

31 January 2023

Name

Dear Name,

I am pleased to offer you casual employment with Oceanic Offshore Pty Ltd (**Company**). The terms and conditions of the offer are set out below (**Agreement**).

1. CONTRACT OF SERVICE

- 1.1 Subject to your acceptance of the terms and conditions contained in this Agreement, your employment will commence on 31/01/2023.
- 1.2 You will be employed on a casual basis and will be required to carry out the duties prescribed in the supplied job description. The Company may vary your duties at any time provided the variation is reasonable and within your skills, competence and training.
- 1.3 As a casual employee, you will be engaged by the Company to work on an “as required” basis. The Company does not guarantee you regular or ongoing work.
- 1.4 This Agreement contains terms and conditions which apply to each engagement you accept with the Company. Each engagement is a stand-alone period of employment.

2. INDUSTRIAL INSTRUMENTS

- 2.1 In addition to the terms and conditions of employment contained in this Agreement, some of your terms and conditions of employment with the Company may be contained in an industrial instrument, such as an enterprise agreement.
- 2.2 The Company has two enterprise agreements in place for Commercial Diving.
 - 2.2.1 The industrial instrument applicable to your employment when performing offshore diving work is the *Oceanic Offshore Pty Ltd Diving Enterprise Agreement 2014*. Copy available on request.
 - 2.2.2 The industrial instrument applicable to your employment when performing inshore diving work is the *Oceanic Offshore ODS Enterprise Agreement 2013*. Copy available on request.
- 2.3 The Company shall align with an accepted agreement for vessel and / or maritime works.
 - 2.3.1 The industrial instrument applicable to your employment when performing solely vessel and / or maritime work is the *Bhagwan Marine Pty Ltd North West Vessel and Maritime Unions Enterprise Agreement 2015*. Copy Available on request.

3. WORK LOCATION

- 3.1 On commencement of employment you will be located in Dampier.
- 3.2 Subject to the Company's operational requirements you may be required to perform your duties at such other locations as directed by the Company from time to time.

4. HOURS OF WORK AND ROSTER

- 4.1 You are required to work such hours as are reasonably necessary for you to perform your duties under this Agreement.
- 4.2 Your hours of work are those specified in the enterprise agreement applicable to your employment.

5. REMUNERATION AND ALLOWANCES

- 5.1 You will be paid at the rate, and, receive the allowances, as specified in the applicable enterprise agreement.
- 5.2 If you are assigned to work on a specific project you may be paid a higher rate of pay or additional allowances than provided for under the applicable enterprise agreement. Such project specific rates and allowances are payable from time to time at the Company's discretion. The Company will notify you of any applicable project specific rates and allowances.

6. SUPERANNUATION

The Company will make superannuation contributions on your behalf in accordance with the applicable enterprise agreement.

7. LEAVE

As a casual employee, you are not entitled to any form of paid leave. You may take unpaid leave in accordance with the *Fair Work Act 2009* (Cth) (**FW Act**).

8. STAND DOWN

In the event that you cannot be usefully engaged because of industrial action, a breakdown in machinery or any stoppage of work for any cause which the Company cannot reasonably be held responsible, you may be stood down without pay.

9. TERMINATION OF EMPLOYMENT

- 9.1 As a casual employee, you understand and accept that at any time during your employment the Company may terminate your employment by providing you with 4 hours' notice. The Company may elect to make a payment to you in lieu of notice or any part of it.
- 9.2 If you engage in serious misconduct or gross negligence, the Company may terminate your employment effective immediately.

10. FITNESS FOR WORK



- 10.1 Prior to your initial engagement the Company may require you to undertake such medical examinations, including drug and alcohol screening, as it considers reasonably appropriate to establish your fitness to perform your duties under this Agreement.
- 10.2 From time to time during your employment, you may be required to undergo a medical examination, including drug and alcohol screening, to confirm you are fit to undertake the duties of your position. You agree to undergo such tests as directed by the Company.
- 10.3 All medical examinations must be undertaken by a duly qualified medical practitioner as nominated by the Company, to ensure your health and fitness is compatible with the requirements of the position.
- 10.4 Failure to undertake a medical examination may lead to disciplinary action which may lead to termination of employment.

