SUNRISE
SURVEYING

Employment Agreement

This agreement is made on 18th December 2025 between the following parties:

Sunrise Surveying Pty Ltd ("**Employer**")

ACN:162 352 909

And

Pedro Donnelly

("**Employee**")

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1) Employment

The Employee will be employed on the basis set out at Item E of Schedule A to work standard hours of work plus reasonable overtime as agreed upon.

Unless the Employer otherwise agrees, if the Employee is employed as a full time or part time employee, the Employee will work solely for the Employer to the exclusion of any other business, trade or activity which is or is likely to be competitive with the Employer or its Related Companies or is likely to cause a conflict of interest with the Employer. Any potential conflict of interest must be declared to the Employer.

2) Office Attendance

The Employee will commence employment on the Commencement Date as per Item C of Schedule A.

The Employee must attend the Office set out in Item D of Schedule A during their Standard Hours of Work except where required to perform their role, duties and obligations at other locations as reasonably required and/or necessary to perform their duties and/or at the direction of the Immediate Manager/ Supervisor. You acknowledge and agree that you will be regularly required to travel in order to effectively carry out your duties.

The Employee will report directly to the person listed in Item B of Schedule A or to such other person as the Employer may nominate in its sole discretion from time to time.

3) Probation Period

The purpose of probation is to establish whether an appropriate match has been made between the Employer and Employee, whether the Position and the work environment is suitable, and whether the Employee is able to perform the required duties of the Position to the satisfaction of the Employer.

If the Employee is a full time or part time employee, then a 6-month probation period will apply from the Commencement Date.

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4) Employee Obligations and Responsibilities

The Employee may be directed by the Employer or the Employee's Immediate Manager and/or Supervisor to carry out such duties that are consistent with the Employee's skills and training. The specific responsibilities and duties of each Employee are set out in the Employee's offer of employment and the job description set out in Schedule B of this agreement.

The Employee may be required to perform other tasks which are not included in the Employee's Position Description that are reasonably connected with, or incidental to, the Position.

The Employee may be required to perform some of the Employee's duties on behalf of a related company of the Employer without further remuneration unless otherwise agreed to in writing by the Employer. This will not affect the employment relationship between the Employee and the Employer or create an employment relationship between the Employee and any other related company of the Employer.

The Employee acknowledges and agrees that this Position requires the Employee's entire working time during ordinary business hours and that during employment with the Employer, including any notice period, the Employee must not directly or indirectly engage in any other paid activity without the prior written approval of the Employer, which will not be unreasonably withheld.

Note: The Employer acknowledges the Employee's right to disconnect from unreasonable out-of-hours work contact, consistent with Fair Work Act reforms effective from in or around the month of August 2025.

During employment, the Employee must not be engaged, concerned, interested in, associated with or otherwise involved in any capacity in any business or activity that is competitive with any business carried on by the Employer, without the prior written approval of the Employer.

Upon the Employer's request, the Employee must disclose all outside activities and interests in businesses and companies. In accepting employment, the Employee agrees that they are not subject to any other agreement or obligation which will prevent the performance of their obligations under this agreement.

The Employee acknowledges and agrees that the Employer may and will monitor the information that they receive, store, and transmit using the Employer's information technology resources.

This includes information the Employee may transmit, receive, or store by email or using the internet. The Employee expressly consents to the Employer reviewing, reading, or storing

information they send or receive. The Employee understands the Employer may use the results of its monitoring for disciplinary purposes.

In accepting employment, the Employee agrees to always:

- Act diligently and to the best of their ability and knowledge and to perform all duties incidental to this agreement or as assigned to them from time to time.
- Comply with the provisions of this agreement.
- Comply with all reasonable and lawful directions and procedures of the Employer.
- Act in a manner consistent with the obligations required by applicable laws relating to their employment and the performance of their duties, including but not limited to the laws, codes and standards relevant to the industry or business of the Employer and any amendments or regulations as amended or enforced from time to time.
- Act in the Employer's best interests to protect and promote the Employer's reputation and not be employed by or in any way engaged by a competitor of the Employer or a related company of a competitor of the Employer during the course of the Employee's employment with the Employer, without the consent of the Employer.
- Act in a thorough, professional, and ethical manner to uphold, maintain and enhance the Employer's and its related companies' reputation, good will and client relationships.
- Work for the benefit of the Employer to achieve the objectives and goals of their employment as outlined in the Employee's offer of employment and/or any Employee performance plan agreed to with the Employer.
- Use their best endeavours to meet any targets, budgets and other specific performance indicators outlined in the Employee's offer of employment or as otherwise set by the Employer from time to time; and
- Alert the Employer to potential business opportunities that might come to the Employee's attention or knowledge either during, or outside, the Employee's employment.

