

7 August 2026

Terry Shephard
2 Eucla Place, Sutherland NSW 2232

Dear Terry,

Re: Offer of employment

I am pleased to offer you employment in the position of Project Technician with Integratd Holdings Pty Ltd T/as Integratd Living (Employer).

Please read through the terms and conditions of this offer of employment letter carefully and sign and date your acceptance of them before returning a signed copy.

1. Position

1.1 Role and duties

You will be employed as Project Technician on the terms and conditions in this agreement. Your position will involve the duties and responsibilities set out in Schedule 1, plus such other reasonable duties within your skills, training, experience and lawful authority as the Employer may allocate to you from time to time.

1.2 Reporting

You will report to the Director, or another person nominated by the Employer from time to time. In performing the role, you will work collaboratively with the Employer's project engineering, technical sales and programming, operations and project support, project handover and documentation, research and development, administration and finance functions, together with site personnel, contractors, consultants, suppliers and clients as required.

1.3 Change of role and duties

The nature of your role, duties, responsibilities and reporting lines may be reasonably changed during the term of this agreement to reflect business requirements and your developing capability, provided the change is lawful and does not reduce your minimum entitlements.

1.4 Location

Your primary work location is the Employer's office at Level 1, 11 North Street, Leichhardt NSW 2040. Your role also requires reasonable work at client premises, project sites, supplier locations and other locations connected with the Employer's projects, provided any direction is lawful and reasonable and does not cause unreasonable hardship or inconvenience.

2. Employee obligations

During your employment, you must:

- (a) faithfully and diligently perform the duties and accept the responsibilities assigned to you having regard to your skills, training, experience, licences and lawful authority;

- (b) act honestly and in the Employer's best interests and not use your position for an improper purpose or private benefit;
- (c) use your best endeavours to promote the interests of the Employer;
- (d) not engage in outside employment or business activity that competes with the Employer, misuses confidential information, creates a safety or fatigue risk, interferes with your performance or creates an actual conflict of interest;
- (e) disclose promptly any potential or actual conflict between your personal interests and the interests of the Employer, and any other matter likely to materially affect the performance of your duties;
- (f) take reasonable steps, in consultation with the Employer, to manage any disclosed conflict of interest;
- (g) not make any unauthorised commitment on behalf of the Employer concerning price, scope, deadlines, credits, liability, design approval or contractual variation;
- (h) protect the property, systems, credentials and information of the Employer from theft, damage, misuse or neglect and notify the Employer promptly of any material issue;
- (i) comply with all lawful and reasonable directions; and
- (j) maintain all licences, certifications, clearances and competencies required for assigned duties, promptly disclose any expiry or restriction, accurately record all hours worked, and comply with applicable legal, safety, site and record-keeping requirements.

3. **Commencement date**

Your employment with the Employer will commence on **07 September 2026**.

4. **Probationary period**

- (a) Your continued employment is subject to you satisfactorily completing a probationary period of 6 months. During the probationary period your employment may be terminated by either party providing 1 week written notice, or, in the case of the Employer, payment in lieu, subject to any greater minimum entitlement required by law or an applicable industrial instrument.
- (b) Upon satisfactory completion of the probationary period, your employment will continue in accordance with this agreement.

5. **Term**

Subject to clause 4 (probationary period), your employment is ongoing and will continue until terminated by either party in accordance with this agreement and applicable law.

6. **Hours of work**

- (a) Your ordinary hours of work are an average of 38 hours per week, ordinarily worked during the Employer's usual business hours. The Employer may reasonably determine or vary the pattern of hours, including start and finish times, meal breaks and any rostered-day-off arrangement, having regard to operational requirements and subject to reasonable notice, consultation requirements and any applicable industrial instrument or law.

