22/07/2025

Kristy BUGLER
121 Richardson Rd
Sugarloaf QLD 4800

Dear Kristy,

RE: Letter of Offer of Employment

Following our recent discussions, I am delighted to confirm our offer of employment with Petstock Group.

This letter of employment creates a legally binding employment contract between you and Petstock (Cannonvale) Pty Ltd (ABN – 68 618 353 709) (**Employer**).

1. Appointment

1.1 The Employer appoints you, and you agree to serve, in the position specified in Schedule 1, although the Employer may require you to perform other reasonable duties or work in other positions from time to time either on a permanent or temporary basis.

1.2 The terms and conditions of your employment shall be governed by this employment agreement ("**Agreement**") and, where applicable, the industrial instrument named in Schedule 1 ("**Award**"). The Award will not form part of your contract of employment.

1.3 Your employment under this Agreement is recognised as commencing on the Employment Commencement Date specified in Schedule 1 (or such other date as advised by the Employer in writing) and continues until terminated in accordance with this Agreement. This Agreement will commence from the Agreement Commencement Date identified in Schedule 1.

1.4 You will report directly to the position outlined in Schedule 1, or another position nominated by the Employer from time to time.

1.5 You may be provided with an outline of your duties as amended from time to time. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position.

1.6 You agree that you will act in the Employer's best interests at all times, comply with all lawful and reasonable directions, perform your duties and responsibilities to the best of your skills and knowledge, and ensure you perform only work-related activities during your work hours, unless the Employer authorises you to do otherwise.

1.7 This Agreement will continue to operate in relation to your employment despite any temporary or permanent change in your location, duties, position or reporting line, until terminated in accordance with this Agreement or replaced by a new agreement made in writing between you and the Employer.

2. Location

2.1 You will usually be based at the location/s identified in Schedule 1, but you may be required to work at another location, either on a permanent or temporary basis. You may be required to undertake travel as part of your duties.

2.2 Where you are required by the Employer to work at a location which is not identified in Schedule 1, you will be paid any applicable travel allowances where due in accordance with the Award (if applicable). Where you are not required by the Employer to work at a location outside of the location identified in Schedule 1 (for example, where you make a request or agree), you will not receive any additional reimbursement or allowances unless otherwise agreed with the Employer in advance.

3. Employee's Warranties

3.1 You warrant and agree that:

(a) you possess the skills, competence and qualifications required to carry out the duties required of your position, and any representation made by you as to your qualifications and experience are true and correct;

(b) you have disclosed to the Employer the particulars of any restraint or restriction (howsoever arising) which may affect your performance of the terms and conditions of this Agreement;

(c) you have not been charged with or found guilty of any offence which would be incompatible with your duties and responsibilities or the trust and confidence the Employer will place/are placing in you to perform your position;

(d) you have disclosed any pre-existing medical conditions and/or injuries that may impact your ability to fulfill the inherent requirements of your position;

(e) you have participated in, or will agree to participate in any background check and/or medical examination relevant to your position and/or your employment; and

(f) you are legally entitled to work in Australia, and agree to produce the appropriate evidence to the Employer upon request.

3.2 During your employment you must maintain any licences or qualifications necessary to fulfil the inherent requirements of your role. You agree to immediately notify the Employer if your licence or qualification is cancelled, revoked, suspended or expires without being replaced. In the event you no longer hold the

appropriate licences or qualification required to fulfil the requirements of your role, you acknowledge that this may result in the termination of your employment.

3.3 You acknowledge that the Employer has offered to employ you and is willing to continue to employ you in reliance on the warranties and commitments you have made in this Agreement.

3.4 Notwithstanding anything else in this Agreement, you agree and acknowledge that your employment is conditional upon you being fit for perform the inherent requirements of your position.

4. Probation Period

4.1 Your employment will initially be subject to a probation period specified in Schedule 1. During this time, either you or the Employer may terminate this Agreement by giving 1 weeks' notice (or by the Employer paying you in lieu of all or part of this notice period). At the end of your probation period, the Employer will determine whether your employment is to continue. If your ongoing employment is confirmed, it will be on the terms set out in this Agreement.

4.2 The probation period does not alter the minimum employment period specified in the *Fair Work Act* 2009 (Cth) ("**Act**").

5. Other Employment

5.1 You must not undertake any activity (whether paid or unpaid) which may compromise or give rise to a conflict with either:

(a) your duties and responsibilities under this Agreement; or

(b) the business or commercial or strategic interests of the Employer,

unless you have obtained the prior consent of the Employer in writing. This includes, but is not limited to, working in or setting up a business which directly competes with one or more services provided by the Employer (for example, grooming).

