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MAMMOTH UNDERGROUND

31 July 2026

Chris Devreede
chrisdevreede92@gmail.com

Dear Chris,

Employment Offer

We are pleased to offer you a position as a Level 3 Advanced Mineworker (Miner Driver) with Mammoth Underground Mine Management Pty Ltd (Mammoth), subject to the terms and conditions in the attached "Contract of Employment" and the *Mammoth Underground Mine Enterprise Agreement 2024*.

At Mammoth Underground, we aim to be a global leader in the mining industry, consistently providing coal with simplicity and reliability. Our team embodies the principles of discipline, agility, and collaboration while maintaining humility and striving for excellence. This is supported by our core values of unity, striving for the best, fostering a caring culture, following through on our promises, and mutual trust.

We consider you to be an essential part of our brand and success. It is a privilege to offer you a position with our company and we look forward to working together to achieve something remarkable for the industry.

We are excited to have you join our team.

Yours sincerely,

Signed by:
Russell Uhr
E309411ABF28425...

Russell Uhr
General Manager / SSE
Mammoth Underground Mine Management Pty Ltd

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CONTRACT OF EMPLOYMENT

Between:

Mammoth Underground Mine Management Pty Ltd

and

Chris Devreede

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MAMMOTH UNDERGROUND

1. Terms and Conditions of Employment

(a) The terms and conditions of your employment are as expressed in this Contract of Employment (Contract) and the *Mammoth Underground Mine Enterprise Agreement 2024* (Enterprise Agreement), whilst it applies to you. The Enterprise Agreement does not form part of this Contract but is a separate statutory document which applies by law.

(b) While the Enterprise Agreement (or another enterprise agreement) applies to you, it will prevail over the terms in this Contract to the extent of any inconsistency.

2. Entire Contract

(a) This Contract and the Enterprise Agreement represents the entire agreement covering the terms and conditions of your employment, replacing all previous representations, agreements or contracts of employment.

3. Commencement

(a) Your employment under this Contract with Mammoth Underground Mine Management Pty Ltd (Mammoth) will commence on a date mutually agreed between you and Mammoth.

(b) The offer of employment is subject to, and conditional upon, you holding or obtaining acceptable health and functional capacity assessments that meet industry regulations and Mammoth's health and fitness standards and risk assessments. If you do not obtain acceptable health and functional capacity assessments that meet industry regulations and Mammoth's health and fitness standards and risk assessments, this Contract will not commence and the offer of employment will be withdrawn.

4. Probationary Period

(a) Your position is subject to a Probationary Period of 6 months.

(b) During the Probationary Period, either Mammoth or you may terminate your employment, for any reason, on one week's written notice or, in the case of Mammoth, payment in lieu of notice.

5. Position & Duties

(a) You will be employed in the position of Level 3 Advanced Mineworker (Miner Driver) on a full-time basis. Maintaining this Level is dependent on your continued performance in this role to the reasonable satisfaction of Mammoth. Failure to maintain the standards of performance required at this Level, may result in a reduction to your Level and a consequent reduction in your rate of pay, and/or participation in a performance management program.

(b) You will perform duties in accordance with Mammoth's directions including carrying out any work in any area of the operation that is within your competence, subject to any safety and statutory requirements.

(c) You may also be required to acquire new skills and undertake training as required to meet the needs of the business and may be required to train others as directed, if qualified and authorised, where necessary.

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(d) Mammoth is not obliged to provide you with work or require you to undertake your duties during any part of your employment.

6. General Responsibilities

(a) You must:

i. perform your duties in a proper and efficient manner to the best of your knowledge and ability and, while at work, devote the whole of your time, attention and skill to performing your duties;

ii. perform your duties faithfully and diligently, and use your best endeavours to promote the business interests and reputation of Mammoth;

iii. display appropriate ethical standards and develop relationships based on trust, respect and integrity;

iv. comply with Mammoth's policies and procedures as implemented or changed from time to time. Such policies and procedures do not form part of this Contract.

7. Place of Employment

(a) You will be based at the Mammoth Underground Mine in Central Qld, however, you may be required to travel to other locations from time to time or to work at other locations as reasonably required by Mammoth.

8. Hours of Work

(a) You will be required to work the hours that are reasonably necessary to perform your role and roster which will include ordinary hours, rostered overtime hours and reasonable additional hours as required by Mammoth from time to time.

(b) You will initially be rostered to work a 7 on, 7 off 12 hour rotating day/night roster, however you may be required in the future to work other rosters, shift patterns, shift lengths or to change start and finish times or change shift panels within a roster.

9. Remuneration

(a) The ordinary hourly rate applicable to your classification is contained in the Enterprise Agreement.

(b) You will be paid a flat hourly rate for all hours worked, calculated to include rostered overtime, weekend and shift work penalties applicable to your roster, which may change if the roster you work is changed.

(c) An example of how the flat hourly rate is calculated is included in Appendix 1 of the Enterprise Agreement.

(d) You are also entitled to the Allowances and Bonus contained in the Enterprise Agreement while it applies to you.

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(e) You will be paid fortnightly in arrears. Any underpayments will be rectified as soon as practicable and any overpayments will be recovered, following discussion with you, at an agreed or reasonable rate.

(f) In addition to your salary, Mammoth will make superannuation contributions as required by legislation and in accordance with the Enterprise Agreement, while it applies to you.

10. Leave

(a) You are entitled to leave in accordance with the National Employment Standards and the Enterprise Agreement while it applies to you.