- (b) You may be requested to work reasonable additional hours. Overtime, penalty rates, allowances, time off in lieu and other payments will be provided where required by an applicable award, enterprise agreement or law.
- (c) Outside your working hours, you may refuse to monitor, read or respond to work contact unless that refusal would be unreasonable under applicable workplace law. The parties will agree practical escalation arrangements for genuine project, client or safety-critical issues.

7. **Salary/Remuneration**

7.1 Remuneration

- (a) The Employer will pay you a gross salary of \$98,800 per annum
- (b) Your remuneration will be paid **fortnightly** in arrears by direct deposit into your nominated bank account.

7.2 Review

- (a) Your remuneration may be reviewed annually by the Employer. A review does not guarantee an increase, and any adjustment will be confirmed in writing.
- (b) In reviewing your remuneration, the Employer will take into account the following factors:
 - (i) the standard of your performance;
 - (ii) the Employer's performance and business circumstances; and
 - (iii) your responsibilities, capability, contribution, conduct and development.

7.3 Award entitlements (if any)

Any modern award or enterprise agreement that applies to your employment, and the classification determined by the duties actually performed, will apply as a matter of law and does not form part of this agreement. The Employer will notify you of any applicable award and classification and will review them if the major and substantial duties of the position materially change.

- (a) Your remuneration must not be treated as absorbing, offsetting or reducing an award or statutory entitlement unless the relevant entitlement is clearly identified in writing and the arrangement remains lawful in each pay period.
- (b) The Employer will pay any shortfall and will provide overtime, penalty rates, allowances, loadings and other entitlements where required. You have the workplace right to disclose, or not disclose, your pay and employment conditions as provided by law.

8. **Superannuation**

8.1 Superannuation contributions

- (a) In addition to your remuneration, the Employer will make superannuation contributions at 12% of ordinary time earnings, or any higher statutory rate, into your nominated complying fund in accordance with law.
- (b) You must provide to the Employer written notice of your choice of superannuation fund before you commence your employment.

8.2 Superannuation salary sacrifice

- (a) By agreement with the Employer, you may contribute additional superannuation contributions in addition to the Employer's compulsory superannuation guarantee contributions, provided that this does not result in any disadvantage to you or the Employer. This arrangement is known as a superannuation salary sacrifice arrangement.
- (b) You must nominate the amount to be sacrificed and you must provide the Employer with the relevant authorisations and information required.
- (c) You may make changes with respect to superannuation salary sacrifice at any time.

9. Expenses

Upon production of a receipt, you will be reimbursed for all reasonable work-related expenses necessarily incurred by you in performing your duties under this agreement.

10. Leave

10.1 Annual leave

- (a) You will be entitled to 4 weeks of paid annual leave per year of service, accruing progressively, together with any annual leave loading required by an applicable industrial instrument. Annual leave must be taken at a time approved by the Employer, acting reasonably.

10.2 Long service leave

You will be entitled to long service leave entitlements in accordance with the long service leave legislation applicable to your employment.

10.3 Personal/Carer's and compassionate leave

- (a) You will be entitled to 10 days of paid personal/carers leave per year of service, accruing progressively, if you cannot attend work due to illness or injury or need to care for or support an immediate family or household member because of illness, injury or emergency.
- (b) Untaken paid personal/carers leave accumulates from year to year but will not be paid out on termination.
- (c) You will also be entitled to unpaid carers leave where required by the National Employment Standards.
- (d) You will be entitled to compassionate leave in accordance with the National Employment Standards.
- (e) Untaken compassionate leave does not accumulate from year to year and will not be paid out if your employment ends.
- (f) The Employer may require reasonable evidence for personal/carers or compassionate leave in accordance with applicable law and the Employer's lawful procedures.
- (g) You must give the Employer notice of your taking of personal/carers or compassionate leave as soon as practicable. You must also advise the Employer of the period or expected period of leave.

10.4 Domestic violence leave

You will be entitled to 10 days of paid family and domestic violence leave each year in accordance with the National Employment Standards. The entitlement is available in full from the commencement of employment and renews on your work anniversary.

