Synth.

01 December 2020

Synthesis Technologies Pty Ltd
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w. synth.earth
abn. 52 603 765 537
acn. 603 765 537

Nathan Rashleigh
14 Patricia Street
Karalee QLD 4306
ntr@smokestack.io

Dear Nathan,

Offer of Employment with Synthesis Technologies Pty Ltd ACN 603 765 537

We are delighted to make this offer of employment to you with **Synthesis Technologies Pty Ltd ACN 603 765 537** (the **"Company"**).

Together with this letter setting out your terms and conditions, please also find in this pack a Fair Work Information Statement.

Please read the following terms and conditions closely, and if you agree, please sign and return this letter to me at your earliest convenience.

1. Your Role

1.1 You are appointed to the position of **Senior Software Engineer** reporting to **Daniel Šmon** in **Queensland** commencing on **7 December 2020** and ending on **26 March 2021**, as a fixed term employee, working on a full-time basis. Your fixed term of employment may be extended if separately agreed in writing between us.

1.2 Your duties are set out in the position description attached in Schedule 1 - Position Description.

1.3 You agree that you may be assigned or seconded to other roles, duties, locations or reporting lines in or outside the Company or with our clients subject to business and customer needs after consultation with you. In the event of any such changes (including in relation to any promotions), this agreement will continue to apply unless otherwise agreed with you in writing.

2. Duties

In your employment you will:

a. devote your full time and attention to the performance of your role (including disclosing and pursuing all potential business opportunities of interest to us);

b. act in good faith in, and for, the best interests of the Company;

c. perform your work to the highest professional and ethical standards (including acting with trust and integrity in all your dealings);

d. achieve all KPIs and/or objectives set for you by your manager or by our Board of directors;

e. avoid conflicts of interest and immediately disclose to us if you suspect that a potential conflict of interest may arise;

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f. familiarise yourself and comply with all Company Policies (which we may in our discretion add to, vary or revoke from time to time) as well as any other lawful and reasonable direction given to you; and

g. honestly and faithfully answer any question asked of you by the Company about your work or employment at any time.

3. Hours of Work

3.1 Your ordinary hours of work will be **38** hours per week averaged over a 26-week period.

3.2 Your normal working days will be **Monday** to **Friday** with one hour off for lunch each day. Our normal business hours are 9.00am – 5.00pm. Your manager may change your hours and days of work in accordance with business and customer requirements after discussion with you.

3.3 Given client requirements, we may require you to work reasonable additional hours above **38** hours per week, including on weekends and public holidays.

3.4 A component of your Fixed Remuneration has been included to compensate you for these additional hours.

4. Remuneration

4.1 For work performed you will receive remuneration of **$170,000** (inclusive of compulsory superannuation and packaged benefits and any other entitlements which would otherwise apply) (Fixed Remuneration).

4.2 You acknowledge and agree that your remuneration, which is in excess of minimum legislative requirements, is provided in compensation for and satisfaction of all statutory, award or other obligations that might apply (if any).

4.3 Superannuation contributions will be made on your behalf to your nominated Fund at the rate required by law and which is sufficient to avoid a charge under the Superannuation Administration (Guarantee Charge) Act 1992. The Company may alter the component parts of your Fixed Remuneration to accommodate any changes in legislation, subject to no overall reduction in your Fixed Remuneration. If you do not nominate a Fund, the Company will make contributions to a compliant default fund.

4.4 Your remuneration will be reviewed annually in accordance with Company Policy, with the next review to occur on or before **7 December 2021**. Your salary will not necessarily be increased following any such review.

5. Expenses

You will be reimbursed for all reasonable business expenses as authorised by your manager or the Board of directors, in advance subject to the provision of appropriate tax invoices.

6. Company Equipment

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6.1 To perform your role, you may from time to time be provided with Company equipment such as a phone, tablet, computer or other keys/security cards etc.

6.2 Use of Company equipment will be in accordance with Company Policy.

7. Leave

All leave shall be accrued, notified, taken and certified (if applicable) in accordance with Company Policy and the *Fair Work Act 2009 (Cth)* (**Fair Work Act**).