5) Employee Skills, Licences, Qualifications and Education

It is an essential condition of this agreement that the Employee, has and continues to have the skills, licences, education, and qualifications for their Position as outlined in Schedule B of this agreement.

Loss or suspension of a necessary licence or qualification will entitle the Employer to immediately suspend the Employee without pay and for such period as the Employer considers reasonable in the circumstances and, if appropriate, terminate the Employee's employment.

Prior to the commencement of employment, the Employee shall be required to supply the Employer with a copy of:

- Any licences and/or qualifications the Employee possesses which are relevant to their Position.
- Their driver's licence, vehicle's certificate of insurance and car registration if they are reasonably expected to use their vehicle for business purposes.
- If requested by the Employer, the Employee may be required to consent to police and/or bankruptcy checks. The cost of any of these checks will be paid for by the Employer.

  The Employee acknowledges and agrees that the Employer may require the Employee to provide any of the abovementioned documents during the course of the Employee's employment.

6) Accreditation and Training

The Employer is committed to being a leading surveying services provider and is obliged by law to ensure that its employees are adequately trained and competent to provide surveying services.

It is an essential condition of this agreement that the Employee maintains ongoing accreditation, training and education requirements for the Position and role with the Employer, as required by the Employer.

The Employer will pay the cost of any accreditation, training and education that the Employer requires the Employee to attend or undertake.

7) The Employer's Policies, Procedures and Guidelines

The Employee's employment is subject to the Employer policies, procedures, and guidelines, as varied from time to time, and the Employee must be familiar with them.

The Employer's policies, procedures, and guidelines, although referred to in this agreement, are not incorporated into this agreement and do not create any binding obligations upon the Employer which are legally enforceable. They constitute reasonable and lawful directions with which an Employee is required to comply with.

8) Fitness for work

The Employee must abide by the Employer's policies, procedures, and guidelines with respect to the "Personal/Carer's Leave Policy".

If the Employer reasonably believes that the Employee may be unable to perform the inherent requirements of the Employee's duties or may not be able to safely perform those duties due to injury or illness, the Employer may:

- Where reasonable and related to the inherent requirements of the role, direct the Employee to provide medical evidence of fitness for duty. Any such requirement will comply with relevant privacy laws and the Fair Work Act.
- Contact the Employee's treating medical practitioner to discuss or obtain a written opinion about the Employee's fitness for duty; or
- Require the Employee to provide the Employer with appropriate medical documentation certifying the Employee's fitness for duty.
- The Employer will be responsible for any reasonable expenses incurred in respect of this clause 8.

By signing this agreement, the Employee declares and acknowledges that they do not have any pre-existing medical conditions which would prevent them safely performing the inherent requirements and duties of their role.

The Employee acknowledges and agrees that making a false declaration in relation to any pre-existing medical condition may, in certain jurisdictions, preclude them from accessing workers compensation payments in certain circumstances.

9) Expenses

The Employee will be reimbursed for all reasonable travel, accommodation and like expenses incurred by the Employee in carrying out their duties provided the Employee's Immediate Manager and/or Supervisor has given prior written approval to the Employee incurring such expenses.

Reimbursement for reasonable travel expenses does not include travel by the Employee to the Office to commence work and from the Office at the conclusion of the working day.

10) Vehicle Use

If the Employee is provided with a motor vehicle for business and personal use, they must:

- Abide by the Employer's policies, procedures, and guidelines with respect to the use of the vehicle.
- Maintain the motor vehicle in a roadworthy and clean condition.
- At all times obey all traffic and road rules and regulations.
- Promptly pay for any traffic infringements incurred due to personal fault or negligence. Any deduction from wages will only be made with the Employee's prior written consent, in compliance with section 324 of the Fair Work Act.

The following expenses relating to the use of the motor vehicle referred to in clause 10, will be paid by the Employer:

- Full comprehensive insurance for the Employee as the primary driver.
- Motor vehicle registration.
- Servicing and associated repairs in accordance with the motor vehicle logbook and the motor vehicle's manufacturer's specifications.
- Tyres for the motor vehicle which meet roadworthy requirements and are fit for use.
- Fuel allowance for use of the motor vehicle by the Employee during business hours (as determined by the Employer from time to time).

11) Superannuation

The Employer will pay superannuation to the Employee's nominated superannuation fund to the maximum contribution required in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

The Employee may elect to make personal contributions to their superannuation by way of payroll deductions.

If the Employee does not select an eligible superannuation fund, contributions will be made into the Employer's default fund.

12) Equal Opportunity and Anti-Discrimination

The Employee is required to comply with the Employer's policies at all times. A breach of the Employer's policies by the Employee may result in disciplinary action being taken against the Employee, which may include termination of employment.