10.5 Community service leave

You may be entitled to community service leave in accordance with the Fair Work Act 2009 (Cth).

10.6 Parental leave

You will be entitled to parental leave in accordance with the Fair Work Act 2009 (Cth).

10.7 Other leave

Subject to the requirements stipulated by the Employer, you may also be granted other leave (such as study leave) at the Employer's sole discretion.

11. Termination

11.1 Termination by Employer without notice

The Employer may terminate employment without notice for serious misconduct where permitted by law.

11.2 Termination by either party on notice

- (a) Your employment may be terminated by either party giving the following notice in accordance with the National Employment Standards:

Period of continuous service	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) If, at the date of termination, you are over the age of 45 years and you have completed at least 2 years of continuous service with the Employer, you will be entitled to a further 1-week notice. The Employer may choose to make payment to you in lieu of notice.

11.3 Payments and adjustments on termination

- (a) On termination, the Employer will pay all final entitlements required by law, including accrued wages, superannuation and accrued leave entitlements that must be paid out.
- (b) Any deduction from final pay may be made only where specifically permitted by law or an applicable industrial instrument, or supported by a genuine and sufficiently specific written authorisation.

11.4 Obligations on termination — return of Employer property

On termination of your employment you must:

- (a) immediately return to the Employer all property of the Employer in your control or possession including but not limited to all documents, records, reports, computers and software, equipment, confidential information, credit cards, keys and security passes; and
- (b) provide to the Employer all relevant passwords, if any, to computers, systems or computer files which have been in your care or control during your employment.

12. Policies and procedures

- (a) You agree to be bound by the policies, written codes of conduct, and practices or procedures of the Employer as may exist and be varied from time to time. These include (but are not limited to) policies in relation to:
 - (i) discrimination, harassment, victimisation, bullying and grievance procedures;
 - (ii) work health and safety, smoking and workplace surveillance;
 - (iii) gifts, inducements and bribes;
 - (iv) codes of conduct; and
 - (v) confidentiality and intellectual property.
- (b) You agree to read and reacquaint yourself with the policies of the Employer and their variations from time to time.
- (c) The policies of the Employer do not form part of this employment contract unless expressly stated otherwise.

13. Fair Work Information Statement

A copy of the Fair Work Information Statement has been provided to you as an attachment to this letter. Your signature at the end of this letter confirms your receipt of the Fair Work Information Statement.

14. Confidentiality

- (a) For the purposes of this clause, **Confidential Information** includes information about the Employer's business, products and services (including future products and services), financial information, pricing, terms of trade, suppliers and customers, contracts and arrangements, plans, strategies and forecasts, research and development information, and any other information designated as confidential by the Employer.
- (b) You must not, during or after employment, disclose Confidential Information except in the proper course of employment, as authorised by the Employer, as required by law, or as part of a protected disclosure or lawful exercise of workplace rights.
- (c) You must use Confidential Information only for authorised work and must not use it in a manner that may unlawfully injure or cause loss to the Employer. Nothing in this agreement prevents lawful discussions about pay and employment conditions.
- (d) All Confidential Information remains the property of the Employer.

- (e) At the end of your employment you must return any of the Confidential Information in your possession or control.

14.1 Definitions

Confidential Information means all non-public information of **Integratd Holdings Pty Ltd**, including but not limited to: source code, drawings, schematics, sequences, PLC/BMS configurations, Simpro data, project files, pricing, margins, proposals, client and supplier lists, credential keys, device addressing, policies, and any personal information held by **Integratd Holdings Pty Ltd**.

Company Materials means all equipment, documents, data, media, records and accounts (including logins, repositories, drives, devices and backups) provided or created in the course of employment.

Clients means any person or entity to whom **Integratd Holdings Pty Ltd** has supplied goods/services in the 12 months prior to termination, or with whom there were active proposals or negotiations.

