**MOMENTUM SPORTS**

**EMPLOYMENT CONTRACT**

*"Built for the Journey"*

**1. PARTIES**

This Employment Contract is made between:

**Employer:** Momentum Sports Pty Ltd (ABN: 12 345 678 901), a company incorporated in Australia with its registered office at Level 5, 123 Collins Street, Melbourne VIC 3000, Australia ("the Employer").

**Employee:** Rowan Mitchell ("the Employee").

**2. EMPLOYMENT PERIOD**

**2.1 Commencement:** Your employment commences on 17 January 2022.

**2.2 Ongoing Employment:** This is an ongoing, permanent full-time employment contract, subject to the termination provisions set out in this contract.

**3. POSITION AND DUTIES**

**3.1 Position:** You are employed in the position of Marketing Manager.

**3.2 Reporting Line:** You will report to Riley Chen (Sales Director).

**3.3 Key Responsibilities:** Your primary duties and responsibilities include, but are not limited to:

* Develop and execute marketing strategy aligned with sales objectives
* Manage brand positioning and ensure consistent brand expression across all touchpoints
* Plan and execute digital marketing campaigns including SEO, SEM, email, and social media
* Create content for website, product catalogs, and promotional materials
* Develop marketing programs for B2B reseller partners and B2C direct customers
* Manage marketing budget and measure ROI of campaigns
* Coordinate with Channel Manager on reseller marketing support
* Work with E-commerce Manager on website content and promotions
* Manage agency relationships and external marketing vendors
* Track marketing metrics and provide performance reports

**3.4 Additional Duties:** You may be required to perform other duties as reasonably directed by the Employer from time to time, consistent with your skills, qualifications, and experience.

**4. REMUNERATION AND BENEFITS**

**4.1 Base Salary:** Your annual base salary is $105,000 (inclusive of superannuation), paid fortnightly in arrears into your nominated bank account.

**4.2 Superannuation:** The Employer will make superannuation contributions on your behalf at the rate required by the Superannuation Guarantee (Administration) Act 1992 (currently 11.5% as of 1 July 2024) to your nominated complying superannuation fund.

**4.3 Performance Bonus:** You are eligible for an annual performance bonus of up to 12% performance bonus, subject to achievement of agreed performance objectives and company performance. Bonus payments are discretionary and paid annually following performance review.

**4.4 Salary Review:** Your salary will be reviewed annually as part of the performance review process. Any salary increases are at the discretion of the Employer.

**5. HOURS OF WORK**

**5.1 Standard Hours:** Your ordinary hours of work are 38 hours per week, Monday to Friday, 9:00 AM to 5:30 PM, with a 30-minute unpaid lunch break. Actual working hours may vary by mutual agreement.

**5.2 Additional Hours:** As a senior employee, you may be required to work additional hours from time to time to fulfill your duties. No additional remuneration will be paid for such hours, as your salary includes compensation for reasonable additional hours.

**6. LEAVE ENTITLEMENTS**

**6.1 Annual Leave:** You are entitled to four (4) weeks of paid annual leave per year, accruing progressively. Annual leave must be taken at times mutually agreed upon and with reasonable notice.

**6.2 Personal/Carer's Leave:** You are entitled to ten (10) days of paid personal/carer's leave per year, accruing progressively. This leave may be taken when you are unable to work due to personal illness or injury, or to care for an immediate family member who is ill or injured.

**6.3 Long Service Leave:** You will be entitled to long service leave in accordance with applicable state or territory legislation after completing the required period of continuous service.

**6.4 Public Holidays:** You are entitled to paid leave on public holidays as prescribed by the National Employment Standards and applicable state/territory legislation.

**6.5 Other Leave:** You are entitled to other leave types as prescribed by the Fair Work Act 2009, including parental leave, compassionate leave, and community service leave.

**7. TERMINATION OF EMPLOYMENT**

**7.1 Notice Period by Employee:** You may terminate your employment by providing four (4) weeks' written notice to the Employer, or such shorter period as agreed in writing by the Employer.

**7.2 Notice Period by Employer:** The Employer may terminate your employment by providing four (4) weeks' written notice, or payment in lieu of notice, except where termination is for serious misconduct.

**7.3 Summary Dismissal:** The Employer may terminate your employment immediately without notice or payment in lieu of notice in cases of serious misconduct, including but not limited to: theft, fraud, assault, being under the influence of alcohol or illegal drugs at work, or serious breach of company policies.

**7.4 Return of Property:** Upon termination, you must immediately return all company property, including but not limited to equipment, documents, keys, access cards, and confidential information.

**8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

**8.1 Confidential Information:** You acknowledge that during your employment you will have access to confidential information relating to the Employer's business, including but not limited to: customer lists, supplier information, financial information, business strategies, product information, pricing, and trade secrets.

**8.2 Obligation of Confidentiality:** You must not, during or after your employment, disclose or use any confidential information except as required in the proper performance of your duties or as authorized by the Employer.

**8.3 Intellectual Property:** All intellectual property created by you during the course of your employment, whether created during or outside normal working hours, belongs to the Employer. You agree to execute all documents necessary to give effect to this clause.

**8.4 Survival:** The obligations in this clause survive termination of your employment.

**9. CODE OF CONDUCT AND POLICIES**

**9.1 Compliance:** You must comply with all lawful and reasonable directions, company policies, and procedures as amended from time to time, including but not limited to those relating to workplace health and safety, anti-discrimination, and privacy.

**9.2 Professional Conduct:** You agree to conduct yourself in a professional manner at all times and to act in the best interests of the Employer.

**9.3 Conflicts of Interest:** You must immediately disclose any actual or potential conflicts of interest to the Employer. You must not engage in any activity that conflicts with the Employer's interests without prior written approval.

**10. SECONDARY EMPLOYMENT**

You must not engage in any other employment or business activity that may conflict with your duties to the Employer, or adversely affect your ability to perform your duties, without the prior written consent of the Employer.

**11. WORK LOCATION**

Your primary place of work is Level 5, 123 Collins Street, Melbourne VIC 3000, Australia. The Employer may require you to work at other locations as reasonably necessary for the performance of your duties, with reasonable notice.

**12. PRIVACY**

The Employer collects, stores, and uses personal information about you in accordance with the Privacy Act 1988 (Cth) and the Employer's Privacy Policy. You consent to the collection, use, and disclosure of your personal information for purposes related to your employment.

**13. GOVERNING LAW**

This contract is governed by the laws of the State of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria.

**14. ENTIRE AGREEMENT**

This contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements.

**15. VARIATION**

Any variation to this contract must be in writing and signed by both parties.

**EXECUTION**

The parties have executed this Employment Contract as of the date set out below.

**SIGNED for and on behalf of MOMENTUM SPORTS PTY LTD:**

*Alex Morgan*

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*Signature*

Date: 17 January 2022

**SIGNED by ROWAN MITCHELL:**

*Rowan Mitchell*

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*Signature*

Date: 17 January 2022

Momentum Sports Pty Ltd | ABN: 12 345 678 901

Level 5, 123 Collins Street, Melbourne VIC 3000, Australia

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