

CONTRACTOR (PAYG) CONTRACT "THE SCHEDULE"

By execution of this document, each of the Contractor and Consultant as specified in the Schedule are engaged by Peoplebank and each of the Contractor and Consultant accept that engagement in accordance with the terms and conditions of this document.

A. PEOPLEBANK

PEOPLEBANK AUSTRALIA LIMITED
ABN 42 003 995 748 of Level 13,
345 George Street
Sydney NSW 2000

B. CONSULTANT

Dileep Janagam

C. CONTRACT PERIOD

28/11/2022 – 02/06/2023

D. NOMINAL RATE LESS 2.50% FEE

\$48.00 Hourly
\$1.20

ACTUAL RATE

\$46.80 (Hourly incl. superannuation)

E. CLIENT

Department of Mines, Industry Regulation and Safety

Consultant Location

100 Plain Street
East Perth Western Australia 6004


F. ROLE AND SPECIAL CONDITIONS

Database Administrator

The Client will provide the Consultant with all directions and instructions in respect to duties and responsibilities on a day to day basis whilst the Consultant is working for the Client.

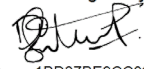
This Agreement is dated: 15/11/2022

Peoplebank

DocuSigned by:

602A219927C842D...

Representative:

Consultant

DocuSigned by:

1BD37BE9CC02424...

Signature:

CONTRACT CONDITIONS

1. DEFINITIONS

- 1.1 Consultant means the person identified in the schedule who is engaged to provide the services to the Client.
- 1.2 Client means the person, firm, business or corporation obtaining services from PEOPLEBANK under the agreement and includes employees or subsidiary companies of the Client within the meaning of the Corporations Act.

- 3.5 The Consultant agrees to comply with the normal rules and regulations of the Client and its requirements regarding confidential and proprietary information. The Consultant agrees to sign a confidentiality agreement if requested to do so by the Client.

2. CONDITIONS PRECEDENT

- 2.1 Notwithstanding execution of this document by the Consultant and PEOPLEBANK, this agreement is conditional on and will have no force or effect at law and not be binding on the parties unless and until Peoplebank receive written confirmation from the Client or any other third party that the Contractor has satisfied all probity or reference checks in respect to the Consultant.

- 3.6 The Consultant agrees to assign all copyright and any other intellectual property rights created by them for the Client during this Contract Period, to the Client for its use and benefit absolutely.

- 3.7 The Consultant agrees to notify PEOPLEBANK immediately should the Client require the Consultant to perform duties other to those specified in Section F of the Schedule.

3. RELATIONSHIP

- 3.1 The Consultant acknowledges that PEOPLEBANK has appointed the Consultant as an independent contractor under this Agreement.
- 3.2 The parties to this Agreement do not intend to constitute or create an employee / employer relationship, agency, joint venture or partnership between the Consultant, PEOPLEBANK and the Client.
- 3.3 The Consultant acknowledges that neither PEOPLEBANK nor the Client is liable to make any payment or accrual in respect of any leave entitlements, including but not limited to, sick leave, annual leave, long service leave, maternity leave or any other leave provision.
- 3.4 The Consultant acknowledges that he/she has requested that PEOPLEBANK provide payroll services including (but not limited to) processing pay, remitting tax, administering superannuation, issuing PAYG Income Statement (STP), liaising with the Australian Taxation Office and Paying Payroll Tax ("PAYG Services") and administration of Workers Compensation cover, Workers Compensation claims, Professional Indemnity and Public Liability insurance cover ("Insurance Services") on behalf of the Consultant for the services provided by the Consultant to the Client. The Consultant agrees that the PAYG Services and Insurance Services are provided to the Consultant by or on behalf of Peoplebank during the period as stated in Section C of the Schedule. A fee of 2.5% specified in Section D of the Schedule is payable by the Consultant for the provision of the PAYG Services and Insurance Services and the Consultant authorises and directs PEOPLEBANK to deduct and apply 2.5% as specified in Section D of the Schedule from the normal rate of pay in accordance with clause 5.4.