7.1 Annual Leave

a. You will receive 4 weeks' annual leave per year of continuous service based on your ordinary hours of work (NB: pro-rated if you are a part time employee).

b. Annual leave accrues progressively and accumulates from year to year. Accrued but untaken annual leave will be paid out on termination of employment in accordance with the Fair Work Act.

c. You may be directed to take accrued annual leave in accordance with the Fair Work Act.

d. Accrued leave may be cashed out by agreement in accordance with the Fair Work Act.

7.2 Personal Leave

a. You will receive 10 days' personal leave per year of service based on your ordinary hours of work (NB: pro-rated if you are a part time employee).

b. You must provide a medical certificate on return from leave if directed by your manager or by our Board of directors.

c. Personal leave accrues progressively and accumulates from year to year. Accrued personal leave is not paid out on termination of employment.

7.3 Long Service Leave

You will accrue and be provided with Long Service Leave in accordance with the applicable State legislation in which your employment is based.

7.4 Other Leave

Compassionate, parental and community service leave will also be provided in accordance with the Fair Work Act. From time to time, the Company may also provide other forms of paid or unpaid discretionary leave in accordance with Company Policy.

8. Disclosure of Interests / Outside Employment

8.1 You must disclose to us any interests (whether direct or indirect) which may give rise to a conflict with the performance of your employment duties. This includes being engaged either directly or indirectly in any business or

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employment outside of your employment with us, irrespective of when work is done for this outside employer or business.

8.2 We may direct you to take, and on receipt of that direction you must take, all necessary action to remove any conflict of interest (whether direct or indirect) if the conflict of interest may in our reasonable opinion be detrimental or have potential to be detrimental to our interests.

8.3 You may only work for a different employer or business outside your employment with us if you receive written approval from us beforehand. Such written approval can only be obtained from your manager and is in the complete discretion of the Company.

9. Confidential Information

9.1 Confidentiality is fundamental to our clients and our business. This clause is a fundamental term of this agreement.

9.2 Except as required or authorised in the exercise of your duties, you will not, during your employment or thereafter, without our prior written consent or as otherwise required by law disclose, directly or indirectly, to any person or entity for any reason any Confidential Information; nor will you during your employment or thereafter transmit, copy, remove or attempt to use any part of our Confidential Information.

9.3 For the purposes of this agreement "Confidential Information" means all client, prospective client and Company, business, confidential or sensitive information disclosed to or learned by you in connection with your duties, including but not limited to information from our client databases, our business or marketing plans, employee information, price lists, rates schedules, terms of business, market research, presentations, capability statements, product specifications, financial and accounting information, contractor and supplier information, business policy and know-how, service and product concept plans, designs, source code, information relating to our intellectual property rights or any other information disclosed to you in a manner which a reasonable person would consider to be confidential.

10. Intellectual Property

10.1 All intellectual property rights arising in connection with the performance of your employment obligations, by the use of our property or Confidential Information or in planned or actual pursuit of business in which the Company reasonably believes it has an interest, is and remains our property (together the "Company IP").

10.2 You agree that:

a. this clause is a fundamental term of this agreement;

b. you will do all things necessary to assist us to identify, document, register and protect our Company IP;

c. you will promptly disclose all activity that may give rise to intellectual property rights in our favour under this clause;

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d. you assign to us or our nominee as directed all existing and future Company IP including all intellectual property rights which subsist in any Works;

e. you acknowledge that by virtue of this clause all such existing Company IP are vested in us or our nominee as directed and, on their creation, all such future intellectual property rights will vest in us or our nominee as directed; and

f. on request from us you will immediately execute all documents and do all such acts necessary to vest the rights to any invention or discovery or other Company IP in us or our nominee as directed and to obtain in the name of or jointly with us, the letters patent with respect to such invention or discovery in any part of the world.