11. Relationship to Awards, Industrial Instruments & Laws

(a) The wages and benefits contained in this Contract and the Enterprise Agreement compensate you for all work performed including, but not limited to, any salary and wages, loadings, penalty rates, allowances and any other entitlements which may apply under any award, other industrial instrument or law.

(b) To the extent that your wages and benefits, as set out in this Contract and the Enterprise Agreement, constitute an overpayment of what you would otherwise be entitled to receive under any award, other industrial instrument or law, you agree that the overpayment amount can be offset against any underpayment of entitlements under any applicable award, industrial instrument or law, irrespective of what entitlements your wages and benefits are expressed to be for.

(c) Any entitlement under an industrial instrument will be calculated by reference to the applicable minimum rate of pay in the industrial instrument.

12. Workplace Health and Safety

(a) While at work, you must:

i. comply with Mammoth's health and safety policies, procedures, directions and management system;

ii. take reasonable care that your acts or omissions do not adversely affect the health and safety of you or other persons or pose an unacceptable level of risk to yourself or others;

iii. exercise due diligence to ensure that Mammoth meets its workplace health and safety obligations.

13. Fitness for Duty

(a) You must at all times comply with the Fitness for Duty policies which cover the prohibited use and effect of drugs and alcohol as well as fatigue and other physical and psychological impairment. Failure to comply may result in disciplinary action up to and including termination of employment.

(b) You can also be directed to undertake medical examinations if Mammoth has concerns regarding your fitness to undertake your duties and you must undertake such medical examination by a doctor or other health professional, nominated by Mammoth. You agree that the results of any

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assessment may be disclosed to Mammoth and may be used by Mammoth to manage your employment.

14. Conflicts of Interest

(a) During your employment, you must not, without the prior written consent of Mammoth, accept any appointment, or be involved in any other business or occupation, that would:

i. result in you competing directly or indirectly with Mammoth;

ii. adversely affect Mammoth; or

iii. hinder the proper performance of your duties and responsibilities.

(b) You must not ask for or accept from anyone who deals with Mammoth, any money or benefits without Mammoth's prior written consent.

15. Confidential Information

(a) You agree to treat as confidential, all information relating to Mammoth and its related companies or relating to clients, customers or suppliers of Mammoth that is not generally available to the public. You agree not to disclose such information except in the proper performance of your duties or where you are required to do so by law.

(b) Your obligations contained in this clause continue after your termination of employment.

16. Workplace Surveillance

(a) This clause serves as notice to you that Mammoth may conduct surveillance of employees during the course of work. Surveillance will start from an employee's first day of work and will continue throughout the course of employment

(b) Ongoing or intermittent tracking surveillance may occur during your use of Mammoth vehicles, mobile devices or other things, whose location is capable of being tracked.

(c) Ongoing or intermittent computer surveillance may occur during your use of Mammoth's computers or other devices capable of surveillance.

(d) Ongoing or intermittent camera surveillance may occur during the course of your work.

(e) Surveillance data may be used or disclosed for a number of purposes, including but not limited to the operation of work health and safety procedures, employee performance management and the improvement of business practice.

17. Privacy and Personal Information

(a) You agree that Mammoth may collect, use, store and disclose your personal information for any lawful purpose relating to your employment or the conduct of Mammoth's business.

18. Termination of Employment

(a) You may terminate your employment by providing Mammoth with 1 week's notice or forfeiting 1 week's pay instead of giving that notice.

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(b) Mammoth may terminate your employment by providing you with the following notice period or paying your in lieu of notice for that period:

Period of Continuous Service with Mammoth	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More that 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(c) The period of notice in the table above will be increased by 1 week if you are over 45 years old and have completed at least 2 years continuous service with Mammoth.

(d) This clause does not affect the right of Mammoth to terminate your employment without notice, or payment in lieu of notice, in the event you engage in serious misconduct.

(e) Upon termination of your employment (or at any other time upon request by Mammoth) you must immediately return all property belonging to Mammoth, that is in your possession or control.

(f) You authorise and direct Mammoth to withhold, upon termination of employment, any monies you owe Mammoth and had not repaid at the time of termination of employment including, but not limited to, paid leave in advance of it accruing, payroll overpayments and personal expenditure paid for by Mammoth.

19. Severability

(a) Should a court or commission hold that any clause or part-clause in this document is invalid, unenforceable or illegal for any reason, this agreement will remain otherwise in full force, apart from such clause or part-clause, which will be deemed to be deleted.

20. Governing law and jurisdiction

(a) This document will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the courts of Queensland.

21. Amendments

(a) This document may only be amended by written agreement between the parties.

22. Fair Work Information Statement

(a) You acknowledge, that immediately prior to commencing employment, Mammoth provided you with access to the Fair Work Information Statement.

(b) The Fair Work Information Statement can be viewed at: https://www.fairwork.gov.au/employment-conditions/national-employment-standards/fair-work-information-statement.

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23. Acceptance by Employee

(a) By signing this Contract, you agree that you have read, understand and agree to all terms and conditions that apply to your employment, as outlined in this Contract.

Signing page

EXECUTED as an agreement

Executed by **Mammoth Underground Mine Management Pty Ltd ACN 675 032 489:**

Signed by:
Russell Uhr
E309411ABF28425...

Signature of authorised person

Russell Uhr

Name of authorised person

General Manager / SSE

Position of authorised person

7/31/2026

Date

Executed by the **Employee:**

DocuSigned by:
2A68660162014D8...

Signature of employee

8/1/2026

Date