

CESION

El (la) abajo firmante (En adelante EL CEDENTE)

- 1. NICOL, Craig**
- 2. SCHEIWE, Timothy**
- 3. NANJUNDAN, Ashok Kumar**

en su carácter de inventor /diseñador con domicilio en:
1. C/- Graphene Manufacturing Australia Pty Ltd 90 Staghorn Street Enoggera, Queensland 4051, Australia
2. C/- Graphene Manufacturing Australia Pty Ltd 90 Staghorn Street Enoggera, Queensland 4051, Australia
3. C/- Graphene Manufacturing Australia Pty Ltd 90 Staghorn Street Enoggera, Queensland 4051, Australia

por el presente documento declara que cede todos y cada uno de los derechos que le corresponden o puedan corresponderle sobre la siguiente invención, modelo de utilidad, diseño industrial **No. PCT/AU2021/051127**

a: **GRAPHENE MANUFACTURING GROUP LTD**

con domicilio en **90 Staghorn Street Enoggera, Queensland 4051, Australia**

En prueba de la mutua aceptación de esta cesión ambas partes CEDENTE y CESIONARIO firman el presente documento.

Dado y firmado en

A los Días de de

1. NICOL, Craig

El Cedente

2. SCHEIWE, Timothy

El Cedente

3. NANJUNDAN, Ashok Kumar

El Cedente

El Cesionario

ASSIGNMENT

The undersigned (Hereinafter THE ASSIGNOR)

- 1. NICOL, Craig**
- 2. SCHEIWE, Timothy**
- 3. NANJUNDAN, Ashok Kumar**

Inventor /designor of domiciled at
1. C/- Graphene Manufacturing Australia Pty Ltd 90 Staghorn Street Enoggera, Queensland 4051, Australia
2. C/- Graphene Manufacturing Australia Pty Ltd 90 Staghorn Street Enoggera, Queensland 4051, Australia
3. C/- Graphene Manufacturing Australia Pty Ltd 90 Staghorn Street Enoggera, Queensland 4051, Australia

Do hereby declares that it assigns all and each of his rights and privileges on the following invention, industrial design, utility model **No. PCT/AU2021/051127**

To: **GRAPHENE MANUFACTURING GROUP LTD**

with domicile in **90 Staghorn Street Enoggera, Queensland 4051, Australia**

As a proof of the mutual acceptance of this assignment, both parties ASSIGNOR and ASSIGNEE sign the present document.

Granted and signed at

on this 20 day of October of 2023

1. NICOL, Craig

The Assignor

2. SCHEIWE, Timothy

The Assignor

3. NANJUNDAN, Ashok Kumar

The Assignor

The Assignee



EXECUTIVE EMPLOYMENT CONTRACT

Graphene Manufacturing Group Ltd (**Employer**)

and

Ashok Kumar Nanjundan (**You**)

Graphene Manufacturing Group Ltd
This Contract



made on 1st May 2021

Between

See **Item 1** of the Schedule (**Company**)

and

See **Item 2** of the Schedule (**Employee**)

BACKGROUND

- A. The Company has agreed to employ you and you have agreed to work for the Company in the position described at **Item 3** of the Schedule.
- B. The Company and you have agreed to enter into this Contract to record the terms and conditions of your employment.
- C. The Company acknowledges its obligation to apply the applicable employment protections to you and to abide by the provisions contained in any relevant legislation.

The Company And the Employee Agree that:

1 DEFINITIONS

Annual Remuneration means the annual remuneration to be provided to the Employee as set out in **Item 4** of the Schedule.

Board means the board of the Company.

Business Day means any day that is not a public holiday.

Client means any entity that a Group Company provides a service to, or provided a service to in the year preceding the termination of the Employee's employment with the Company.

Commencement Date means the date set out in **Item 5** of the schedule.

