" any ideas, concepts, data, information or documents of any kind and in any form or medium relating to and concerning the business of the GBCS including, without limiting generality thereof, marketing systems, cleaning systems, client lists, client details, prices, costs, cleaning agreements, contractor lists, contractor details, employee agreement, contractor agreements, samples, advertising and promotional literature business affairs, security codes for access to client's premises and the premises of the Express Contracting Services. The technical data. Trade processes and trade secrets.
30. The Express Contracting Services or Client has or shall furnish to the Employee certain confidential information and may further allow the Express Contracting Services the right to inspect the home & business of the Employee and/or interview the Employee on the following conditions: A. The Employee agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, shall not be used for any other purpose or disclosed to any third party. B. No copies will be made or retained of any written information supplied. C. At the conclusion of our discussions, or upon demand by the Express Contracting Services or Clients, all information, including written notes, Photographs, memoranda, or notes taken by Employee shall be returned to



Express Contracting Services immediately. D. This information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by the terms of this agreement.

Confidential Information

31. The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.
32. The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.
33. The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.
34. The Confidential Information will not include information that:
 - a. Is generally known in the industry of the Employer;
 - b. Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
 - c. Was rightfully in the possession of the Employee prior to the disclosure to the Employee by the Employer;
 - d. Is independently created by the Employee without direct or indirect use of the Confidential Information; or
 - e. The Employee rightfully obtains from a third party who has the right to transfer or disclose it.
35. The Confidential Information will also not include anything developed or produced by the Employee during the Employee's term of employment with the Employer, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:
 - a. Was developed without the use of equipment, supplies, facility or Confidential Information of the Employer;
 - b. Was developed entirely on the Employee's own time;
 - c. Does not result from any work performed by the Employee for the Employer; and
 - d. Does not relate to any actual or reasonably anticipated business opportunity of the Employer.



Customer Satisfaction Responsibility

36. Employee MUST understand customer's satisfaction is their responsibility. So make sure you read all description before attempting to perform the work in ^ 2.2E Job Specification. Important information contain in this page, the employee SHALL NOT divulge, reproduce, record disseminate, covey or discuss with any third party, or perform any act which could affect or damage the integrity of the confidential information in question.

Duties and Obligations Concerning Confidential Information

37. The Employee agrees that a material term of the Employee's contract with the Employer is to keep all Confidential Information absolutely confidential and protect its release from the public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer as a result of the Employee's employment by the Employer. The Employee agrees that if there is any question as to such disclosure then the Employee will seek out senior management of the Employer prior to making any disclosure of the Employer's information that may be covered by this Agreement.
38. The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Employer, would gravely affect the effective and successful conduct of the Employer's business and goodwill, and would be a material breach of this Agreement.
39. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for a period of five (5) years from the date of such expiration or termination.
40. The Employee may disclose any of the Confidential Information:
- a. To a third party where Employer has consented in writing to such disclosure; and
 - b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
41. If the Employee loses or makes unauthorised disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

Ownership and Title to Confidential Information

42. The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or



trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of the Confidential Information.

43. The Employee waives any moral rights that the Employee may have with respect to the Confidential Information.
44. The Employee agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Employee during the Employee's term of employment with the Employer and to assign to the Employer any right, title or interest the Employee may have in the Confidential Information. The Employee agrees to execute any instruments and to do all other things reasonably requested by the Employer, both during and after the Employee's employment with the Employer, in order to vest more fully in the Employer all ownership rights in those items transferred by the Employee to the Employer.

Return of Confidential Information

45. The Employee agrees that, upon request of the Employer or upon termination or expiration, as the case may be, of this employment, the Employee will turn over to the Employer all Confidential Information belonging to the Employer, including but not limited to, all documents, plans, specifications, disks or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Employee that:
 - a. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
 - b. Is connected with or derived from the Employee's employment with the Employer.

Keys & Return of keys

46. Keys stay as company property and should be returned immediately on completion of last shift or if requested by Express Contracting Services managers within an hour (60 minutes). Unauthorised retention of said key will be regarded as larceny and reported to the proper legal authorities for action.
47. **Employees are** responsible for lost of keys provided to him or her. In case of keys lost by employee, employee shall pay insurance access fee to be estimated around \$2,500.00 to insurance provider or replace the keys by own his or her cost. And Express Contracting Services get no any responsibility to pay any access fee and total amount of cost shall be deducted from wages of employee and if employment ceased total amount of cost shall be paid in full by employee and employer has right to withhold any unpaid of wages, super & other entitlement till full amount of cost received.

Contract Binding Authority

48. Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.



Termination Due to Discontinuance of Business

49. Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that the Employer will discontinue operating its business at the location where the Employee is employed, then, at the Employer's sole option, and as permitted by law, this Agreement will terminate as of the last day of the month in which the Employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the Termination Date of this Agreement.