13) Workplace Health and Safety

The Employee must abide by all workplace health and safety rules and guidelines while working for the Employer, including the Employer's policies and procedures.

Any instructions given, or circumstances at a workplace that are not in the best interests of workplace health and safety, are to be reported immediately by the Employee to their Immediate Manager and/or Supervisor. If the Employee is not satisfied with the action taken, he or she must raise the matter directly with the Employer.

14) Remuneration

The Employee's Wage is shown in Item F of Schedule A.

The Employee's Wage is set at a rate intended to be above the minimum requirements of the Surveying Award 2020 MA000066 (**Award**). The hourly rate incorporates ordinary hours, annual leave loading, penalty rates (including nightshift unless otherwise specified, weekends, and public holidays), and applicable allowances. The Employer guarantees the Employee will not be paid less than the Award minimums for each relevant entitlement.

The Employer may, at its sole discretion, elect to increase the Wage having regard to the operational requirements of the Employer, the performance of the Employee, the market conditions, and any other matter the Employer considers relevant.

Any increase to the Wage must be agreed to in writing by the Employer.

The Employee will be paid in regular instalments in accordance with the Employer's normal payroll process.

15) Leave Entitlements

Leave entitlements are provided in accordance with the National Employment Standards, a copy of which is attached to this agreement.

16) Meal Breaks

Meal breaks are provided in accordance with the Award.

17) Termination and notice periods.

Termination and notice periods are in accordance with the Award.

The Employee or the Employer may terminate the Employee's contract of employment for any reason (excluding valid reasons for immediate dismissal) by providing the other party with the relevant period of written notice below:

Employees period of continuous service with the Employer at the end of the day notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years, but not more than 5 years	3 weeks
More than 5 years	4 weeks

An additional period of one week's notice of termination will apply to the Employee if he or she has been continuously employed by the Employer for 2 years and is over 45 years of age at the time that notice of termination is given.

In the case of Serious Misconduct, the Employer may terminate the Employee's contract of employment without notice or payment in lieu of notice.

On termination of employment, to the extent permitted by law, the Employer may set-off any debt, obligation, or liability the Employee owes to the Employer against the Employee's entitlements on termination. In the event the Employer wishes to do so, to the extent permitted by law, the Employee agrees to give express consent in writing to any such deduction the Employer asks the Employee to make.

Payment in Lieu of Notice.

The Employer, at its discretion, may require the Employee to:

- work all or part of the notice period; and/or
- serve all or part of the notice period as garden leave; and/or
- accept all or part of the notice as payment in lieu of notice.
- Perform different or no duties (including but not limited to having no contact with its suppliers or clients)

Should the Employer elect to make a payment in lieu of notice, the Employer will pay the Employee what they would have earned had they worked the notice period.

Return of Employer's Property

The Employee must upon the termination of their employment with the Employer, surrender to the Employer all Confidential Information, the Employer's policies, procedures and

guidelines, client files, manuals, keys, documentation, and all other property belonging to the Employer.

The Employee undertakes not to retain copies of any of the Employer's documents and further undertakes to delete all electronic and documented databases, the Employer's computer programs and multi-media presentations from any computer the Employee owns, including any laptops. Prior to deleting the above-described software and data, the Employee will ensure that the Employer has up to date copies of the software and data.

To assist the Employer in ensuring that the Employee fulfils his or her obligations under this clause, the Employee will provide to the Employer all laptop computers, all notebooks and other electronic devices that store electronic data for inspection.

18) Restrictive Covenants after Termination of Employment

(a) The Employee must not either on their own behalf or as servant or agent or in partnership with any other person, for the period specified in Item I of Schedule A as the Restraint Period (Restraint Period), solicit, interfere with or endeavour to entice away from the Employer any staff member or client who has worked closely with the Employee at any time during the period of one (1) year preceding termination of this agreement.

(b) The Employer and Employee each acknowledge and agree that:

(i) each of the restraints in this clause is reasonable as regards to the nature of the conduct restrained, the duration and scope of the restraint; and

(ii) the restraints are reasonably necessary for the future protection of the Employer's business (including goodwill).

(c) Each restriction in this clause is intended to be separate and severable. If anyone (1) of these is found to be invalid, but would be valid if some portions were deleted, then such portions will apply with such severance as may be necessary to make them valid.

19) Company Devices

The Employee will be supplied with mobile electronic devices for use during employment. The Employee is entitled to reasonable personal use of such devices subject to and in accordance with the Employer's applicable policies. Any such device (including any telephone number associated with such device) will remain the property of the Employer. On the termination of employment, the Employee must return all such devices to the Employer and all accessories in good working order, provide the Employer with a written list of all

usernames and passwords associated with the device and do all things necessary to permit the Employer to transfer the rights in such a device to the Employer.