4. CONSULTANT WARRANTIES AND UNDERTAKINGS

- 4.1 The Consultant represents, warrants and covenants with PEOPLEBANK that all information and other details provided by the Consultant to PEOPLEBANK in relation to the identity, skills, qualifications, past and present work experiences is true, accurate and not misleading and the Consultant:
 - a) Has not at any time been convicted of an offence under the laws of the Commonwealth, a State or Territory or foreign country;
 - b) Is not an undischarged bankrupt; an
 - c) Has valid work rights for the term of the contract.
- 4.2 The Consultant agrees to provide the services to the Client professionally so as to fully and adequately meet the requirements of the Client and shall at all time exhibit high standards of work performance.
- 4.3 The Consultant agrees to work the hours as directed by the Client and attend the location specified in Section E of the Schedule. Should the Client require the Consultant at a location other to that specified in Section E of the Schedule then the Consultant agrees to notify PEOPLEBANK immediately.

5. PAYMENT

- 5.1 PEOPLEBANK will pay the Consultant the rate as set out in the Schedule. This rate is inclusive of the prescribed Superannuation Guarantee Charge (SGC) as legislated by the Federal Government. This SGC will be remitted to a complying fund nominated by the Consultant, and in accordance with the choice of fund amendments under the Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005. PEOPLEBANK reserves the right to increase the SGC as determined by Federal Government guidelines. Excluding payments for approved

expense reimbursements, all other payments are inclusive of superannuation.

5.2 Fees are not payable to the Consultant until timesheets are submitted in accordance with the following procedure:

- a) Timesheets must be completed by the Consultant as instructed by Peoplebank.
- b) Timesheets must be approved by the Client and submitted no later than as specified in Appendix A, to PEOPLEBANK.
- c) Payments will be made no later than the dates outlined in Appendix A.

5.3 PEOPLEBANK will provide and maintain adequate Workers' Compensation with respect to the Consultant for the duration of the Contract Period.

5.4 If Section D of the Schedule states there is a 2.5% fee, the Consultant agrees, for the Contract Period specified in Section C of the Schedule, to forgo 2.5% of their normal rate of pay in return for the provision of the PAYG Services and Insurance Services of an equivalent value and the Consultant accepts that Peoplebank will have no further liability to the Consultant.

5.5 The Consultant declares that the PAYG Services and the Insurance Services will be provided to the Consultant by or on behalf of Peoplebank during the Contract Period and the Consultant further declares that percentage of those expenses incurred in earning their assessable income was 100% of the 2.5% fee was incurred for the purpose of earning the assessable income of the Consultant. This declaration applies to the PAYG Services and Insurance Services and any incidental benefit provided by or on behalf of Peoplebank for the lesser of a period of 5 years from the date of this Agreement or until the percentage of the 2.5% fee incurred in earning my assessable income decreases by more than 10% or the declaration is otherwise revoked by the Consultant.

6. EXPENSES

6.1 PEOPLEBANK agrees to reimburse the Consultant for reasonable expenses in providing the services to the Client under this Agreement, provided that the Client has authorised the expenses.

6.2 The Consultant must submit receipts to PEOPLEBANK showing the Client's authority for all claimed expenses.

6.3 In accordance with ATO requirements, allowances (travel/per diems/KM allowances) will appear in the gross payment amount on your income statement at the end of each Financial Year.

7. DURATION

7.1 Unless this Agreement is otherwise earlier terminated by Peoplebank in accordance with this Agreement, the Consultant agrees to provide the services to the Client for the term specified in Section C of the Schedule.

7.2 If the Consultant continues to provide the services to the Client after the end of the Contract Period specified in Section C of the Schedule, with the consent of PEOPLEBANK and the Client, the Consultant's engagement as an independent contractor pursuant to the terms of this Agreement shall continue for each period or periods as is specified in writing by Peoplebank.

8. TERMINATION AND RESTRAINT

8.1 The Consultant must notify PEOPLEBANK immediately if for any reason during the Contract Period the consultant is unable to provide the services and specify the reason.

