



OKA Holdings Pty Ltd

Level 1

135 High Street

Fremantle

WA 6160

13th October 2025

Kaleb Milsom
20 Milne Street
Bicton
WA 6157

Dear Kaleb,

RE: Private & Confidential - EMPLOYMENT CONTRACT

OKA Holdings Pty Ltd (Company or Employer), trading as OKA Australia, is pleased to offer employment to Kaleb Milsom (Employee) in the position described in **Schedule A, Item 1**, on the terms and conditions set out in this letter and the attached schedules.

Your direct supervisor or manager is detailed in **Schedule A, Item 2**.

This offer is conditional upon:

- I. You holding valid rights to live and work in Australia,
- II. All pre-employment information you have supplied being accurate, and
- III. The additional conditions (if any) listed in **Schedule A, Item 3**.

1. EMPLOYMENT TYPE AND DURATION

Your employment will commence on the date stated in **Schedule A, Item 4**, and is being offered as per the type stated in **Item 6**. If this is a fixed-term arrangement, it will end on the date stated in **Item 5**.

You will be required to work at the location/s stated in **Schedule A, Item 7** or any other site deemed necessary by the Employer to meet operational requirements.

Flexible work arrangements may be considered at your manager's discretion, subject to business requirements.

This employment is subject to the **Fair Work Act 2009**, **NES**, and the industrial award listed in **Schedule A, Item 9**.

2. POSITION AND DUTIES

You agree to perform all duties associated with your position as described in the attached Position Description or as reasonably assigned to you, consistent with your skills and qualifications.

The Employer may update your duties or job title from time to time as required.

We strive to maintain a flexible and progressive work environment that may involve evolving policies or operational changes.

In addition to your specific duties you must:

- a) serve the Company and the Group faithfully and diligently;
- b) perform to the best of your abilities and knowledge the duties assigned to you from time to time including duties for the benefit of the Group;
- c) maintain high standards of professionalism, ethics and integrity in your work;
- d) always act in the best interests of the Company and the Group;
- e) devote the whole of your time and attention during working hours to your duties;
- f) uphold and advance the core values of the Company brand;
- g) use your best endeavours to promote, develop and extend the Company's business and ensure the Company's profitability;
- h) comply with all directions given to you by the Company or its agents;
- i) comply with all laws (including without limitation all work health and safety legislation) and the rules and regulations of external agencies applying to your position and the duties assigned to you;
- j) disclose any matter that conflicts with, has the potential to conflict with, or has the potential to adversely affect the Company's interests or the interests of the Group; and
- k) have the right to work in Australia.

In addition to your specific duties you must not:

- l) be directly or indirectly engaged or involved in any other employment, position or business (including any activity which conflicts or is in competition with any of the Company's operations), other than:
 - i) through holding an interest in listed or unlisted investments representing no more than 5% of any class of securities in any one company; or
 - ii) with the Company's prior written consent.
- m) in performing your duties, accept any financial or other benefit except from the Company;
- n) bind or make representations on behalf of the Company except as the Company expressly authorises you to do;
- o) make any promises, representations, warranties or guarantees in relation to products unless those promises, representations, warranties or guarantees are consistent with those conditions that may be expressly authorised in writing by the manufacturer of the product;
- p) provide any verbal or written references on behalf of current or former the Company employees; or
- q) otherwise act in conflict with the Company's best interests, the interests of the Group, or the interests of the Company's suppliers, Customers or any other person or entity seeking to do business with the Company .

If, at any time, you are unclear about what you need to do to fulfil your duties and obligations to the Company, you should ask a Director for clarification.

3. PROBATIONARY PERIOD

Your employment is subject to a probationary period stated in **Schedule A, Item 10**. During this period, the company will review your performance and suitability for the role. The Probation period does not affect any minimum employment period under the applicable legislation.

Either party may terminate employment during this period by providing one-week written notice (or by payment in lieu, by the company). Should the notice period not be provided by the employee, the company reserves the right to deduct the notice period from any remuneration payable.

Upon Successful completion of the probationary period, a formal review will be conducted with your manager to discuss your performance, role scope, title and remuneration. This review will also consider the development of performance-based incentives and other professional growth opportunities within the company.

4. HOURS OF WORK

Your ordinary hours are specified in **Schedule A, Items 11 and 12**.

At the commencement of this agreement and for a period of 6 months, the Employer and Employee have agreed to a flexible working arrangement that includes periods of unpaid leave. This arrangement is intended to support the Employee in completing existing professional commitments outside of the Company. As a result, the Employee may work fewer than 38 hours per week but not less than 24 hours per week. The Employee will be compensated only for the actual hours worked, regardless of whether these hours fall below the standard 38-hour work week of a full-time employee.

Additional hours may be required to meet business demands. All overtime must be approved in advance by your manager. Unapproved overtime may not be paid.