11. ALCOHOL AND DRUGS

- 11.1 It is a requirement that you are not adversely affected by alcohol or drugs during work hours.
- 11.2 Smoking of cigarettes, cigars and other tobacco substances has been proven to be a health hazard and is not allowed in any enclosed public space in the Company workplace. Smoking as per government regulations is also banned 5 metres from building entrances and 10 metres from air conditioning vents.
- 11.3 You will be subject to random drug and alcohol tests throughout your employment. Random drugs and alcohol testing is undertaken regularly. You agree to undertake such testing as required by the Company. No illicit drugs are permitted on any work site and you are not permitted to attend work or operate machinery while in any way intoxicated or under the influence of drugs or alcohol.
- 11.4 If you return a positive test or fail to undertake a test, you may face disciplinary action which may lead to termination of your employment.
- 11.5 If you are taking medication, or suffering from any condition that may affect or limit your ability to carry out work, you must advise your supervisor immediately. Failure to do so may result in disciplinary action which may lead to termination of your employment.

12. CERTIFICATION AND RENEWALS

- 12.1 You are required to provide copies of all relevant certification required for the course of your employment.
- 12.2 You are required to carry with you your ADAS certification, log book and other relevant certification at all times for inspection.
- 12.3 You are responsible for ensuring that all certifications are in date and are to forward copies of renewed certification to the office prior to commencement of employment or each engagement.

13. CODE OF CONDUCT AND POLICIES AND PROCEDURES



- 13.1 The Company has developed various policies and procedures to assist with the administration of its business and to provide guidance about operational matters.
- 13.2 The Company's policies and procedures do not form part of this Agreement. However, where they place obligations on you, it is a condition of your employment that you comply with them at all times.
- 13.3 The Company may, from time to time, amend its existing policies and procedures or introduce new policies and procedures. You agree to comply with all policies and procedures.

14. CONFIDENTIALITY

- 14.1 Confidential information of which you become aware or generate in the course of your employment is to be used solely for the purpose of performing your duties and should not be disclosed to third parties.
- 14.2 In the course of performing your duties, you will be handling information concerning the Company, including, but not limited to, financial, accounting, technical, statistical and personnel information. All such information is confidential and will not be disclosed, directly or indirectly, to any person other than authorised agents of the Company.
- 14.3 At the end of each engagement or on termination of your employment, you agree not to remove, retain, copy or utilise any confidential, privileged or proprietary information or property of the Company.

15. COMPANY PROPERTY

At the end of each engagement or termination of your employment, or on request, all property belonging to or relating to the business of the Company must be returned to your supervisor. Property includes, but is not limited to, all books, documents, papers, materials, keys, confidential information and computer software.

16. NON-COMPETITION

- 16.1 Unless you have obtained written consent from the Company, during your employment you must not:
 - 16.1.1 Undertake, carry on, be employed or engaged in, whether directly or indirectly, any business or activity that is the same or similar to the part/s of the Company's business;
 - 16.1.2 Solicit, canvass, approach or accept any approach from a person or organisation who is a client, customer of, a supplier or contractor to, or investor to the Company;
 - 16.1.3 Solicit, interfere with or endeavour to entice away from the Company any employee, contractor or consultant of the Company.



16.2 Unless you have obtained written consent from the Company you must not for the period specified in item 1 of the **Schedule** (restraint period) after your employment ends (for whatever reason), in the areas specified in item 2 of the **Schedule** (Restraint Area):

16.2.1 Solicit, canvass, approach or accept any approach from a person or organisation who was at any time during the 12 months prior to your employment ending, a client, customer of, a supplier or contractor to, or investor to the Company;

16.2.2 Solicit, interfere with or endeavor to entice away from the Company any employee, contractor or consultant of the Company.

16.3 Each restraint contained in this Agreement (resulting from any combination of the wording in 16.2) constitutes a separate and independent provision, severable from the other restraints. If a court of competent jurisdiction finally decides any such restraint to be unenforceable or whole or in part, the enforceability of the remainder of that restraint and any other restraint will not be affected

17. GENERAL

The terms and conditions set out above can only be altered in writing signed by both you and the Company.

18. GOVERNING LAW

The validity, enforceability, construction and interpretation of this Agreement will be governed by the laws of the State of Western Australia, and where applicable the laws of the Commonwealth of Australia.



OCEANIC OFFSHORE^{PTY}_{LTD}
Commercial Diving Services

Oceanic Offshore Supply Base
PO Box 912
Karratha WA 6714
Telephone (08) 9183 6777

Please confirm your acceptance of these terms and conditions by signing the Agreement below.

Yours faithfully

Troy Nuttall
Managing Director
Oceanic Offshore Pty Ltd

I confirm that I have read and understood this Agreement and that I accept all terms and conditions of the Company's offer of employment.

Signature

Employee Name (Print)

Date



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SCHEDULE

ITEM 1

Restraint Period means, from the date of termination of your employment:

- (a) 15 months;
- (b) 13 months;
- (c) 12 months.

ITEM 2

Restraint Area means:

- (a) Australia;
- (b) The State or Territory in which you are employed at the date of termination of your employment;
- (c) Dampier.