5.2 You must immediately and fully disclose in writing to the Employer any matter which you, acting reasonably, consider is, or may potentially be in conflict with the interests of the Employer of which you become aware.

5.3 Failure to comply with the terms of clause 5 may result in disciplinary action up to and including termination of your employment.

6. Employer Policies and Procedures

6.1 You are required to familiarise yourself and comply with all relevant legislation, the Employer's Code of Conduct and the Employer's policies and procedures, although such instruments and documents do not

form part of this Agreement. Failure to comply may result in disciplinary action, up to and including dismissal.

6.2 The Employer may review, implement, vary or terminate any of its policies and procedures at its discretion.

7. Hours

7.1 You will be required to work the hours set out in Schedule 1

7.2 In addition, you may also be required to work reasonable additional hours which are those hours reasonably necessary to fulfil the requirements of your position (for example Veterinarians may be required to work additional hours to complete clinical notes etc.).

7.3 You may be required to work on any day of the week, including late nights, weekends and public holidays as required.

8. Remuneration

8.1 You will be paid the remuneration set out in Schedule 1, provided that it may be increased from time to time if required in order to comply with any applicable Award.

8.2 Your remuneration will be paid weekly (less applicable tax) via electronic funds transfer into an account with a financial institution nominated by you and acceptable to the Employer. The Employer may elect to change your pay cycle during your employment by giving you 4 weeks' notice (or longer if required by the Award).

8.3 Where allowances are paid to you in excess of any applicable Award entitlements, the Employer reserves the right to alter or remove these allowances at any time.

8.4 You acknowledge that the remuneration and benefits provided under this Agreement are the full benefits payable to you in respect of the employment and are paid in full satisfaction of any obligations to make payments for overtime, penalty rates, allowances, loadings or other monetary benefits to you under any legislation, award (including but not limited to the Award) or agreement, including any statutory minimum hourly rate. You agree that the Employer may set off any amount paid to you under this Agreement against any entitlement you may otherwise have had to receive any such benefits, whether of a different character or not.

9. Incentive and Bonus Arrangements

9.1. In addition to your remuneration, from time to time, the Employer may provide you with the ability to participate in additional bonuses and benefit schemes. The terms of such additional bonuses and benefits do not form part of this Agreement and is at the Employer's sole and absolute discretion. The

Employer reserves the right to discontinue and/or amend the incentive/bonus arrangement at any time. The Employer will inform you of any variation to the bonus or incentive scheme.

10. Superannuation

10.1. The Employer will make superannuation payments on your behalf in accordance with its minimum statutory obligations (as amended from time to time). Payments will be made into a complying superannuation fund of your choice – you are required to nominate a superannuation fund of your choice prior to the commencement of your employment. If you do not nominate a superannuation fund, the Employer will make payments into your stapled super fund unless otherwise required by law to make payments into a different fund.

11. Leave

11.1. You will be entitled to accrue and take leave in accordance with the Employer's policies, the Award (if applicable), the Act and any other applicable legislation.

12. Public Holidays

12.1. Public holidays are important days for our sites, and the Employer may request that you work on a particular public holiday. You may refuse the request if you have reasonable grounds for doing so, in accordance with the applicable legislation. If you do not have reasonable grounds for refusing the request, and the request is reasonable, you are expected to work on the public holiday.

12.2. In accordance with the Act, where you are paid by way of an hourly wage and are ordinarily rostered to work on a day a public holiday falls but aren't required to work by the Employer, you will be paid for that day at your base rate of pay. Where you are remunerated by way of a salary and are ordinarily rostered to work on a day a public holiday falls but aren't required to work by the Employer, you will not suffer a reduction in your salary for that day.

13. Alcohol and Drugs

13.1. You must not attend work intoxicated or under the influence of non-prescribed (or illegal) drugs or alcohol, or in the possession of any illegal substance. Alcohol must not be consumed or used on the premises without the express permission of the Employer.

13.2. You must co-operate with any drug and alcohol tests as directed by the Employer, which may include testing in the following situations:

(a) pre-employment testing;

(b) random testing;

(c) post-incident testing; and

(d) testing on reasonable suspicion;

14. Workplace Health and Safety

14.1 You must act in accordance with the work health and safety (WHS) legislation relevant to your State or Territory and the Employer's WHS policies and procedures. This includes, but is not limited to:

(a) taking reasonable care for your own health and safety;

(b) taking reasonable care that you do not adversely affect the health and safety of other people; and

(c) complying with any reasonable instruction, policy or procedure of the Employer relating to workplace health and safety.