Termination of Employment

50. Where the Employee has breached any reasonable term of this Agreement or where there is just cause for termination, the Employer may terminate the Employee's employment without notice, as permitted by law.
51. The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is the greater of one (1) week or any minimum notice required by law.
52. If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with notice of four (4) weeks. As an alternative, if the Employee co-operates with the training and development of a replacement, then sufficient notice is given if it is sufficient notice to allow the Employer to find and train the replacement.
53. The Termination Date specified by either the Employee or the Employer may expire on any day of the month and upon the Termination Date the Employer will forthwith pay to the Employee any outstanding portion of the wage, accrued vacation and banked time, if any, calculated to the Termination Date.
54. Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to wages, wage rate, or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

Termination of Agreement

55. Upon the terms of this Agreement,
- A. The Employee shall have performed , observed and is not in default of any of the covenants contained in this Agreement;
 - B. Acknowledges in writing that all clients supplied by the Express Contracting Services for whom work is being performed by the Employee are clients of the Express Contracting Services trading as Golden Brown Cleaning Services and Golden Brown Cleaning Supplies & Machinery



56. In the event that this Agreement is terminated in any manner whatsoever the Employee or any of its directors, employees, sub-contractors, agents or servants shall not in any manner whatsoever either directly or indirectly for itself, on behalf of, or through, or in conjunction or partnership with any third party;
- A. Divert and acquire or attempt to divert and acquire for its own benefit or the benefits of any other third party any business or client of the Express Contracting Services;
 - B. Accept any approach from any client of the Express Contracting Services for which the Employee has acted to provide the contractual cleaning work;
 - C. Interfere or attempt to interfere with the relationship between the Express Contracting Services and any of its clients, directors, employees, contractors agents, servants, associates or any related companies;
 - D. Use or attempt to use for its own benefit or the benefit of any third party any intellectual property or any confidential and secret information relating to and concerning the business of the Express Contracting Services;
 - E. Do or perform any act that can be injurious or prejudicial to the Express Contracting Services's goodwill, confidential information or intellectual property.
57. The parties agree that each of the foregoing covenants constitutes an independent and separate restraint of this Agreement. If any of those covenants is or will become unreasonable or enforceable, that shall not affect validity and enforceability of other covenants imposed under this section, which remain binding on by the Employee.

Remedies

58. In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee agrees that the Employer is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to the Employer at law or in equity, in order to prevent or restrain any such breach by the Employee or by the Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Employee.

Severability

59. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

Notices



60. Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

a. **Employer:**

Name: Express Contracting Services trading as Golden Brown Cleaning Services and Golden Brown Cleaning Supplies & Machinery

Address: 8/217-223 Mickleham Rd Tullamarine, Vic 3043

Tel/Fax: T: 03 9933 1100 F: 03 9338 2688

Email: info@goldenbrown.com.au

b. **Employee:** As Specified in: **Item 2.1 or 2.8 of the ^ 0.0P Apply 0 New Position**

Modification of Agreement

61. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorised representative of each party.

62. **MODIFICATION AND SEVERANCE:** Any modification or amendment to this Agreement shall be in writing signed by the parties hereto. Should any provision of this Agreement or the application thereof be held invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application thereof other than those provisions as to which it shall be held invalid or unenforceable shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

Entire Agreement

63. This Agreement constitutes the full and complete understanding between the parties with respect to the subject matter of this Agreement there is no other oral understanding, agreement warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions hereof or binding on the parties with respect to any of the matters to which these presents relate.



Termination & Penalties for Breaching of the Contract

64. Each party shall continue to perform their obligations under this Agreement notwithstanding the existence of a dispute or any proceedings under this section.
65. Without limiting the generality of the foregoing, the contractor shall be deemed to be in breach of this Agreement if the Employee or any of its directors, employees, sub-contractors, agents or servants:
- A) Fails to perform contractual cleaning work specified in item **15. of the 2.2E Job Specification** in a proper workmanlike manner and to the satisfaction of the client named in said **9. or 9.1 of the 2.2E Job Specification**;
 - B) Diverts and acquires or attempts to divert and acquire in any manner whatsoever either directly or indirectly for its own benefit or the benefit of any other third party any business or client of the Express Contracting Services;
 - C) Accepts in any manner whatsoever either directly or indirectly approach from any client of the GBCS for which the contractor acted to provide the contractual cleaning work;
 - D) Interferes or attempts to use in any manner whatsoever either directly or indirectly with the relationship between the consultant and any of its clients, directors, employees, contractors, agents, servants, associates or any related companies;
 - E) Uses or attempts to use in any manner whatsoever either directly or indirectly for its own benefit or the benefit of any third party any intellectual property or any confidential information relating to and concerning the business of the Express Contracting Services;
 - F) Changes or attempts to change in any manner whatsoever directly or indirectly the terms and conditions specified in **item 9. or 9.1 of the 2.2E Job Specification**;
 - G) Fails to make payments to the Express Contracting Services promptly and in accordance with the terms and conditions of this Agreement;
 - H) Does or performs any other act that can be injurious or prejudicial to the Express Contracting Services's goodwill, confidential information or intellectual property.
66. In the event of the Employee being in breach of this Agreement, the Express Contracting Services trading as Golden Brown Cleaning Services and Golden Brown Cleaning Supplies & Machinery shall be entitled to terminate this Agreement and retain all payment & demand for damage up to 9 years of contract value in advance if contract lost by Employee directly or indirectly. The termination of the Agreement shall be without prejudice to any remedy or cause of action that the Express Contracting Services may have against Employee for the recovery of any unpaid monies or for the recovery of any damage in connection therewith and/or any other payment recoverable pursuant to the terms hereof.

