

# Executive Service Agreement

Caledon Coal Pty Limited

ACN 120 967 839

Peter Seear

Ref: SBE SNS 07-1403-5606

Level 36  
Riverside Centre  
123 Eagle Street  
BRISBANE QLD 4000  
Telephone: (07) 3259 7000  
Fax: (07) 3259 7111



9.	<b>INCENTIVE ARRANGEMENTS</b>		9
	9.1	Share options	9
	9.2	Bonuses	9
10.	<b>REMUNERATION REVIEWS</b>		9
	10.1	Review	9
	10.2	Criteria	9
	10.3	No obligation	9
11.	<b>ANNUAL AND OTHER LEAVE</b>		9
	11.1	Annual leave	9
	11.2	Public holidays	10
	11.3	Personal leave	10
	11.4	Long service leave	10
	11.5	Parental leave	10
	11.6	Other leave	10
12.	<b>CONFIDENTIAL INFORMATION</b>		10
	12.1	Proper use and security of Confidential Information	10
	12.2	Confidential information relating to this deed	11
	12.3	Exceptions	11
	12.4	Notifying the Employer	11
	12.5	Continuation	11
13.	<b>INTELLECTUAL PROPERTY AND MORAL RIGHTS</b>		11
	13.1	Disclose all Materials	11
	13.2	Intellectual Property Rights in Materials	11
	13.3	Moral Rights	12
	13.4	Effect to clause	12
	13.5	Continuation	12
14.	<b>WARRANTIES</b>		12
15.	<b>TERMINATION OF EMPLOYMENT</b>		12
	15.1	Immediate termination by the Employer	12
	15.2	Termination by the Employer with notice	13
	15.3	Resignation by the Executive	13
	15.4	Direction not to attend work or to perform different duties	13
16.	<b>RETURN OF PROPERTY</b>		14
	16.1	Return of Property	14
	16.2	Property	14
17.	<b>RESIGNATION FROM OFFICES</b>		14

Schedule	JOB DESCRIPTION	1
	26.1 Governing Law	17
	26.2 Giving effect to this document	17
	26.3 Waiver of rights	17
	26.4 Operation of this document	18
	26.5 Counterparts	18
26.	<b>GENERAL</b>	17
25.	<b>AMENDMENT</b>	17
24.	<b>NOTICES</b>	16
23.	<b>ACKNOWLEDGEMENTS BY THE EXECUTIVE</b>	16
22.	<b>SET-OFF</b>	16
21.	<b>MEDICAL EXAMINATIONS</b>	16
	20.1 Compliance with privacy and health laws	15
	20.2 Collection of the Executive's personal information	15
	20.3 Disclosure of the Executive's personal information	15
20.	<b>PRIVACY</b>	15
	19.1 Use of the Employer systems and resources	15
	19.2 Applicable laws and Policy	15
19.	<b>MONITORING AND SURVEILLANCE</b>	15
18.	<b>DEBRIEFING AND ASSISTANCE</b>	15
	17.1 Resignation	14
	17.2 Execution of documents	14
	<b>JOB DESCRIPTION</b>	20

**EXECUTIVE SERVICE AGREEMENT**

**DATE**

**PARTIES**

**Caledon Coal Pty Limited** ACN 120 967 839 (**Employer**)

Peter Seear of [insert address] (**Executive**)

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this document.

**Base Salary** means the amount specified in clause 6.1(a).

**Board** means the board of directors of the Employer or any authorised committee or delegate of the board of directors of the Employer.

**Board Papers** means any Board or committee paper, submission or minutes (including any document tabled at a meeting) provided by the Employer to the Board while the Executive is a director or employee of the Employer (whether or not the Executive is a member of the committee concerned).

**Commencement Date** means the date the Executive's employment commences as determined in accordance with clause 2.3(a).

**Confidential Information** means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business, operations or affairs of the Group, or of any customer of the Group including, without limitation:

(a) all technical or non-technical data, formulae, patterns, programs, devices, methods, techniques, plans, drawings, models and processes, source and object code, software and computer records;

(b) all business and marketing plans and projections, details of agreements and arrangements with third parties, and customer and supplier information and lists;

(c) all financial information, pricing schedules and structures, product margins, remuneration details and investment outlays;

(d) all information concerning any employee, customer, contractor or agent of the Group;

(e) the Group's policies and procedures; and

(f) all information contained in this document,

but excludes information that has come into the public domain other than by a breach of this document.

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

**Group** means:

- (a) Caledon Coal Pty Limited; and
- (b) any related body corporate (as that term is defined in the Corporations Act) of the Employer; and
- (c) any entity that controls, is controlled by or is under common control with, the Employer; and
- (d) any other entity that is connected with the Employer or any other member of the Group by a common interest in an economic enterprise, for example, a partner or another member of a joint venture.

**Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and confidential information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable.

These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, such as Moral Rights.

**Managing Director** means the Managing Director of Caledon Coal Pty Limited.

**Materials** means works, ideas, concepts, designs, inventions, developments, improvements, systems or other material or information, created, made or discovered by the Executive (either alone or with others and whether before or after the date of this document) in the course of the Executive's employment or as a result of using the resources of the Group, or in any way relating to any business of the Group.