10.3 You irrevocably and unconditionally consent to the Company and any person we authorise:

a. using, disclosing, reproducing, copying, adapting, publishing, performing, exhibiting, communicating, renting or transmitting any of the Company IP which you authored or part authored (together the "Works") or any adaptation of any of them (or any part of any of the Works or of any such adaptation) anywhere in the world:

i. in whatever form and in whatever circumstances the Company or any other person we authorise thinks fit, including the making of any distortions, additions or alterations to any of the Works, or mutilating or destroying any of the Works, or any adaptation of any of them (or any part of any of the Works or of any such adaptation); and

ii. without making any identification of you as an author in relation to any of them; and

b. doing anything or omitting to do anything in relation to any of the Works or any adaptation of any of them (or any part of any of the Works or of any such adaptation) anywhere in the world that would otherwise infringe your moral rights, or any similar non-assignable, personal rights that you might have.

10.4 For the purposes of this agreement, the term "intellectual property rights" shall refer to all present, future, registered and unregistered rights which may subsist in copyright, trademarks, patents, circuit layouts, plant breeders' rights, and the right to keep confidential information, confidential.

11. Termination

11.1 On notice

a. Subject to our rights of earlier termination of your employment provided in this clause or elsewhere in this agreement, you or the Company may terminate your employment by providing one month's notice in writing to the other party.

b. The Company may in its discretion direct you to perform part, all or none of your duties during your notice period or at any other time, or in the

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event of notice being provided by either party elect to bring your employment to an end early by payment in lieu.

11.2 Serious Misconduct

a. The Company may terminate your employment without notice for Serious Misconduct.

b. Serious Misconduct includes:

i. any matter specified in this agreement to be "Serious Misconduct";

ii. any act or omission that in the reasonable view of the Company brings yourself or the Company or its clients into disrepute;

iii. any failure to maintain, or the loss of, a fundamental capacity, qualification, licence or permit for the purposes of the inherent requirements of your role;

iv. any material act of negligence or incompetence;

v. a declaration of bankruptcy;

vi. any breach of a lawful and reasonable direction of your manager or a term of this agreement;

vii. any material breach of a KPI or other breach not rectified within 14 days of notice by the Company;

viii. any charge for an indictable criminal offence or an offence involving dishonesty; or

ix. any conduct capable of being characterised as serious or wilful misconduct at common law or under the Fair Work Act.

11.3 Obligations on Termination

On termination of your employment for any reason you will:

a. return all property of the Company (and that of any client or any other person which you obtained during your period of or connected with your employment), including keys, security cards, mobile phone, tablet, computer, vehicle, Confidential Information, Company IP or any other Company or client property;

b. take all necessary steps to resign any Company, group company, or other client related directorships or offices; and

c. acknowledge that your obligations in respect of confidentiality, intellectual property and restraint of trade under this agreement (if any) will survive the termination of your employment and you will continue to comply with them.

12. Restraint of Trade

12.1 You acknowledge that you will hold an important role with the Company that is of sensitivity to the Company's business, Confidential Information and goodwill.

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12.2 Upon termination of the employment relationship for any reason, for the Restraint Period and in the Restraint Area you will not or attempt to directly or indirectly for yourself or on behalf of another person unless you have our written consent:

a. approach, solicit or canvass work of a type that you performed for the Company from any client or prospective client of the Company with whom you had dealings as part of your role in the last 12 months of your employment;

b. be employed or engaged by a competitor in a similar role which is in competition with part or all of the business of the Company in which you worked in the last 12 months of your employment; or

c. approach, solicit, induce or persuade an employee, contractor, supplier or agent of the Company to cease their engagement with the Company.

12.3 For the purposes of this clause:

a. Restraint Period means:

i. 6 months;

ii. 3 months.

b. Restraint Area means:

i. Australia;

ii. Queensland;

iii. Australian Capital Territory;

iv. the greater metropolitan area of Melbourne or Brisbane.

12.4 You acknowledge and agree that:

a. each restraint in combination above is to be read as a number of separate and distinct covenants, with each covenant capable of being enforced on its terms, or if not enforceable severed and the next best covenant being enforced without affecting the validity of the remaining covenants;

b. each of the covenants and restraints is reasonable as between you and the Company and do no more than protect the Company's legitimate interests;

c. a component of your Fixed Remuneration has been specifically set in consideration for this restraint; and

d. if you are subject to a separate restraint obligation to the Company in a different capacity (such as a shareholder of the Company) (Other Restraint), then the restraints in this clause shall operate independently of, and shall not merge with, each Other Restraint.