Governing Law



67. This Agreement will be construed in accordance with and governed by the laws of the state of Victoria.

Acknowledgement by the Employee

68. The Employee irrevocably acknowledges and assures the Express Contracting Services that prior to having executed this Agreement he/she has:

- a. Carefully read the provisions of this Agreement and has understood them;
- b. Not relied on any statement, representation or warranty made by the Express Contracting Services or any of its staff other than set out herein;
- c. Been advised by the Express Contracting Services to seek such independent advice with respect to any particular clause and/or condition, and/or section of this Agreement if he/she has not understood them; A. Understands and acknowledges that this Agreement constitutes a legal, valid and binding obligation of the Employee enforceable in accordance with its terms by appropriate legal remedy.

Definitions

69. For the purpose of this Agreement the following definitions will apply:

- a. "Overtime Hours" means the total hours worked in a day or week in excess of the maximum allowed, as defined by local statute, for a work day or a work week.
- b. 'Work Product' means work product information, including but not limited to, work product resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development.
- c. 'Computer Software' means computer software resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development, including but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs.
- d. 'Other Proprietary Data' means information relating to the Employer's proprietary rights prior to any public disclosure of such information, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets).
- e. 'Business Operations' means operational information, including but not limited to, internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information,



internal services and operational manuals, and the manner and methods of conducting the Employer's business.

- f. 'Marketing and Development Operations' means marketing and development information, including but not limited to, marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being considered.
- g. 'Customer Information' means customer information, including but not limited to, names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Employer.
- h. 'Termination Date' means the date specified in this Agreement or in a subsequent notice by either the Employee or the Employer to be the last day of employment under this Agreement. The parties acknowledge that various provisions of this Agreement will survive the Termination Date.

General Provisions

- 70. Time is of the essence in this Agreement.
- 71. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 72. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
- 73. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.
- 74. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 75. If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between the Employer and the Employee. Any duties, obligations and liabilities still in effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.
- 76. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has



made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

Window Cleaning Exclusion

77. The “ECS” takes no responsibility & liability in respect of Personal Injury or Property Damage arising directly or indirectly out of or caused by or in connection with:

- scratches to the windows and/or protective or reflective film applied thereto. The employee is responsible & liable for damaged caused to windows and/or mirrors. The employee must not use any sort of blades, steel wool on any windows and/or mirrors (Only use Window Cleaner & Microfibre Rags provided by “ECS”). The employees are responsible for their action and/or any sort of negligent; or
- breaks and/or scratches to the windows in cleaning after Builder & Construction. The employee is responsible & liable for damaged caused to windows and/or mirrors. Employees are Not allowed to use any sort of blades and/or steel wool for cleaning and only authorised and designated professional person will allowed to work on windows and/or mirrors cleaning. The employees are responsible for their action and any sort of negligent and use of any equipment to clean windows.

Cleaning Contract Exclusion

78. The “ECS” takes no responsibility & liability in respect of Personal Injury or Property Damage arising directly or indirectly out of or caused by or in connection with

- Loss of keys to any premises
- Cleaning activities performed during trading or business hours in shopping centres, shopping malls, arcades or supermarkets, inclusive of their car parks. The employee is fully responsible & liable for their action and should Not work during business hours in above location. The cleaning work Must be performed after business hours and must use safety sign all the times while working.
- an Insured Person operating externally above the second floor of any building. Employee Must not operate above this level (second floor). They are Not covered by “ECS” Public Liabilities Insurance.

79. If employee lost the keys and/or caused the damage to windows and/or mirrors in any manner, must pay all costs of expenses and any replacement of the keys, windows and mirrors from their own pocket and “ECS” takes no any responsibilities at all.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this

As Specified in: Item 2.4 of the ^ 0.0P Apply 0 New Position

(e.g. 23rd day of July, 2013)



EMPLOYER:

Express Contracting Services trading as

Golden Brown Cleaning Services & Golden Brown Cleaning Supplies & Machinery

EMPLOYEE:

As Specified in: Item **2.1 or 2.8 of the ^ 0.0P Apply 0 New Position**