Competitors means any other business or activity which is in competition with the business carried on by any Group Company.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Confidential Information means any confidential or proprietary information in respect of the Company, its Related Bodies Corporate and its customers and clients which is not in the public domain (other than by the Employee's act or default) and includes, any document, book, account, process, methodology, program, database, research, development specification, drawing, design or know-how, board reports, financial data, quotations, short-term and long-term plans, customer lists, business objectives, trade secrets, strategic plans, corporate deliverables, government submissions and all past, present or future business activities of a Group Company or any of its customers or clients.

Duties means the duties described in **Item 6** of the Schedule.

Employer Superannuation Component means the contributions the Company is required to make to a complying superannuation fund as a result of the operation of the superannuation guarantee charge legislation.

Fair Work Act means the *Fair Work Act 2009 (Cth)*.

Group Company means the Company and each of its Related Bodies Corporate.

Intellectual Property Rights means all present and future rights to:

- (a) trademarks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how); and
- (b) where the rights referred to in paragraph (a) are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such applications.

Materials means all things brought into existence by the Employee in the course of her employment by the Company including inventions, ideas, discoveries and improvements (whether patentable or not); information and data, designs, drawings, presentations, proposals, reports, lists, plans and software.

Month means calendar month.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined and as set out under Part IX of the *Copyright Act 1968 (Cth)*.

Protected Employees means any employee of a Group Company who was an employee at any time during the twelve months preceding the termination of this Contract and with whom the Employee had dealings during his employment with the Company or whom the Employee knew was an employee of a Group Company.

Public Holiday means each day declared to be a public holiday in the State where the Employee is based for her employment with the Company.

Related Bodies Corporate has the meaning given to it in Corporations Act.

Restricted Area means the areas specified at **Item 7** of the Schedule.

Restricted Goods means any goods developed, manufactured or supplied by a Group Company.

Restricted Period means the time period specified at **Item 8** of the Schedule.

Restricted Services means any services provided or supplied by a Group Company.

Related Body Corporate means a related body corporate of the Company within the meaning of Division 6 of Part 1.2 of the Corporations Act, whether in existence as at the date of this Contract or formed or becoming a related body corporate of the Company after that date.

Remuneration Review Date means each anniversary of the Commencement Date.

Subsidiary means a subsidiary of the Company within the meaning of Division 6 of Part 1.2 of the Corporations Act.

Supplier means any supplier with whom the Company or any Related Body Corporate had dealings at any time during the 12 months preceding the termination of the Employee's



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employment with the Company and with whom the Employee has dealings during her employment with the Company.

Termination Date means the date on which the Employee ceases to be employed by the Company.

Works means any literary, dramatic, musical or artistic works, made by the Employee.

2 COMMENCEMENT

The appointment of the Employee begins on the Commencement Date and continues until the Employee's employment is terminated.

3 POSITION AND TITLE

The Employee will be employed in the position described at **Item 3** and reporting to the manager described at **Item 3.1** of the Schedule.

4 PRINCIPAL DUTIES

4.1 The Employee may be provided with an outline of the duties before or on commencement of the employment. The outline is not intended to be an exhaustive list of the duties the Employee may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position.

4.2 The Employee must:

- (a) devote the required Employee's time, attention and skill during normal business hours, and at other times as reasonably necessary, to the duties of position;
- (b) faithfully and diligently perform the duties and exercise the powers entrusted to the Employee from time to time;
- (c) promote the interests and prosperity and enhance the reputation of the Company;
- (d) comply with all reasonable and lawful orders and directions given to the Employee; and
- (e) comply with the Company' policies and procedures as amended from time to time.

4.3 The Employee must:

- (a) report as directed by their manager;
- (b) provide prompt and full information to their manager regarding the conduct of the business of the Company; and
- (c) comply with reasonable directions given to the Employee.

5 HOURS OF WORK

5.1 The Employee must work the hours which are reasonably necessary to fulfil the requirements of the Employee's position, or as required by the Company.

5.2 The Total Remuneration Package includes compensation for all hours the Employee is required to work.

6 PERFORMANCE APPRAISAL

- 6.1 The Company may conduct a performance appraisal with the Employee annually. The Employee must participate fully in any such performance appraisal as required by the Company.
- 6.2 Any such performance appraisal is to be based on any performance criteria agreed between the Company and the Employee.