Restricted Employee/Contractor means any employee or contractor of **Integratd Holdings Pty Ltd** with whom the Employee had material dealings in the 12 months prior to termination.

14.2 Confidentiality

- (a) The Employee must keep Confidential Information strictly confidential, use it only for the proper performance of duties, and not disclose it to any person without written consent.
- (b) These obligations apply during employment and indefinitely after termination.
- (c) The Employee must not copy, export, scrape, download in bulk, or otherwise extract Confidential Information (including databases, contact lists, device maps, drawings, pricing or code) except as necessary to perform duties.

14.3 Intellectual Property and Works Made in Employment

- (a) The Employee assigns to Integratd Holdings Pty Ltd all intellectual property rights in works, inventions, designs, schematics, diagrams, code, configurations, databases, documentation and other work product created in the course of employment, within assigned duties, for an Employer project, or using substantial Employer resources. Assignment is effective on creation to the extent permitted by law.
- (b) The Employee must promptly disclose such IP, execute documents and do all acts reasonably required to vest title in **Integratd Holdings Pty Ltd**.
- (c) **Moral rights consent:** to the extent permitted by law, the Employee consents to **Integratd Holdings Pty Ltd** doing acts or omissions in respect of such works that may otherwise infringe moral rights (including editing, not attributing authorship, or combining works).
- (d) The Employee must not knowingly introduce third-party confidential information or licensed or restricted code into work product without written approval. Intellectual property demonstrably created before employment or wholly outside employment without Employer confidential information or substantial resources remains the Employee's unless otherwise agreed in writing.

14.4 Company Materials and Property

- (a) All Company Materials are and remain the property of **Integratd Holdings Pty Ltd**.

(b) The Employee must not store Company Materials on personal cloud accounts or personal devices except where explicitly authorised and subject to **Integratd Holdings Pty Ltd** security controls.

14.5 Return and Deletion on Request or Termination

(a) On request or on termination, the Employee must immediately return all Company Materials (including laptops, phones, access cards, drawings, code repositories, configuration files, licences and credentials).

(b) On request, the Employee must provide written certification that all **Integratd Holdings Pty Ltd** data has been permanently deleted from personal devices, storage and cloud services, and must provide reasonable assistance to verify deletion.

(c) The Employee must provide up-to-date passwords, keys and access details necessary for **Integratd Holdings Pty Ltd** to access systems and continue operations.

14.6 Conflicts and Use of Company Opportunities

(a) The Employee must not, without prior written consent, engage in any outside employment or business activity that competes with **Integratd Holdings Pty Ltd** or creates a conflict of interest.

(b) The Employee must not divert to themselves or others any business opportunity, tender, request for proposal, or lead that the Employee becomes aware of through employment.

14.7 Non-Solicitation and Non-Dealing (Clients)

For 6 months after employment ends, the Employee must not, for a competing business, knowingly solicit business from a Client with whom the Employee had material dealings during the final 12 months of employment where the solicitation concerns competing services the Employee materially supported for that Client. This does not prevent responding to an unsolicited approach or accepting employment with a competitor.

14.8 Non-Solicitation (Employees/Contractors)

For 6 months after employment ends, the Employee must not knowingly solicit a Restricted Employee/Contractor to leave **Integratd Holdings Pty Ltd** where the Employee worked closely with that person during the final 12 months of employment.

14.9 Protection of Data, Credentials and Systems

(a) The Employee must not create backdoor access, retain copies of credentials, or interfere with security controls.

(b) Password managers or key stores containing company credentials must be surrendered or transferred on request or termination.

(c) The Employee must not access **Integratd Holdings Pty Ltd** systems after termination without written permission.

14.10 Equitable Relief and Acknowledgements

(a) The Employee acknowledges that a material breach of confidentiality, intellectual property, data security, property return or narrowly framed non-solicitation obligations may cause harm for which damages may be inadequate. Integratd Holdings Pty Ltd may seek lawful injunctive relief in addition to other available remedies.