8.2 Notwithstanding the reference to a "Contract Period" in the Schedule to this document, this agreement may be terminated at any time by PEOPLEBANK without notice:

- a) in the event of any breach of contract, negligence or willful default by the Consultant; or
- b) in the event the Client is dissatisfied with any of the Consultant's conduct, performance or abilities for whatever reason and requests PEOPLEBANK to terminate the services of the Consultants; or
- c) If the Client terminates its agreement with PEOPLEBANK in respect to the Consultant's services for whatever reason; or
- d) If the Client is in default of its agreement with PEOPLEBANK.

8.3 The Consultant agrees that upon termination of this Agreement by PEOPLEBANK they have no claim against PEOPLEBANK other than for an amount of fees unpaid for actual services performed by the Consultant for the Client up to and including the day of termination in accordance with clause 5.2.

8.4 The Consultant agrees that they will not, during the term of this Agreement and for a period of six (6) months thereafter provide services to the Client or its related body corporates (as defined by the Corporations Law), either as a contractor or employee without the prior written consent by PEOPLEBANK.

8.5 Where during the course of the provision of services to the Client the Consultant has at the Client's request provided services ("Additional Services") to a customer of the Client ("the Customer") pursuant to the terms of this Agreement then the Consultant shall not for a period of six (6) months from the date of termination of this Agreement provide services of a similar nature to the Additional Services to the

Customer without the prior written consent by PEOPLEBANK.

- 8.6 The Consultant acknowledges that the restraint provisions provided in clauses 8.4 and 8.5 are reasonable in terms of time and extent and extend no further than is reasonably necessary to protect the goodwill and business of PEOPLEBANK.

9. PRIVACY

9.1 The Consultant as an independent contractor to PEOPLEBANK, by signing this Agreement consents to the following:

- a) PEOPLEBANK collecting information about the Consultant being personal information as defined in the Privacy Act 1988 ("Personal Information") including but not limited to name, address, contact details, information from referees, visa information, details of qualifications and work experience, for purposes related to the performance of the services to the Client (including but not limited to evaluation of that performance), the giving of effect to this Agreement and the management of the relationships between any of PEOPLEBANK, the Consultant and PEOPLEBANK clients; and
- b) PEOPLEBANK disclosing the Personal Information to:
 - (i) PEOPLEBANK and any entity relating to PEOPLEBANK for the purposes referred to in subclause 9.1 (a);
 - (ii) PEOPLEBANK Clients for the purposes referred to in subclause 9.1 (a);
 - (iii) PEOPLEBANK Clients and potential Clients of PEOPLEBANK for the purpose of PEOPLEBANK obtaining business;
 - (iv) Third parties on a confidential basis in relation to a proposed sale of the whole or part of the PEOPLEBANK business; and
 - (v) Professional advisers of PEOPLEBANK for the purpose of PEOPLEBANK receiving advise in relation to its business.

9.2 PEOPLEBANK acknowledges and discloses to the Consultant, that it is required, under the Privacy Act 1988 ("the Act") except in the circumstances specified in the Act, to provide the Consultant on request with access to the Consultant's Personal Information held by PEOPLEBANK.

9.3 In respect of the services to the Client, the Consultant must not engage in any act or practice contrary to the Act, and must not engage in any act or practice which would cause PEOPLEBANK to be in breach of the Act.

10. RETURN OF PROPERTY

10.1 At the expiration or termination of this Agreement, for any reason, the Consultant must deliver to the premises of PEOPLEBANK all documents, papers,

materials and other property, including computer generated or stored matters relating to, the affairs of PEOPLEBANK or the Client, which may be in the Consultant's possession or control.

11. WORKPLACE HEALTH & SAFETY

11.1 The Consultant agrees:

- a) To take reasonable care for your own safety;
- b) To take reasonable care to ensure your acts or omissions do not adversely affect the health and safety of others;
- c) To comply with reasonable instructions from PEOPLEBANK, and the Client Host site, to assist them in complying with the relevant Health and Safety legislation;
- d) To familiarise yourself with PEOPLEBANK's workplace health and safety policy manual (www.peoplebank.com.au/whs), and cooperate with policies or procedures relating to health and safety that you have been notified of;
- e) To notify PEOPLEBANK immediately should the Client require the Consultant to perform duties other to those specified in Section F of the Schedule or those duties initially specified by the Client at the commencement of the Contract Period;
- f) To have read Appendix B to this Agreement which confirms your understanding and adherence to the Health and Safety information and guidelines provided; and
- g) To complete PEOPLEBANK's online health and safety training prior to start date as specified in 'The Schedule'.