7 REMUNERATION

- 7.1 The Employee's Annual Remuneration will be the amount set out in **Item 4** of the Schedule which incorporates base salary, superannuation and any salary packaging. The Annual Remuneration will be pro-rata for any period which is less than a year.
- 7.2 The Employee may elect to receive part of the Annual Remuneration by way of other benefits which can be lawfully provided by the Company, in accordance with any relevant policies of the Company, as varied from time to time. The Employee may elect to receive these benefits, provided that:
 - (a) the election is consistent with the policy issued by the Company from time to time; and
 - (b) the costs of the election to the Company (including any liability for fringe benefits tax) does not result in the total payments and benefits being paid or provided to the Employee exceeding the Annual Remuneration.

8 TOTAL REMUNERATION PACKAGE REVIEW

- 8.1 The Annual Remuneration is subject to review with effect from each Remuneration Review Date.
- 8.2 At each review, the Annual Remuneration may be increased or decreased having regard to:
 - (a) the performance of the Employee; and
 - (b) the performance of the Company;in each case as assessed and determined by the Company.

9 SUPERANNUATION

- 9.1 During the period the Employee serves the Company under this Contract the Company will make superannuation contributions for the benefit of the Employee:
 - (a) as required by any Federal or State legislation (including the Superannuation Component); and
 - (b) for any additional amounts elected by the Employee in accordance with this Contractto any complying superannuation fund nominated in writing by the Employee.
- 9.2 If:
 - (a) the Employee elects to have superannuation contributions in addition to the Employer Superannuation Component; or
 - (b) the Employer Superannuation Component increases by operation of law,

above the amount stated in **Item 4** of the Schedule, the Company will reduce one or more of the other components of the Annual Remuneration to account for that increase.

10 EXPENSES

10.1 The Employee will be reimbursed for all authorised travel, accommodation and other business related expenses reasonably incurred in the performance of the Employee's duties.

10.2 Reimbursement is subject to the presentation of appropriate invoices and/or accounts. The Employee is responsible for providing the appropriate documentation for reimbursement.

11 ANNUAL LEAVE

The Employee is entitled to four weeks annual leave each year in accordance with the provisions of the Fair Work Act.

12 LONG SERVICE LEAVE

The Employee will accrue long service leave in accordance with the legislative instrument in the State in which the Employee is employed or the Fair Work Act, whichever applies.

13 PERSONAL LEAVE (SICK/CARER'S LEAVE)

The Employee is entitled to 10 days paid personal leave each year in accordance with the Fair Work Act.

14 OTHER LEAVE

All other leave, including compassionate leave, parental leave and community service leave, will be provided to the Employee in accordance with Company policy and/or the Fair Work Act, whichever is more generous.

15 PUBLIC HOLIDAYS

The Employee will be entitled to be absent from work on a day or part day that is a public holiday in accordance with the relevant legislation applicable.

16 CONFIDENTIAL INFORMATION

16.1 The Employee must:

- (a) keep any Confidential Information which the Employee has received (whether before the date of this Contract and in whatever capacity) secret and confidential, except to the extent that the Employee is required by law to disclose it;
- (b) take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Confidential Information;
- (c) refrain from using or attempting to use Confidential Information in any manner which will or may cause or be calculated to cause injury or loss to the Company or its customers or clients; and
- (d) not, except in the ordinary and proper course of employment with the Company, use or disclose or allow to be used or disclosed any Confidential Information to any third party without the prior written consent of the Board.

16.2 The Employee acknowledges and agrees that:

- (a) confidential Information will be disclosed to the Employee;
- (b) disclosure of such Confidential Information may diminish the value of the Confidential Information and could materially harm the Company;
- (c) the obligations in this provision are reasonable in all the circumstances and necessary to protect the goodwill of the Company; and
- (d) the remedy of damages, in the event of disclosure of Confidential Information or breach of the obligations in this provision may be inadequate to protect the interests of the Company and the Company is entitled to seek injunctive relief, or any other relief.

