

30th May, 2018

Mr Giovanni (John) Raciti
15 Miles St
Mascot NSW 2020

Via email: Johnraciti@yahoo.com

Subject: OFFER OF CASUAL EMPLOYMENT

Dear John,

Further to recent interviews we are delighted to make you an offer of employment to join Lorgan Pty Ltd and congratulate you on your appointment to the position of **UX Designer**, based out of **Sydney**.

Please find enclosed an Employment Agreement, which outlines the terms and conditions of your employment at Lorgan.

This offer of employment is also conditional on:-

- Confirmation of your eligibility to work in Australia (Citizenship or Permanent Residency). In order to confirm your offer, please indicate your acceptance and agreement of this offer in reply to this email.
- Signing the Employment Agreement where indicated.

John, welcome to Lorgan. You will be a key member of our team and we look forward to the contribution you will make to our business success. We look forward to working with you and would like to see your career with Lorgan will be long and mutually rewarding.

Yours sincerely

A handwritten signature in black ink that reads "Srikanth". The signature is written in a cursive style with a long horizontal stroke at the end.

Srikanth Markonda

CEO
Lorgan

EMPLOYMENT AGREEMENT

We have pleasure in offering you employment with Lorgan Pty Ltd (the “Company”). This letter details the terms and conditions which will apply to your employment with the Company.

1. Position

You will be employed by the Company in the position of UX Designer, based out of Sydney, reporting to whomever the Company may decide from time to time, or at any other location required by the Company.

Term

Your employment is on **casual** basis, and it will commence on 31st May 2018.

2. Hours of work

You are expected to work 8 hours per day plus if required any reasonable additional hours to fulfill your duties. Your daily rate compensates you for all hours worked.

3. Daily rate

AUD \$350 per day (incl Superannuation) for a duration of 10 Working Days.

4. Deductions

We reserve the right while you are working for us, or if your employment is terminated for any reason, to deduct from your remuneration any amount owed by you to us including, but not limited to, any outstanding loans, missing stock, advances or the cost of repairing any damage or recovering any loss to our property that is caused by you in any way.

5. Personal details

You are required to keep the company informed of your current personal details at all times including the person to contact in case of emergency.

6. Computer use

In accepting employment, you agree that computer, internet and email facilities are to be

used only for legitimate business purposes. All computer use will be monitored and recorded. Computer surveillance may be carried out by a range of routine and specific data recording methodologies and will be continuous and on-going.

You also agree to comply with company policies relating to internet and computer usage.

The Company may conduct computer monitoring and surveillance. Computer monitoring and surveillance will be carried out on a regular and ongoing basis by the Company's IT team (or third parties) and may occur at any time following the commencement of your employment.

7. Your obligations

By signing this agreement, you agree that whilst you are employed by the Company you shall:

- maintain a valid and current passport at all times during your employment with the Company and understand that you may be asked to travel to any one of our overseas client, or prospect sites at short notice;
- give the whole of your time, ability and attention in normal working hours to the business and affairs of the Company;
- faithfully and diligently perform the duties and exercise the powers consistent with your position;
- comply with all reasonable directions given to you by the Company;
- observe and comply with the provision set out in any written policy, practice or procedure. Whilst the Company policies apply to your employment, they do not form part of your contract of employment with the Company.
- not to undertake outside work without the express and written permission of your manager;
- assign any Intellectual Property in the work you have done during your employment with the Company exclusively and unconditionally to the Company if the company requests it.

8. Confidentiality during and after employment

By signing this agreement, you agree that during your employment with the Company and after termination of the employment, you shall not disclose or use any confidential information of any kind including, without limitation, any formula, process, method of manufacture, trade secret, record, data, mailing lists, customer lists, or any information concerning the business affairs or customers of the Company which may come to your knowledge, except to the extent that you may be required to disclose information by law or by the requirement of any regulatory body or for the proper performance of your duties.

9. Non-competition

During your employment with the Company, you shall not directly, or indirectly, be

concerned with or interested in any firm, corporation or entity involved in the conduct of or preparation for, any business in competition with, or of a similar nature to, any business for the time being carried out by the Company. Any conflict of interest must be disclosed to the CEO immediately.

After leaving the Company you will not seek (or attempt) to entice, influence, induce or recruit any employees of the Company to leave the Company for a period of 6 months from the day you last worked.

10. Financial interests

You hereby acknowledge that you have no financial interests that might compromise the effective performance of your duties for the Company.

11. Assignment of copyright

By signing this agreement, you agree to assign to the Company all copyright throughout the world in all literary, artistic, intellectual and other materials that you generate in the course of, or in connection with, your employment.

12. Termination on notice

- a. Either party may terminate your employment after the expiry of the probationary period, by giving the other party 10 business days notice in writing. The party terminating the employment will inform the other party of the reason for the termination of employment.
- b. The Company may immediately terminate your employment without notice for any ground warranting summary dismissal.

13. Post Termination

You agree that after termination of this Agreement, however occurring:

- a. You will immediately upon the termination of your employment deliver to the Company all client lists, correspondence, documentation, papers, records, company property, charge or credit cards, security passes or keys and all other property of the Company which may be in your possession or under your control.
- b. You agree that, at any time after termination of your employment, you will not use the name of the Company in any way which might suggest your continued association with the Company and you will not represent yourself as being in any way connected with or interested in the business of the Company.
- c. You also agree that you will not, without the prior written consent of Lorgan, take any action, or make any statement, whether orally or in writing, relating to the Company, your employment or termination. You also agree not to disparage or impugn the reputation or goodwill of Lorgan in any manner.

14. Entire Agreement

This document records the entire agreement between the parties. No previous negotiations, understandings, contracts, agreements, representations, warranties, memoranda or commitments will affect the terms of your employment by the Company as set out in this document.

Please acknowledge acceptance of this contract by signing the attached copy of this letter and returning it to me as soon as possible.

A handwritten signature in black ink, appearing to read "Srikanth", with a diagonal line drawn through the bottom of the signature.

SRIKANTH MARKONDA

CEO
Lorgan Pty Ltd.,