15. Confidential Information

15.1 You must ensure that you take all reasonable steps to ensure the secrecy and security of the Employer's Confidential Information.

15.2 You must not, either during or after your employment with the Employer, use, disclose, copy or remove from the Employer's premises any Confidential Information unless and to the extent that:

(a) it is necessary to carry out your legitimate duties;

(b) you are required by law to do so; or

(c) you have prior written permission from the Employer to do so.

15.3 If you are so required to disclose Confidential Information, you must ensure that any person to whom the information is disclosed:

(a) is made aware of its confidential nature and the obligations restricting its use and disclosure; and

(b) does not use or disclose that information except as required by law to do so.

15.4 "Confidential Information" means any information, however communicated or recorded, relating to the Employer's business to which you gain access in the course of your employment with the Employer, and includes but is not limited to (to the extent permitted by law):

(a) any trade secret or other commercially sensitive or confidential information of or possessed by the Employer;

(b) any of the Employer's techniques, methods, computer software, materials, documents or manuals used in the Employer's business;

(c) technical information or research concerning products developed or used by the Employer, its customers or suppliers;

(d) inventions, improvements or products discovered or developed by any of the Employer's employees, officers or consultants;

(e) any information relating to the Employer's business affairs, pricing, accounts, market research, marketing plans, sales plans, customer lists, prospects, management or finances

(f) Employer remuneration and payroll information; and

(g) the identity of the Employer's customers, suppliers, consultants, distributors, agents, contractors and employees and the arrangements between the Employer and its customers, suppliers, consultants, distributors, agents, contractors and employees,

but does not include any information that has come into the public domain other than by a breach of this Agreement or other unauthorised use or disclosure.

15.5 You are required to immediately notify your manager if you become aware of any person (whether or not employed by the Employer) unlawfully copying, disclosing, transmitting, removing or attempting to copy, disclose, transmit or remove Confidential Information.

15.6 At the end of your employment (and at any time on the Employer's request), you must:

(a) return to the Employer all Confidential Information in your possession or control; and

(b) delete all Confidential Information held electronically in any medium in your possession or control such that it cannot be recovered or restored.

15.7 This clause continues to apply after the termination of your employment.

16. Intellectual Property and Moral Rights

16.1 You consent to the Employer using or adapting all intellectual property, ideas, inventions, discoveries and improvements, patentable or not, which you make, create or discover (whether alone or with others) in the course of your employment with the Employer, in any manner, and without expressly acknowledging your contribution or creation in which may otherwise infringe your moral rights. You acknowledge that this consent has been given freely and genuinely, and without you being subjected to any duress by the Employer or a third party.

16.2 You must, when required, do all things and execute all documents necessary to give effect to clause.

16.3 Your obligations under this clause continue to apply after the termination of your employment with the Employer.

16.4 "Intellectual Property" means:

(a) any processes, technology, systems, reports, specifications, blue-prints, patents, trademarks, service marks, trade names, domain names, designs, design rights, brands and company names, trade secrets, copyright works, URLs, drawings, discoveries, inventions, improvements, technical data, research data, formulae, computer programs, software, know-how, logos, symbols and similar, whether or not registered (and includes all applications and the right to apply for registration);

(b) all customer and supplier lists and any other customer and supplier information generated by the Employer;

(c) the right to keep confidential information, as referred to in clause 15.4 of this agreement, confidential.

16.5 For completeness, this clause will apply to things you make, create or discover during your working hours, using the resources or property of the Employer, and/or while acting for or on behalf of the Employer, but will not apply outside of the course of your employment with the Employer (for example, while performing work for another employer, as long as none of the above circumstances apply). Where you are unsure about the application of this clause to a particular creation or discovery, you should speak to your Manager as soon as possible.

17. Termination of Employment

Termination with Notice

17.1 Subject to clause 4 and clause 17.5 of this Agreement, either you or the Employer may terminate the employment at any time by giving 4 weeks' notice.

17.2 If you fail to give the required amount of notice upon your resignation, the Employer may, withhold the amount of notice not given from any amount due to you on termination, to the extent permitted by law.

Notice Period

17.3. During all or part of the notice period, you understand and agree that you remain an employee of the Employer and the Employer may, at its complete discretion, require you to:

(a) perform your duties or other duties requested of you, provided such duties are commensurate with your role and seniority at the time notice is given, unless otherwise agreed;

(b) perform those duties from a location other than the Employer's premises;

(c) assist with the orderly and proper handover of work;

(d) not perform any duties at all or attend its offices; and/or

(e) not to have any contact with any employees, customers or business associates of the Employer, other than as expressly authorised by the Employer during the notice period

17.4 You acknowledge and agree that the provisions of this clause are reasonable and necessary to protect the legitimate business interests of the Employer and apply to the maximum extent possible at law.