16.3 The Employee's obligations under this provision survive the termination of this Contract to end of life.

16.4 This Confidentiality clause is to be read in conjunction with the previously signed Confidentiality Agreement, which continues to apply.

17 INTELLECTUAL PROPERTY

17.1 Subject to any written Contract to the contrary, all Intellectual Property Rights created by the Employee solely or jointly with others in the course of the Employee's employment automatically vest in the Company.

17.2 The Employee must disclose to the Company full details of any discovery, invention, design, development, technique, idea, method, secret process, system or improvement made or discovered by the Employee (alone or with others) during the course of the Employee's employment with the Company, in connection with or in any way affecting or relating to the Company's business or capable of being used or adapted for use by the Company or in connection with its business (Invention). The Employee agrees that all rights in such Invention will belong to the Company.

17.3 The Employee must at the request and expense of the Company do all things necessary or desirable to vest in the Company or its nominee absolutely as legal and beneficial owner all rights, title and interest in:

- (a) any Intellectual Property Rights created by the Employee in the course of the Employee's employment, including executing any documents which are reasonably required by the Company to give effect to this provision; and
- (b) any Invention, including securing patent or other protection anywhere in the world and executing any documents which are reasonably required by the Company to give effect to this provision.

17.4 The Employee must not disclose or make use of any Invention without the Company's prior written consent except to comply with this clause.

17.5 The Employee will not do or fail to do any act which would or might prejudice the rights of the Company under this clause.

17.6 The Employee's obligations under this provision survive the termination of this Contract to end of life.

17.7 The Employee consents to all or any acts or omissions by or on behalf of the Company (whether occurring before or after this consent is given) which infringe or may infringe any of the Employee's Moral Rights in relation to any Works and other Intellectual Property Rights made by the Employee in the course of the Employee's employment with the

Company. Furthermore, the Employee acknowledges that as a result of providing such consent, it waives its right to bring any Moral Rights claim against the Company.

17.8 The Employee's aforementioned consent is irrevocable and extends to:

- (a) the Company's licensees and successors in title in respect of the Works; and
- (b) any person authorised by the Company or its licensees or successors in title to do acts comprised in the copyright for the Works.

17.9 The Employee acknowledges that the consent is a genuine consent given under Part IX of the Copyright Act 1968 (Cth) and has not been induced by duress or any false or misleading statement.

18 MOBILE PHONE ALLOWANCE

18.1 You may be required to use your personal mobile phone for work purposes.

18.2 Conditional upon you maintaining a mobile phone capable of making and receiving calls, emails and text messages, you are entitled to receive a mobile phone allowance as seen in Item 4, in addition to your remuneration, payable in pro rata instalments where you are paid more regularly. You will not be entitled to any further payments in respect of work related use of your mobile phone without approval from your manager.

19 INSURANCE

19.1 Subject to this provision, the Company must procure and maintain at the Company's expense a directors' and officers' insurance and professional indemnity policy with a reputable insurer for the benefit of (amongst others) the Employee (D & O Policy).

19.2 Nothing in this clause constitutes a Contract by the Company to pay a premium which it is prohibited from paying under the Corporations Act or otherwise.

20 INDUCEMENTS

20.1 Except as provided in this Contract, the Employee must not solicit or accept any payment or other benefit as an inducement or reward for any act in connection with the business of the Company.

21 TERMINATION OF EMPLOYMENT

21.1 Despite any other provision of this Contract, this Contract may be terminated in writing, at any time by either party, and with period of notice set out in **Item 9** of the Schedule (or such shorter period as may be agreed).

21.2 The Employee will also be paid (if applicable):

- (a) the outstanding Annual Remuneration that is due and owing on the date of termination;
- (b) any amount payable in respect of accrued and untaken annual leave;
- (c) any amount to which they are entitled in respect of accrued and untaken long service leave; and
- (d) any reasonable out of pocket expenses that the Employee has incurred and would have been reimbursable in the event the Employment had continued.