(b) Any restraint in this agreement applies only to the minimum extent reasonably necessary and enforceable under applicable law.

14.11 Survival

The obligations concerning confidentiality, intellectual property, company property, data security and any enforceable post-employment restraint survive termination.

15. General

15.1 Severability

Part(s) or all of any clause(s) of this agreement that are or become illegal, void or unenforceable will be ineffective and severed from this agreement to the extent that they are illegal, void or unenforceable. The remaining provisions of this agreement will continue in force.

15.2 Relationship between parties

The parties agree this agreement will create the relationship of Employer and employee between them. It is not the intention of the parties to create any other relationship and, in particular, the relationship of principal and contractor or the relationship of partners.

15.3 Notices

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

15.4 Variation

The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the Employer.

15.5 Entire agreement

This agreement is the sole agreement between the parties which relates to the terms and conditions under which you are employed by the Employer. The parties expressly acknowledge that no representations or warranties have been given by either of them other than those contained in this agreement.

15.6 Governing law

This agreement will be governed by the laws of New South Wales and the parties agree that they will submit to exclusive jurisdiction of the courts of New South Wales and courts entitled to hear appeals from those courts.

Acceptance

Would you kindly sign and return the enclosed copy of this letter to Arian Yeganeh to confirm acceptance of this offer of employment.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Arian Yeganeh', written over a horizontal line.

Arian Yeganeh
Director
Integratd Holdings Pty Ltd

I, Terry Shephard, accept and agree to the terms and conditions of employment contained in this letter and acknowledge that I have received a copy of the Fair Work Information Statement.

Signature

Date

Print name

SCHEDULE 1

1 Duties and responsibilities

Role purpose

The primary purpose of the position is to support and coordinate the effective delivery of residential, commercial and multi-residential building automation and audiovisual projects throughout the project lifecycle. The Employee will maintain accurate project visibility, support technical delivery, coordinate stakeholders, identify and escalate risks, assist with commissioning and handover, and contribute to continuous improvement.

Project delivery and project control

- maintain accurate oversight of active and upcoming projects, including scope, milestones, programmes, actions, owners, due dates, dependencies, decisions, documentation, resources, risks and outstanding items;
- coordinate project activities across consultation, design, procurement, rough-in, fit-off, programming, commissioning, handover, close-out and post-handover support;
- prepare, maintain and update project plans, programmes, action registers, readiness checklists, defect lists, delivery schedules and other project-control records required by the Employer;
- monitor progress against approved scope, timing, quality, cost, resource and customer requirements, identify actual or likely variances and escalate them promptly;
- record decisions, instructions, actions, responsible persons and due dates arising from meetings, calls, site visits and project communications, and follow them through to closure;
- manage competing priorities across multiple projects and workstreams, make dependencies and blockers visible and recommend practical next steps; and
- support project reviews, quality checks, practical-completion activities and close-out so work is not treated as complete while required actions remain outstanding.

Stakeholder coordination and communication

- provide the Director or nominated manager with concise and accurate reports on project status, priorities, risks, decisions required, proposed actions and material changes;
- coordinate information and activities between the Project Engineering, Technical Sales and Programming, Operations and Project Support, Project Handover and Documentation, Research and Development, Administration and Finance functions;
- liaise professionally with clients, builders, electricians, contractors, consultants, architects, suppliers, manufacturers and other project stakeholders as required;
- facilitate or participate in project, technical, site and coordination meetings and ensure agreed outcomes are accurately documented and communicated; and
- communicate progress, issues and next steps within delegated authority and refrain from making commitments concerning price, scope, design, timing, credits, liability or contractual variations without approval.