20) Confidential Information

The Employee shall not either during or after their employment use, divulge or communicate any Confidential Information to any person without the consent of the Employer, except for the benefit of the Employer and as required in the ordinary performance of the Employee's duties.

The Employer shall be entitled to an injunction to restrain the Employee, or former Employee, from disclosure of Confidential Information, and this remedy shall be in addition to any award of damages that may be made in favour of the Employer.

The Employee agrees that:

- the Employee will obtain Confidential Information during their employment, the disclosure of which could materially harm the Employer;
- the Employee intends for the restrictions provided for in this agreement to operate to the maximum extent of the law;
- Damages may be an inadequate remedy to compensate the Employer, on that basis the Employer is entitled to seek and obtain injunctive relief, or any other remedy, in any court;
- the Employer owns and may access or monitor any data or information received or stored on any Employer equipment or device, whether or not in connection with business use.
- Pursuant to the Fair Work Act, Employees are entitled to choose whether or not to disclose their remuneration and related terms of employment. Nothing in this agreement prevents an employee from exercising that right. Employees must, however, maintain confidentiality in relation to -Employer-sensitive information.

21) Intellectual Property

During employment, the Employee may be involved in the development of intellectual property that is recognised at law. This may be alone, or may be in conjunction with others, and may be during or after ordinary working hours.

The Employee assigns to the Employer and acknowledges and agrees with the Employer that the Employer will be the sole and exclusive owner of all intellectual property created during the course of their employment. The Employee also agrees to do what the Employer may reasonably require them to do in order to secure these rights to ownership.

Where the Employee has moral rights as defined in the *Copyright Act 1968* (Cth), the Employee irrevocably consents to the Employer infringing on those moral rights. Obligations under this clause continue after termination of this agreement.

22) Severance

If any clause or part of any clause in this agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible the offending part of the clause) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

23) Survival after termination

Clause 18 (Restrictive Covenants after Termination of Employment), clause 20 (Confidential Information) and clause 21 (Intellectual Property) continue to apply after expiration or termination of this agreement.

24) Fair Work Information Statement

The Employee acknowledges that the Employer has provided them with the:

(a) Fair Work Information Statement;

(b) Casual Employment Information Statement (where necessary); and

(c) Fixed Term Contract Information Statement (where necessary).

25) Governing law and jurisdiction

(a) The laws applicable in Queensland govern this agreement.

(b) The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from those courts.

Schedule A – Pedro Donnelly

a) Position	Project Surveyor
b) Reporting to	Matthew Cover
c) Commencement Date	27th January 2026 TBC
d) Office location	Flexible as per business requirements
e) Employment status	Permanent Full Time
f) Wage	Ordinary rate $65.00 per hour Sunday to Thursday nightshift - $97.50 per hour Includes overtime, allowances and leave loading
g) Hours per week	38 hours per week plus reasonable overtime as per business requirements
h) Superannuation	12%
i) Restraint Period	Restraint Period: (a) 12 months; but (b) if 12 months is found to be unenforceable, 6 months.

Schedule B Position Description Project Surveyor

Main duties/responsibilities

Survey:

- Direct or conduct all forms of survey in order to meet clients' requests/foreseen requirements/program
- Record/back-up the results of surveys
- Establish and maintain survey control to required accuracies
- Protect existing survey control and advise client/project team on destruction of existing survey control
- Plan and conduct ground surveys designed to establish baselines, elevations, and other geodetic measurements.

Calculations / Outputs:

- Verify accuracy of survey data, including plans, design data, calculations, and measured data.
- Calculate/download/upload all relevant survey data, including 3D modelling (as required)
- Prepare plans/sketches
- Calculate/report bill-of-quantities
- Calculate/report surface comparisons, including bulk earthworks volumes

Project Management:

- Proactively co-ordinate surveying requirements with the client and at times our client's client
- Troubleshoot with and advise client of Sunrise Surveying management on foreseen issues

General:

- Calibrate surveying instruments in order to maintain their accuracy.
- Assist in training Sunrise Surveying Staff as required
- Conduct research in surveying, drafting, and communication methods, and develop/suggest improvements
- Request training or assistance as and when required
- Maintain yourself, car and other equipment in a clean professional manner
- Present yourself as positive and proactive

Attached: National Employment Standards
Executed as an Agreement

By the Employee	By the Employer
Name in Full	Name in Full: **Matthew Cover** Position: **Director** For and on behalf of Sunrise Surveying Pty Ltd ACN 162 352 909
Signed	Signed 
Date	Date
Address	Address: **371 Macarthur Avenue Hamilton, 4007**