21.3 The Company may require that the Employee:

- (a) not attend the office;

- (b) not undertake any work; and/or
 - (c) undertake only limited work,
- during part or all of the notice period.

21.4 The Company may terminate this Contract immediately, by giving written notice to the Employee, if the Employee:

- (a) commits any act which may detrimentally affect the Company including, but not limited to, an act of dishonesty, fraud, wilful disobedience, serious misconduct or breach of duty;
- (b) wilfully, persistently and materially breaches any of the provisions of this Contract;
- (c) fails to comply with a material provision of the policies or procedures of the Company as determined from time to time;
- (d) refuses or in any way materially fails to perform the Duties or to observe or perform any of the provisions of this Contract that bind the Employee within 30 days of receiving notice from the Company to do so;
- (e) accepts any form of commission or payment from a third party for services rendered by the Company which was not pre-approved in writing by the Board;
- (f) is charged with, or convicted, of any criminal offence which, in the opinion of the Board, may embarrass or bring the Employee or the Company into disrepute;
- (g) is or becomes totally or permanently disabled; or
- (h) is of unsound mind or becomes liable to be dealt with under any law relating to mental health.

21.5 If this Contract is terminated by way of 'immediate termination' under this clause, then the Company is not required to provide the Employee with a period of notice (or payment in lieu of notice), including the periods of notice set out in **Item 9** of the Schedule, and the Contract will come to an end on the date written notice of termination is provided or the date specified in the written notice.

21.6 Payment in lieu of notice

- (a) If the Company wishes to terminate this Contract and notice is required to be given, the Company may at its discretion, make payment to the Employee in lieu of part or all of the notice period for an amount equal to the proportion of the Employee's Annual Remuneration at the date at which notice is given which corresponds to the unexpired period of the notice.
- (b) Payment constitutes full satisfaction and discharge of the Company's obligations in respect of notice of termination.

21.7 The Company may suspend the Employee on full pay for any period if the Board considers it in the best interests of the Company to do so.

21.8 On termination of this Contract, the Employee must return to the Company all tangible property of the Company including all Confidential Information, books, documents, papers, materials, credit cards, cars and keys held by or under the control of the Employee.

21.9 The Employee agrees that the Company may deduct any outstanding advances or other payments due to the Company by the Employee before payment of any amounts are made to the Employee.

21.10 If the amounts owed by the Employee to the Company at the Termination Date exceed amounts payable to the Employee, the Employee agrees to repay such amounts to the Company within 14 days of the Termination Date, or over a longer period if approved by the Board.

21.11 Despite anything else in this Contract but subject to compliance with any applicable laws, this Contract will terminate should the Employee become permanently incapacitated by accident or illness from performing the Employee's duties under this Contract.

22 CHANGE OF CONTROL

22.1 If a Change of Control occurs during the term of an Employee's employment, and at any time within eighteen (18) months of that Change of Control having occurred, the Employee is not required to continue in their Current Position and is not offered employment in an Equivalent Position, Clause 22.3 shall apply.

22.2 If a Change of Control occurs, and an Employee's employment is terminated (other than voluntary resignation, retirement or termination for misconduct), Clause 22.3 shall apply.

22.3 Where this Clause 22.3 applies, the Employee shall be paid a lump sum payment in the amount of:

- (a) **Eighteen (18)** months of Base Salary; and
- (b) a further one (1) month of Base Salary for each complete year of service with any Related Body Corporate capped at a maximum of six (6) months of Base Salary, in addition to any other entitlements the Employee may have accrued up to that time (including payment of any bonuses and the like, on a pro-rata basis).

22.4 Notwithstanding Clauses 22.1, 22.2, and 22.3, there shall be no entitlement under Clause 22.3 or in relation to a Change of Control where the employment continues beyond eighteen (18) months from the date of the Change of Control.