13. Medical

13.1 The nature of your employment is as a **Senior Software Engineer** performing computer-based programming activities, and occasionally liaising with and

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visiting clients to perform technical demonstrations of software which may require some travel. You agree that prior to the commencement of your employment you will disclose to us any pre-existing injuries or diseases within the meaning of workers' compensation legislation that applies in the State in which you work, that may affect your ability to perform this employment, which includes completing and returning the Pre-Existing Health Declaration Form to the Company as set out at Schedule 2 - Pre-employment health declaration form. If you make any false or misleading disclosure, please note that you may not be entitled to any workers' compensation in respect of any recurrence, aggravation, acceleration, exacerbation and deterioration of any pre-existing injury or disease resulting from the employment.

13.2 You irrevocably consent to participate in all fitness for work medical assessments and/or drug and alcohol testing, including testing for cause if required by the Company, for fitness for duty or safety purposes and for the results of that and other personal, sensitive or health information to be shared inside the Company or with the Company's advisors subject to those people also undertaking as to its confidentiality.

14. RIGHT TO WORK IN AUSTRALIA

14.1 It is a fundamental term of this agreement that you are eligible to work in Australia, that you hold all visas and meet all the immigration requirements necessary to work in Australia and that this is evidenced to the satisfaction of the Company prior to the commencement date.

14.2 By signing this agreement, you confirm to the Company that you are, and will continue to be, legally entitled to work in Australia.

14.3 Any false or misleading statements or inaccurate information provided during the recruitment process will result in this offer being withdrawn. If you have commenced employment with the Company and the Company subsequently becomes aware that you have made false or misleading statements or have provided inaccurate information during the recruitment process, the Company will consider this to be a material breach of your employment contract, and further constitute Series Misconduct.

15. Company Policy

15.1 The Company maintains a number of policies and procedures which we may in our discretion add to, vary or revoke from time to time (including as referred to in this agreement) (Company Policy).

15.2 While Company Policy is not incorporated into this agreement, it has been established to guide you in the workings of the Company and you are required to regularly familiarise yourself with and comply with it.

16. SURVEILLANCE

16.1 The Company may from time to time undertake a range of optical, audio, IT and tracking surveillance to enhance productivity and customer service, protect company assets and ensure safety and compliance with Company Policy. Such surveillance may be ongoing or intermittent and you irrevocably consent to its use.

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17. Severability

17.1 If a term of this agreement is found by a Court to be invalid or unenforceable, such a term may be severed from this agreement without affecting the enforceability of the remaining terms.

18. LIMITATIONS

18.1 This Agreement expressly excludes any implied terms, or terms incorporated by conduct for your benefit, howsoever arising.

19. Entire Agreement

19.1 Save for any terms otherwise also normally implied by operation of law that are not contrary to the express terms of this letter for the benefit of the Company, this letter constitutes the entire agreement between us. You acknowledge that no other agreement, representation, discussion or communication is relied upon in the making of this agreement other than those as set out in this letter.

19.2 Variation to this agreement will only be made by further agreement in writing.

This agreement is governed by the laws of Queensland. If you agree, please sign in the space provided below and return the original copy of this letter to me at your earliest convenience.

It is really exciting to have you join us and I look forward to your contribution going forward.

In the meantime, if you have any questions or queries, please call me on 0478 495 406.

Yours faithfully,

Daniel Šmon

Director / CEO

Synthesis Technologies Pty Ltd ACN 603 765 537

Encl.

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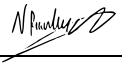
Acceptance of Offer:

I, **Nathan Rashleigh**

- warrant that all the recruitment information that I have provided is true and correct; and
- accept employment on the terms of the letter above.

Signed: 

Date: **09/12/2020**

Witness: 

Name & Address of Witness: **Neil Rashleigh**

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Schedule 1 - Position Description

As a Senior Software Engineer you will hold many responsibilities, primarily developing and testing software programs. You will be expected to be involved in work planning and scheduling, technical design and work breakdown, participating in product planning, contacting and presenting work to clients. This may include some occasional travel.