12. Adjustments to contract payments

12.1 Notwithstanding any other provision of this agreement to the contrary, the Contractor agrees and acknowledges that in the event of any error or mistake of fact in the calculation or method of any payment made to the Contractor resulting in the Contractor receiving an amount in excess of (overpayment) or less than (underpayment) that which the Contractor would otherwise have been entitled to have received had the applicable error or mistake of fact not occurred, Peoplebank is entitled (and without prejudice to its other rights at law) to make such adjustment(s) to the amount or amounts of any future payments to be made to the Contractor pursuant to this agreement, upon giving the Contractor written notice of the relevant error or mistake of fact together with supporting documentary evidence, as is necessary to correct the error or mistake of fact such that the relevant Overpayment is repaid by the Contractor to Peoplebank or the Underpayment is paid by Peoplebank to the Contractor.

13. GENERAL

13.1 This agreement may be modified only in writing and such writing shall be signed by duly authorised persons for all parties.

13.2 This agreement shall be governed by the Laws of New South Wales.

13.3 In the event of a breach of this agreement by the Consultant the Consultant will be liable to PEOPLEBANK.

13.4 PEOPLEBANK reserves the right to withhold payment of outstanding fees at any time during and/or after termination of this agreement if the Client makes any claim against PEOPLEBANK as a consequence of the breach of contract, negligence or willful default by the Consultant.

13.5 This agreement and the rights and obligations hereunder may be assigned or otherwise transferred by PEOPLEBANK.

13.6 Any clause in this agreement which is deemed by any court or tribunal to be unlawful or unenforceable can be severed from the agreement without affecting the enforceability of the remainder of the agreement.

APPENDIX A – Timesheet and Pay Cycle Information (Weekly)

Support

Peoplebank is dedicated to contractor satisfaction and committed to providing fast, simple and efficient payroll and customer service. Our Client & Contractor Services team are on hand to answer any timesheet or payroll queries.

Payroll & Timesheet Queries Contact

Email: ccs@peoplebank.com.au

Phone: 1300 871 899

Timesheets

- Timesheet approval cut-off is **MONDAY COB**.
- As part of your onboarding, you will receive attachments that provide you specific information on how to complete your timesheet submissions.
- In accordance with our Clients requirements, all **timesheets** must be submitted via one of the following methods:
 1. If our Client has their own timesheeting system, our client will provide you with access to complete your timesheet; **OR**
 2. If our Client does not have their own timesheeting system, Peoplebank will provide you with access to our **online** timesheets via the FastTrack (FT360) Portal: <https://myaccount.chandlermacleod.com/FastTrack.Training/Candidate.html>. An email from your account manager will be sent to you with your login details including your user name, password and a URL link to the Portal will be sent to you upon completion of your onboarding process; **OR**
 3. In some cases, you may be asked to submit your timesheets in both the Clients and Peoplebank payroll systems, to ensure we meet the obligations / service standards of our client agreement.

Weekly Pay Cycle Information

- EFT transmission is every WEDNESDAY - please allow 1 to 2 days from transmission (EFT) date for payments to reach your Bank Account.
- Timesheets received after approval cut-off will be processed in the following weekly pay run.
- Invoices are required by incorporated entities not utilising our RCTI service by **MONDAY COB**.

Appendix B – Workplace, Health and Safety (WHS) Information & Responsibilities

Your health and safety is paramount to PEOPLEBANK and we are committed to ensuring you are provided a safe and healthy workplace. This document identifies:

1. How to access PEOPLEBANK Work Health and Safety policy and procedures;
2. Contractor Health & Safety Responsibilities;
3. Who to contact in the event a risk / hazard is identified, or incident or accident; and
4. Assignment Safety Information.