22.5 In this clause:

- (a) "Base Salary" means the Employee's base salary for normal hours worked, not including superannuation, bonuses, overtime or any other allowances or benefits.
- (b) "Change of Control" means where a person or a person and its Associates by itself or together with its Associates acquires 50% or more of the Voting Shares of Company.
- (c) "Current Position" means the Employee's position at the time immediately before the Change of Control occurred.
- (d) "Equivalent Position" means employment with Company or an acquirer of Company, having regard to the role, title, position, salary and benefits, scope, overall duties, location and other relevant factors, which is materially equivalent or better, as compared to the Employee's position prior to the Change of Control.
- (e) "Voting Shares" has the meaning given in section 9 of the Corporations Act 2001.

23 POST-EMPLOYMENT RESTRAINT

23.1 The Employee agrees that they will not carry on or be engaged, concerned or interested, directly or indirectly, in any capacity specified in paragraph (a) below, in any business or activity specified in paragraphs (b) to (d) below, within any area specified in paragraph (e) below for any period specified in paragraph (f) below.

- (a) As:

Graphene Manufacturing Group Ltd

- i principal;
 - ii sole trader;
 - iii partner;
 - iv director or shareholder (other than as an ordinary shareholder in a publicly listed company);
 - v unit holder;
 - vi manager;
 - vii Employee;
 - viii employer;
 - ix agent; or
 - x consultant.
 - (b) In any business in competition with the Company or its related entities at the time of termination of employment.
 - (c) In any business (excluding Universities) that is a client of the Company or its related entities at the time of termination of employment.
 - (d) In any business (excluding Universities) that was a client of Company or its related entities during the term of the Employee's employment with whom the Employee had contact through the course of their employment with Company or its related entities.
 - (e) In the areas specified in **Item 7** of the Schedule.
 - (f) During the periods specified in **Item 8** of the Schedule.
- 23.2 The Employee separately enters into each of the covenants resulting from combining separately each of the capacities in paragraph (a) above with each business or activity in paragraphs (b) to (d) above and combining each such combination with each geographical area in paragraph (e) above and combining each such combination with each period in paragraph (f) above with the Company and its related entities.
- 23.3 Each of these covenants constitutes an independent and separate restraint imposed on the Employee.
- 23.4 If any of those covenants is or will become unenforceable, that does not affect the validity and enforceability of the other covenants imposed under this clause, which remain binding on the Employee.
- 23.5 For a period of 6 months commencing on termination of this Contract, the Employee must not engage in any of the following activities:
- (a) attempting to entice away or solicit any Employee of the Company; and/or
 - (b) attempting to entice away or solicit any Employee of the Company's related entities.

24 NON DISPARAGEMENT

The Employee must not at any time, either during Employee employment or at any time after their termination, disparage or otherwise make any statement, or permit or authorise any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other

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damage to the Company, any Related Corporation of the Company or any of their respective Employees or officers.

25 ASSIGNMENT

This Contract and the rights and benefits of the Employee under this Contract are personal to the Employee and are not assignable or transferable by the Employee and may not be assigned, pledged or encumbered by the Employee.

This Contract and the rights and benefits of the Company under this Contract may be assigned or transferred by the Company only to a Related Body Corporate without consent required by the Employee. A notice must be provided to the Employee stating such assignment or transfer is to occur at least 10 (ten) days prior to such assignment or transfer.

26 NOTICES

26.1 Any notice or other communication including any request, demand, consent or approval, to or by a party to this Contract:

- (a) must be in legible writing and in English addressed as shown at the commencement of this Contract or as specified to the sender by any party by notice;
- (b) where the sender is a company, it must be signed by an officer or under the common seal of the sender;
- (c) is regarded as being given by the sender and received by the addressee:
 - i if by delivery in person, when delivered to the addressee;
 - ii if by post, 3 Business Days from and including the date of postage; or
 - iii if by facsimile transmission, whether or not legibly received, when received by the addressee,
 - iv if by email, when sent by the sender

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day;

- (d) if to the Employee, will be addressed to the address set out in **Item 2** of the Schedule, unless otherwise directed by the Employee in writing; and
- (e) can be relied on by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

26.2 A facsimile transmission is regarded as legible unless the addressee telephones the sender within 12 hours after transmission is received or regarded as received under this clause and informs the sender that it is not legible.