Termination Without Notice

17.5 Despite any other provisions of this Agreement, in cases of serious misconduct, the Employer may dismiss you without giving notice (or making payment in lieu).

17.6 Circumstances which may amount to serious misconduct include, but are not limited to, the following:

(a) engaging in dishonest conduct or other gross misconduct (including, but not limited to theft, fraud, assault, sexual harassment, being intoxicated at work, refusing to carry out the Employer's lawful and reasonable instructions that are consistent with your employment and this Agreement);

(b) substantially misrepresenting your qualifications, experience or your capacity to perform the work you were engaged to perform;

(c) breach of confidential information obligations or the misuse of intellectual property;

(d) wilful or deliberate behaviour that is inconsistent with the continuation of your employment;

(e) conduct that causes serious and imminent risk to the health or safety of a person or the reputation, viability or profitability of the Employer's business;

(f) gross incompetence or wilful neglect of duty;

(g) breaching the conflict of interest provisions in clause 5 of this Agreement, the confidential information provisions in clause 15 of this Agreement, or any serious breach of any of the other provisions of this Agreement;

(h) engaging in bullying and/or harassment;

(i) committing or assisting in the commission of an act of fraud or criminal offence; or

(j) acting in a manner (whether in the course of your duties or otherwise) which, in the Employer's view, does or is likely to bring you or the Employer into serious disrepute.

After Employment

17.7 If your employment terminates for any reason, then:

(a) you agree that, to the extent permitted by law, that the Employer may withhold and offset any amounts you owe to the Employer as at the date of termination in circumstance where:

(i) any property of the of the Employer is not returned by you in accordance with clause 9 of this agreement, up to the replacement value of the property not returned; and/or

(ii) you owe any money to the Employer (including any monies owing for overpayment of wages as at the date of termination or any expenses incurred by the Employer in the 3 months prior to the date of termination for the costs associated with your continuing professional development, or you attending a training course, program or form of education, or you obtaining a qualification, licence or skill, or retaining that qualification, licence or skill);

(b) if at the date of termination the amounts you owe the Employer exceeds any amount the Employer owes you, you agree to repay the Employer for those amounts on or before the date of termination, or at another date that has been negotiated with the Employer.

17.8 You agree to comply with any ongoing obligations to the Employer as expressly specified in this agreement.

18. Employer Property

18.1 Unless expressly agreed in writing (e.g. where an item is provided as a bonus or benefit), all items provided during your employment remain the property of the Employer (or such other person as may be its legal owner) ("**Employer Property**").

18.2 Upon the earlier date of termination or the date on which the Employer provides you with notice under this Agreement (or at any time upon request by the Employer), you are to immediately:

(a) return to the Employer all Employer Property which is in your possession, custody or control that relates in any way to the business or affairs of the Employer or its customers (including but not limited to stationery, books, documents, records, access cards, branded clothing, mobile telephones, computer hardware, credit cards and motor vehicles; your computer log-in codes, any other access codes, and any keys to the Employer's premises or property); and

(b) return or destroy (subject to the Employer's direction) any records or items containing Confidential Information or any information relevant to the Employer (including but not limited to electronic records).

18.3 Your obligations under this clause continue to apply after the termination of your employment.

18.4 You agree to repay the Employer any overpayment of wages as soon as possible but within 2 months of its identification. If at the time your employment is terminated you owe any amounts to the Employer, the

Employer may set off this amount against any amounts owed to you by the Employer at the date of termination, except for amounts the Employer is not entitled by law to set off.

19. Post-Employment Restraints

19.1 Without the Employer's prior written consent, for the Restraint Period after the date your employment ends, you must not:

(a) solicit or attempt to solicit, persuade or induce, or accept business or instructions from any person or entity who or which is or was a Customer or prospective client of the Employer;

(b) solicit, attempt to solicit, induce or attempt to induce, entice or encourage or attempt to entice or encourage any Employer Representative to leave their engagement with the Employer; or

(c) encourage, condone or entice any other person or entity, in which you are interested or by which you are engaged, to engage in conduct which, if you engaged in such conduct personally, would cause you to breach this clause.

19.2 In this clause:

(a) "**Competitor**" means any business engaged in the pet retail, grooming, veterinary services, pet day care and/or animal training industry within a radius of 15 kilometres from the location/s specified in Schedule 1.