WHS Policy

PEOPLEBANK has taken all possible precautions and followed all the guidelines as recommended under the Federal and State rules and regulations for Work Health and Safety. A copy of our Work Health and Safety Policy and procedures can be accessed at www.peoplebank.com.au/whs.

Worker WHS Responsibilities

PEOPLEBANK expects that Consultants (referred to as the Worker in our WHS policies and WHS legislation), in turn, accept their responsibility to work safely. This means working intelligently, with common sense and foresight. As per State based WHS legislation a worker's responsibilities are to:

- (a) Take reasonable care for your own safety;
- (b) Take reasonable care to ensure your acts or omissions do not adversely affect the health and safety of others;
- (c) Comply with reasonable instructions from PEOPLEBANK, and the Client Host site, to assist them in complying with the relevant Health and Safety legislation;
- (d) Familiarize yourself with PEOPLEBANK's workplace health and safety policy manual (www.peoplebank.com.au/whs), and co-operate with policies or procedures relating to health and safety that you have been notified of;
- (e) notify PEOPLEBANK immediately should the Client require the Consultant to perform duties other to those specified in Attachment C or those duties initially specified by the Client at the commencement of the Contract Period; and
- (f) Read and agree to this appendix which confirms your understanding and adherence to the Health and Safety information and guidelines provided.

Safety is everyone's responsibility. Should you believe any work practice or situation to be dangerous, or has the potential to cause harm to you or to others, it is your obligation to advise your Client Supervisor and PEOPLEBANK Account Manager immediately. This will ensure that action can be taken to remedy the situation as soon as possible. However, if it is personally safe to do so, readily correct the unsafe condition yourself.

Client Site Induction

The Client is obliged to perform a Health & Safety induction with you. You will be made aware of the Client site's Health and Safety initiatives/representative(s), emergency evacuation procedures, location of first aid assistance, and other Health & Safety related items. If the client does not perform a Health & Safety induction, please advise your Peoplebank Account Manager.

How to report a hazard / risk / incident /injury

If you are involved in an accident and/or sustain an injury whilst coming to and from work, or whilst at work, you must report it immediately.

Step 1: Report the injury to the first aid officer, if you require on site medical assistance.

Step 2: Report the injury/incident to your client supervisor.

Step 3: If external medical attention is required, please

seek immediately. During the visit, **you must obtain** a Workcover Medical Certificate from the attending Doctor or Hospital.

Step 4: As soon as you have sought medical assistance, advise your PEOPLEBANK Account Manager of as much information as you can regarding the injury/incident. Your Account Manager will then provide you with

the required forms to complete.

Step 5: All completed documents, plus supporting information (such as Workcover Medical Certificate and receipts for costs incurred), must be submitted to the Peoplebank HR Department, within 24 hours of injury. If this is not practicable due to the injury incurred, all documents must be returned as soon as practicable. The HR Department, and Return to Work coordinator, contact details are:

People & Performance
Peoplebank Australia Ltd
Level 14, 15 Blue Street
North Sydney NSW 2060
Phone: (02) 9409 4700
Fax: (02) 9922 1929

Step 6: The claim will be lodged with the Peoplebank Workers Compensation Insurer and you will be notified whether your claim has been accepted.

Step 7: If you are away from work, due to an injury, a rehabilitation program will be developed.

Assignment Specific Safety Information

1. Client Hazards identified – Nil
2. Business type – Corporate
3. Personal Protective Equipment – Nil

By signing this contract with PEOPLEBANK, I understand the contents of the document and will adhere to my responsibilities in ensuring the work environment is safe

for myself and others.

APPENDIX C – Job Description

Database Administrator

- This role will assist the Database Administration team with securely using, maintaining and developing computerised databases throughout the department:
- Working in DBA (SQL and Oracle) for large complex environments
- Working with design/ setup/ Configuration
- Working with database data migrations and cleaning
- Keeping databases up to date and
- Managing database access
- There'd be opportunities to participate in some other aspects of DBA Team's work if desired and capable, but there's no expectation or requirement that the person has these skills
- Working with the data-warehouse to complete ad-hoc data requests and assisting with further troubleshooting