You will be expected to generally manage your own work, work autonomously and must have initiative to ensure you are working on tasks that provide value to the business.

As a senior member of the team you will be expected to mentor and assist colleagues where appropriate, in particular those more junior or with less experience. You must use your initiative to review details and monitor product quality, and help the team define and set quality objectives.

Tasks and Responsibilities

- Implement high quality code with security in mind
- Work with internal and external stakeholders to clarify and capture requirements
- Scope development effort, and provide reliable resource and timeline estimates
- Keep the backlog up to date with planned work, and progress as per defined work management processes
- Assist in improving and updating work management processes
- Coach and mentor development staff
- Perform performance and scalability analysis as needed
- Prepare and document testing requirements as well as all test data
- Investigating and using new technologies where relevant
- Providing written knowledge transfer material
- Improving system quality by identifying issues and common patterns, and developing standard operating procedures
- Enhancing applications by identifying opportunities for improvement, making recommendations and designing and implementing systems
- Maintaining and improving existing codebases and peer review code changes
- Assist with deployment, automation, and operations of a minimum-viable-product level SaaS (business hours)

Skills and Experience

- A passion for solving problems and providing workable solutions
- Knowledge of algorithms and data structures, and software design patterns
- Knowledge of cloud-based software architectures (e.g. PaaS services in Azure)
- Fluency in at least one of the following languages: TypeScript, JavaScript, Rust, C#, SQL

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- Strong analytical and reasoning skills with an ability to visualise processes and outcomes
- Proficiency in troubleshooting software issues
- Outstanding all-round communication skills and ability to work collaboratively



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Schedule 2 - Pre-employment health declaration form

Employment with Synthesis Technologies Pty Ltd ACN 603 765 537 (Company) is conditional on the preferred applicant completing this Pre-employment health declaration form and returning it to the Company.	
Name: **Nathan Rashleigh**	Date: **09/12/2020**
Position: **Senior Software Engineer**	Reports To: **Daniel Smon**
Address: **14 Patricia Street Karalee**	Email: **ntr@mnml.gg**
Telephone: **0433 034 004**	

Pursuant to our letter of offer of employment, you are required to disclose to the Company any pre-existing injuries or disease that you have suffered of which you are aware and could reasonably be expected to foresee could be affected by the nature of the proposed employment you are applying for.

We advise that a failure to make a disclosure, or the making of a false or misleading disclosure, may impact upon your entitlement to compensation pursuant to the workplace health and safety laws, should you suffer any recurrence, aggravation, acceleration, exacerbation or deterioration of your pre-existing injuries or disease arising out of or in the course of or due to the nature of employment with the Company.

PLEASE NOTE THAT SUCH PRE-EXISTING INJURIES OR DISEASE INCLUDE MENTAL AND/OR PSYCHOLOGICAL INJURIES OR DISEASE.

I have read the job description regarding my prospective employment with the Company and warrant that ~~I DO /~~ DO NOT (please delete whichever does not apply to you) have any pre-existing injuries or disease as set out above and understand the implications of not disclosing any such pre-existing injuries or disease.

If you do have any pre-existing injuries or disease, please disclose in the space provided such pre-existing injuries or disease that you have suffered which could be affected by the nature of your proposed employment with the Company, after having read and understood the job description provided to you.

This declaration also assists the Company to obtain information to enable it to meet its obligation under any applicable anti-discrimination laws to make reasonable adjustments for an employee or prospective employee in order to perform the genuine and reasonable requirements of their employment.

Name: **Nathan Rashleigh**	Date: **09/12/2020**
Signature: 	

Privacy Notice

The collection and processing of this information is in accordance with applicable health and safety laws, and anti-discrimination laws.

The completed declaration form will be retained on your personnel file. Where employment is not taken up, for whatever reason, all documents relating to your application will be retained for 6 months.

The Company may disclose some of your personal information, as applicable, to an independent medical examiner should the Company require an assessment of your suitability for employment and fitness for duty. Your health declaration may be also disclosed to the Company's workers' compensation insurer should you submit a workers' compensation claim.