You agree and acknowledge that overtime is not guaranteed and that prior to working hours, in addition to those specified in **Item 11** and **Item 12** you will seek written approval from your manager. Where you do not seek this approval, it will be considered unapproved overtime and payment may not be made.

Breaks will be in accordance with the relevant award and are specified in **Schedule A, Item 13**.

5. PUBLIC HOLIDAYS

You may be required to work on public holidays. Where this is the case, the request will be made in writing and must be considered reasonable. If you are unable to work, you must notify the Employer in advance.

6. REMUNERATION AND BENEFITS

You will receive an annual salary as listed in **Schedule A, Item 15**. Your salary compensates you for all ordinary hours and reasonable additional hours required to perform your role.

Your hourly rate will be no less than the minimum rate of the applicable Fair Work Award and level as listed in **Schedule A, Item 9**.

Any additional allowances, penalty rates, or applicable entitlements are listed in **Item 14**.

Payment frequency is outlined in **Item 17**, and is paid via Electronic Funds Transfer (EFT)

Superannuation will be paid in accordance with legislation and is additional to the agreed annual salary.

Reimbursement for pre-approved business expenses will be provided, as stated in **Item 16**.

7. LEAVE ENTITLEMENTS

Leave entitlements are provided in line with the National Employment Standards and applicable award, including annual, personal/carer's, parental, and long service leave.

The business may shut down for a period over Christmas/New Year. You agree to take paid (accrued) or unpaid leave during this time if applicable.

8. LICENCES AND QUALIFICATIONS

You must maintain any qualifications or licences required for your role. These are specified in **Schedule A, Item 18**.

9. POLICIES AND PROCEDURES

You must comply with all policies and procedures of the Employer. These may be updated at the Employer's discretion and do not form part of the employment contract.

10. WORKPLACE HEALTH AND SAFETY (WHS)

You must comply with all WHS legislation and company safety procedures. This includes reporting hazards and ensuring you are fit for duty each day.

You may be required to attend medical assessments to confirm fitness for work. Being under the influence of drugs or alcohol, or being unfit due to fatigue, may result in suspension or disciplinary action.

11. FITNESS FOR WORK

You must arrive at work in a condition fit to perform your role safely and effectively. Any impairment (including fatigue, illness, or medication) must be reported to the supervisor or director.

12. SUSPENSION FROM DUTIES

You may be suspended from duties where it is deemed in the best interest of the business (e.g., during a disciplinary investigation). Suspension does not imply termination.

13. TERMINATION OF EMPLOYMENT

During the Probationary Period, either you or the Company may terminate your employment by giving one (1) week's written notice of termination.

At any time after the Probationary Period, either party may terminate this agreement by providing written notice as per **Schedule A, Item 19** or in accordance with the NES and the applicable legislation, whichever is greater.

The Employer reserves the right to:

- Provide payment in lieu of notice,
- Request you work through the notice period, or
- Combine both.

In the event of termination by the employee, the Employer reserves the right to deduct the notice period from any remuneration due to the employee should the notice period not be provided.

The Company may terminate your employment at any time without notice (or payment in lieu of notice) if:

- I. in the Company's opinion, your conduct (whether by act or omission) amounts to serious misconduct, including, without limitation:
 - a. wilful or deliberate behaviour by you that is inconsistent with the continuation of the contract of employment;
 - b. conduct that causes imminent or serious risk to:
 - i. the health or safety of a person; or
 - ii. the reputation or viability of the Company;
 - c. engaging in dishonesty, theft, fraud or assault in the course of your employment;
 - d. being intoxicated at work; or
 - e. failing or refusing to carry out a lawful and reasonable instruction; or
- II. you fail to comply with any licencing or similar requirement applying to your position and the duties assigned to you; or
- III. you breach any other material provision of this Contract.

The Company may suspend you on full pay while investigating any matter that the Company reasonably believes could lead to the Company exercising its rights to terminate your employment or taking other disciplinary action against you.

During any notice period, the Company may direct the Employee not to attend work, to perform alternative duties, or to refrain from contacting clients or staff, while continuing to pay remuneration.

Upon termination, you must return all company property.

14. CONFIDENTIAL INFORMATION

"Confidential Information" means all information (in any form, whether written, oral, electronic or otherwise) that relates to the business, affairs, customers, suppliers, products, services,

finances, processes, plans, technology, know-how or trade secrets of the Company or any related entity, including information marked or treated as confidential, but excluding information that is or becomes public other than through a breach of this Agreement, is lawfully obtained by the Employee from a third party without restriction, or was already known to the Employee before disclosure by the Company.

You must:

- I. not, except as required in the performance of your duties:
 - a. make public or disclose to any person any Confidential Information; or
 - b. use, or allow or assist others to use, Confidential Information;
- II. do everything reasonably necessary to maintain the confidentiality of Confidential Information;
- III. if required by the Company, assist with any action the Company takes against any person in relation to Confidential Information; and
- IV. notify the Company immediately of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

You must not disclose any confidential or proprietary information belonging to the Company during or after your employment.

15. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that as part of your duties, and during your employment with the Company, you are required to develop ideas, concepts, inventions, and it is intended that the Company will own all Intellectual Property Rights arising out of:

- I. your employment; and
- II. the performance of your duties;

You:

- III. irrevocably assign to the Company and its successors all such Intellectual Property Rights (whether created before or after the execution of this Contract, and in consideration of the Remuneration);
- IV. must do everything necessary to formalise that assignment; and
- V. must notify the Company in writing of any products, processes, services or techniques developed by you in connection with the employment so that the Company can take the necessary steps to protect its Intellectual Property Rights.

You consent to any act or omission by the Company which might breach any Moral Rights you have in Works created by you in connection with the employment.

All information, including trade secrets, client data, and intellectual property, remains the property of the Company.

In the event of termination, you are required to return all property (keys, cards, etc.) and information owned by Employer to your manager prior to any payment of outstanding pay being made to you.

16. CONFLICT OF INTEREST

You must disclose any other employment or personal interest that may conflict with your duties to a Director of the Company. Failure to do so may result in disciplinary action.

17. COMPETITION AND RESTRAINT OF TRADE

For a period of up to 12 months following termination (reducing to 9, 6, or 3 months if a longer period is held unenforceable), and within Australia (reducing to Western Australia or within 10 km of the Perth metropolitan area if required), the Employee must not:

- I. engage in or assist any competing business;
- II. solicit or entice any client or employee of the Company.

18. SET-OFF

Any remuneration paid to the Employee above the minimum prescribed by the applicable award or the National Employment Standards may be applied as a set-off against any monetary entitlements arising under that award or legislation, including allowances, overtime, penalties, and annual leave loading.

The Employee authorises the Company to make reasonable deductions from wages or termination payments to recover any overpayments, advances, or other amounts lawfully owed by the Employee to the Company, in accordance with the Fair Work Act 2009 (Cth).

19. WARRANTIES AND GOVERNING LAW

The Employee warrants that they are not subject to any agreement or obligation that would conflict with the performance of their duties under this Agreement.

This Agreement is governed by the laws of Western Australia, and the parties submit to the exclusive jurisdiction of the courts of that State.

20. ENTIRE AGREEMENT

This contract contains the entire understanding between the parties. Any changes must be made in writing and signed by both parties.

You will be provided with the following documents:

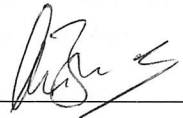
- Fair Work Information Statement; and
- Super Choice form

Acceptance

I, Kaleb Milsom, have read and understood the terms and conditions of employment set out above. I acknowledge and agree that all information provided pre-employment was true and correct and understand that if the Company becomes aware of any misleading, dishonest, or incomplete information was provided it may result in termination of employment.

On this understanding, I hereby accept the appointment with the Company in accordance with those terms and conditions.

Employee Signature: 

Director Signature: 

Employee Name: Kaleb Milsom

Director Name: Olive Banes

Date: 11/11/2025

Date: 11/11/2025

Schedule A: Summary of Employment Offer

Item	Description	Detail
1	Position Title	Technical Manager
2	Reports To	Oliver Barnes
3	Offer Subject To	Applicable qualifications such as valid trade certificate. Full Australian working rights.
4	Start Date	13 th October 2025
5	Fixed-Term End Date	N/A
6	Employment Type	Full time, Permanent
7	Location	Level 1, 135 High Street, Fremantle, WA 6160 Supplier and/or Client sites Other locations as agreed
8	Legislation	Fair Work Act 2009, NES
9	Applicable Award & Level	Manufacturing and Associated Industries and Occupations Award (MA00010), Level: V5 – Vehicle industry tradesperson level 1
10	Probationary Period	6 Months from Start Date
11	Ordinary Hours of Work	38 hours per week (up to 8 hours a day)
12	Spread of Ordinary Hours	Mon-Fri 7:00am to 6:00pm
13	Breaks	Minimum 20-minute unpaid meal break during working hours of 5 or more, or as specified in the award.
14	Additional amounts paid in accordance with Award.	Overtime, Allowances, Penalties
15	Remuneration	\$79,040 gross per annum plus superannuation
16	Reimbursements	The Company will reimburse you for reasonable expenses incurred in carrying out your duties, with prior approval, and on production of a receipt.
17	Pay Frequency	Monthly in arrears
18	Required Licences	As applicable to complete role and duties
19	Notice Period	Probation Period: one (1) week Employment: Four (4) weeks
20	Performance Review	Performance will be reviewed after one (1) month and every three (3) months thereafter through a two-way process covering performance, goals, and feedback.
21	Incentives	This role is eligible for short- and long-term incentives, subject to Company plans and performance outcomes.