Site readiness, procurement and logistics

- review approved scope, design intent, drawings, schematics, schedules, specifications, bills of materials and other technical or project information relevant to delivery;
- attend site surveys, inspections, coordination meetings and project works as reasonably required, and verify matters such as access, cable pathways, services, builder and electrician progress and site constraints;
- confirm readiness before site attendance or installation, including current documents, approved scope, required materials, access arrangements, dependencies, safety requirements, responsible persons and open actions;

- assist with equipment and material schedules, purchasing requirements, supplier follow-up, stock allocation, picking slips, packing, project deliveries, returns and reconciliation of project materials;
- perform or assist with workshop preparation, rack assembly, equipment labelling, wiring, termination, testing and quality checks within the Employee's competence, licences and lawful authority; and
- take reasonable care of tools, test equipment, vehicles, stock, devices and work areas used in the course of employment and promptly report loss, damage, defects or shortages.

Technical delivery, programming and commissioning

- support practical design review, feature development, system integration planning, technical documentation and constructability assessment within the Employee's competence;
- perform or assist with the installation, setup, configuration, integration and testing of building automation, audiovisual, lighting, climate and shading, energy, access and security, networking and audio systems as assigned;
- undertake training in Loxone Config and other platforms, software, programming standards, testing methods and documentation procedures used by the Employer;
- perform supervised and, when authorised, independently assigned pre-programming, configuration, device addressing, input and output mapping, logic, interface, testing and documentation tasks;
- assist with fit-off, commissioning, functional testing, fault finding, diagnosis, defect rectification and verification of delivered system behaviour;
- capture and maintain test results, commissioning records, photographs, configuration files, backups, version records, device information, changes and as-built technical information;
- identify technical risks, defects, conflicts or departures from design intent and promptly refer matters requiring engineering, programming, safety or commercial approval; and
- progressively assume responsibility for defined technical modules, programming tasks or workstreams as competence is demonstrated and authority is given.

Service, handover and operational support

- receive, triage and assist with service requests by establishing symptoms, impact, urgency, relevant history and available evidence;
- perform or coordinate authorised remote and on-site diagnosis, testing, maintenance, repair, replacement, warranty and defect-resolution activities within the Employee's competence and authority;
- coordinate the appropriate technical response, maintain accurate service records and provide timely and professional customer updates without making unauthorised commitments;
- support handover readiness by confirming testing, outstanding items, defects, variations, backups, user setup, permissions, training requirements and final project information;
- prepare or provide accurate inputs for customer handover documents, operating guides, as-built records, system descriptions, troubleshooting information and project close-out records;
- assist with customer and user training, demonstrations, system familiarisation and reasonable post-handover support as directed; and
- document recurring faults, root causes and resolutions and help convert repeated issues into reusable fixes, support procedures and knowledge resources.

Systems, records and continuous improvement

- maintain complete, accurate and timely project and service records in Simpro and any other systems, registers, repositories or file structures approved by the Employer;
- complete required timesheets, notes, reports, forms, checklists, photographs, test records and administrative tasks associated with assigned work;
- create, maintain and improve checklists, templates, instructions, standard operating procedures, project notes, troubleshooting records and workflows where they support consistent delivery;
- identify recurring project, technical, service or handover issues and recommend practical improvements to quality, efficiency, communication and risk control;
- share knowledge and provide reasonable assistance, guidance or training to other personnel within the Employee's competence and delegated authority; and
- comply with applicable work health and safety, electrical and cabling licensing, site, privacy, cybersecurity, quality, environmental and record-keeping requirements.

General duties and flexibility

The duties listed in this Schedule are indicative and are not exhaustive. The Employee must perform any other duties that are lawful and reasonable, within or reasonably related to the Employee's position, skills, competence, training, experience, licences and authority, or that the Employee can safely perform with reasonable training and supervision.

The Employer may reasonably vary the allocation, priority and scope of duties, reporting arrangements and project assignments from time to time to meet operational requirements and the Employee's developing capability, provided that no variation reduces the Employee's minimum statutory or industrial entitlements.