26.3 In this clause a reference to an addressee includes a reference to an addressee's officers, agents or employees.

27 GOVERNING LAW

This Contract is governed by the law of the State, Territory or, if applicable, the Commonwealth described in **Item 10** of the Schedule. The parties submit to the non-exclusive jurisdiction of the Courts of the jurisdiction specified in **Item 10** of the Schedule and any court hearing appeals from those courts.

28 VARIATION OF TERMS

The terms of this Contract may be varied from time to time by mutual Contract in writing between the parties.

29 SEVERABILITY

If any of the terms and conditions of this Contract are void, or become voidable by reason of any statute or rule of law then that term or condition shall be severed from this Contract without affecting the enforceability of the remaining terms and conditions.

30 ENTIRE CONTRACT

30.1 The contents of this Contract constitute the entire Contract between the Employee and the Company. Any previous Contracts, understandings, and negotiations on this subject matter cease to have effect except for any confidentiality agreement which has been signed between the Parties and is still in effect..

30.2 The Employee acknowledges that in entering into this Contract, the Employee has not relied upon any promises, representations or warranties about the subject matter of this Contract except as provided in this Contract.

31 FAIR WORK STATEMENT

By signing this Contract the Employee acknowledges that the Company has provided it with a Fair Work Information Statement.

SIGNED BY AN AUTHORISED OFFICER OF THE EMPLOYER



Authorised Officer

Chief Executive Officer

Title of Authorised Officer

06 May 2021

Dated

SIGNED BY YOU



Employee

6 May 2021

Dated



C Ohlrich (May 6, 2021 20:37 GMT+10)

Witness

C Ohlrich

Name of Witness (printed)



R de Weijer (May 6, 2021 20:12 GMT+10)

Witness

R de Weijer

Name of Witness (printed)

SCHEDULE

Item 1	Company name and details	Graphene Manufacturing Group Ltd trading as Graphene Manufacturing Group Ltd ABN 83 614 164 877 Address: 6B, 37-41 Spine Street, Sumner QLD 4074
Item 2	Employee and name details	Ashok Kumar Nanjundan 29 Fossicker Circuit, Springfield 4300, QLD
Item 3	Position	Chief Scientific Officer (CSO)
Item 3.1	Manager	CEO
Item 4	Total remuneration package	Base Salary: per annum Superannuation: per annum BYO Phone Allowance: er month Reasonable Professional Association Membership Fee
Item 5	Commencement date	1st May 2021
Item 6	Employee's duties	- Lead and manage the scientific, research, and technological aspects of GMG's product development activities including optimising these based on: - customer feedback, - application requirements, - manufacturing process, - production costs and yield - intellectual property protection - Lead and manage the development of new graphene enhanced fluids, dispersions, rechargeable batteries, and other existing products. - Lead and manage the scientific, research, and technical development of the product certification and quality control methods in collaboration with third parties and Universities. - Support and engage nanomaterial standards organisations locally and globally - Lead and manage GMG's scientific, research and technical support of University initiatives and projects involving potential products, processes and discoveries. - Support the following activities of the COMPANY to: - Improve and optimise the bulk graphene manufacturing process to produce continuous bulk graphene at various specifications. - Improve the hydrogen manufacturing process - Support CEO and Board using scientific, research, and technical endeavours as required for the progress and development of the Company. - Ensure staff integrate on key touch points to progress the company's vision "Enhancing Society" and mission "Graphene Technology Enabling More for Less" - Exhibit and respect the Company's Values: - No Harm to People & Environment - Honesty & Integrity - Innovate to Deliver - Customer Delivery Focused, - Respect, Diversity & Inclusion - Cost Effective Sustainable Business, - Transparency & Clarity to Empower - Prepare/monitor budgets and control expenses within these budgets for scientific, research and technical initiatives.



Graphene Manufacturing Group Ltd

Item 7	Restraint Area	Australia, Queensland, Brisbane
Item 8	Restraint Period	12 Months, 9 Months, 6 Months, 3 Months
Item 9	Notice	7 days
Item 10	Governing law	Queensland