(b) "**Customer**" means any person or entity:

(i) to which the Employer provided services during your employment;

(ii) with which the Employer had direct dealings during your employment in relation to the provision (or proposed provision) of services by the Employer to the person or entity; or

(iii) which referred business to the Employer during your employment.

(c) (a) "**Employer Representative**" means:

(i) any director or person involved in the management of the Employer;

(ii) any employee of the Employer; and

(iii) any independent contractor of the Employer.

19.3 The restrictions in this clause apply to conduct which is either direct or indirect (e.g. done through an agent of any kind) and regardless of whether you engaged in the conduct for your own benefit or for the

benefit or on behalf of any other person or entity.

19.4 You have agreed to and accept the restrictions in this clause in consideration of the Employer's entry into the Agreement and in consideration for your remuneration.

19.5 Each of the covenants in this clause shall be construed and have effect as if it were the number of separate covenants which results from combining each covenant with each sub-section of the definition in this clause for each defined term referred to in the covenant, with each such resulting covenant being severable from each other such resulting covenant. If any such resulting covenant shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not prejudice or in any way affect the validity or enforceability of any other such resulting covenants.

19.6 You acknowledge that damages are not an adequate remedy for breach of this clause and that the Employer may apply for an injunction to prevent or restrain such breach or the continuation of such a breach. This remedy will be in addition to any award of damages which may be made in the Employer's favour.

19.7 Your obligations under this clause continue to apply after the termination of your employment with the Employer.

20. Surveillance in the Workplace

20.1 You acknowledge and agree that from the commencement of your employment that the Employer may, to the extent permitted by law, conduct surveillance of you during your employment on an ongoing or intermittent basis.

20.2 Surveillance which may occur includes, but is not limited to, fixed cameras and CCTV footage and the monitoring of electronic activities through the Employer's Information Technology systems (including the installation of systems to facilitate same).

21. Privacy

21.1 You consent to the Employer disclosing personal information about you to other persons for reasons relating to your employment or for the business requirements of the Employer. These persons include (without limitation) the Australian Taxation Office, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisers, potential purchasers on sale of business and law enforcement bodies.

22. Severability and Entire Agreement

22.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior understanding or agreements whether oral or in writing. Any amendment to the Agreement must be agreed to in writing by the parties.

22.2 Should part of this Agreement be deemed illegal or unenforceable it will be severed from the Agreement and will not affect the enforceability of the remaining parts of the Agreement.

23. Governing Law

23.1 This agreement is governed by the laws of the applicable state of the location in Schedule 1 and the Commonwealth, and the parties agree to submit to the jurisdiction of the courts of the applicable state and the Commonwealth.

24. Acknowledgement

24.1 You acknowledge that the terms of this Agreement are fair and reasonable and you have had an opportunity to obtain independent legal advice about this Agreement.

25. Terms not to be disclosed

25.1 To the extent permitted by law, you agree not to disclose the terms of this Agreement except:

(a) where the law says it must be disclosed;

(b) with the prior written consent of the Employer; or

(c) to obtain legal or financial advice.

I take this opportunity to congratulate you and wish you every success in your new role.

Yours sincerely,

Katherine Rickard
Petstock Group – General Manager of People & Community

I Kristy BUGLER, hereby accept the offer of employment contained in this Agreement.

Name	
Signature	
Date	

Petstock Group

Schedule1

Position Title:	Store Manager
Employment Type:	Permanent
Employment Commencement Date:	06/08/2025
Agreement Commencement Date:	06/08/2025
Location/s:	Petstock Cannonvale
Manager:	Regional Manager
Award/Industrial Instrument:	General Retail Industry Award Classification Level: Retail Award Level 6
Hours of Work:	You will be required to work an average of 40 hours per week, which includes an average of 38 ordinary hours and 2 hours of overtime per week (averaged in accordance with the Award if applicable, and averaged up to a 4 week period if no Award is applicable).
Remuneration:	<table><tr><td>Base salary</td><td>$75,000.00 per annum</td></tr><tr><td>Superannuation</td><td>$9,000.00 per annum</td></tr><tr><td>**TOTAL**</td><td>$84,000.00 **per annum**</td></tr></table> Your base salary is inclusive of annual leave loading.
Probation Period:	6 months
Restraint Period	a) 6 months; or b) 3 months; or c) 1 month

1 Humffray Street North, Ballarat VIC 3350
210 Kings Way, South Melbourne VIC 3205
Petstock Pty Ltd ACN 098 394 588