**Minimum Superannuation Contribution** means the amount that the Employer must contribute to a Superannuation Arrangement on behalf of the Executive to avoid being liable for the superannuation guarantee charge under the Superannuation Guarantee Legislation.

**Moral Rights** means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature, that exist, or may come to exist, anywhere in the world in all Materials made or to be made by the Executive in the course of the Executive's employment.

**Superannuation Arrangement** means a superannuation fund or RSA (Retirement Savings Account) (as those expressions are defined in the Superannuation Guarantee Legislation) in respect of which contributions made by the Employer reduce the Employer's potential liability for the superannuation guarantee charge under the Superannuation Guarantee Legislation.

**Superannuation Guarantee Legislation** means the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Act 1992* (Cth).

**Total Remuneration** means the amount specified in clause 6.1.

**Workplace Relations Act** means the *Workplace Relations Act 1996* (Cth).

1.2

**Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
- (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a policy, document or agreement, or a provision of a policy, document or agreement, is to that policy, document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other gender.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) A reference to **dollars** or **\$** is to an amount in Australian currency.

**2. ENGAGEMENT**

(h) A reference to **Group** includes any member of the Group.

**2.1 Appointment**

The Employer employs the Executive on the terms set out in this document. These terms replace and supersede all prior arrangements whether verbal or in writing between the Employer and the Executive.

**2.2 Role and identity of Employer**

*Chief operating officer*

The Executive is initially employed in the role of [insert name of role], and may subsequently be employed in other comparable roles as determined by the Employer.

**2.3 Employment period**

The Executive's employment: *19<sup>th</sup> October 2006*

(a) commences on [insert date] or such other date as may be agreed between the parties in writing (**Commencement Date**); and

(b) continues until the employment is terminated.

**2.4 Employment status**

The Executive is employed on a full-time basis.

**2.5 Recognition of prior service**

The Employer recognises the Commencement Date as the commencement date of the Executive's employment with the Employer for all purposes.

**2.6 Location**

(a) The Executive will initially be based at the Employer's offices in Brisbane, Queensland.

(b) the Employer may require the Executive to travel to other locations (including interstate and overseas). Without limitation, the Executive will be required to travel to countries where the Employer or any other member of the Group has business interests.

(c) Following consultation with the Executive, the Employer may require the Executive to relocate to other locations, either temporarily or permanently (including interstate and overseas).

**3. DUTIES AND RESPONSIBILITIES**

**3.1 Performance of duties**

The Executive must diligently and with due care and skill, perform the duties and responsibilities that the Employer assigns to the Executive. The Employer may vary these

duties and responsibilities at any time. The Executive's initial duties and responsibilities are set out in the job description at schedule 1.

**3.2 Devoting whole time to business**

The Executive must devote the Executive's whole time, attention and ability to the business of the Employer and the performance of the Executive's duties as set out in schedule 1 and, once appointed, as [insert name of position]. *Chief operating officer*

**3.3 Work for another Group member**

The Employer may require the Executive to perform work for any other member of the Group.

**3.4 No obligation to provide work**

The Employer is not obliged to provide the Executive with work during any part of the Executive's employment.

**3.5 Reporting**

The Executive will report to the Managing Director.

**3.6 Provision of information and compliance with laws, directions and policies**

The Executive must:

(a) comply with all lawful orders and instructions given by the Board;

(b) comply with all policies and procedures of the Employer and any other applicable policies of the Group;

(c) ensure the Employer complies with all applicable laws and regulations;

(d) provide full and prompt information to the Board regarding the conduct of the business of the Employer including any material issue within the Executive's knowledge affecting the Employer; and

(e) provide full and prompt information to the Board regarding any breaches or possible breaches by the Employer or any member of the Group of any applicable law.

**3.7 No conflict of interest or interest in other business**

Except with the prior written consent of Board, the Executive must not:

(a) have any direct or indirect financial interest in any entity or body that would be in conflict with the duties or responsibilities of the Executive, except as permitted under clause 3.8;

(b) hold any directorship or other office or accept any appointment to any other entity or body;

- (c) a superannuation contribution of 9% percent of Base Salary, which includes the Minimum Superannuation Contribution payable in equal monthly instalments.
- (b) an annual car allowance of \$25,000; and
- (a) a Base Salary of \$240,000 per annum payable in equal monthly instalments;
- The Executive's Total Remuneration comprises:
- 6.1 Remuneration**
- 6. REMUNERATION**
- The Executive must participate fully in performance reviews as required by the Employer.
- 5. PERFORMANCE REVIEWS**
- (b) The Executive's remuneration includes compensation for all hours the Executive is required to work.
- (a) Although the Employer's usual office hours are between 8.00 am and 5.00 pm Monday to Friday, business is frequently conducted outside these hours. Accordingly, the Executive must work the hours which are reasonably necessary to fulfil the requirements of the Executive's position, or as required by the Employer.
- 4. HOURS OF WORK**
- Except with the prior written consent of the Board, the Executive must not accept any gift of more than token value or favour from any person with whom the Executive has or has had business dealings on behalf of the Group.
- 3.9 Gifts**
- (b) Within 30 days of commencing employment or making an investment as described in subclause (a), the Executive must disclose in writing all such investments to the Employer.
- (a) Except with the prior written consent of Board, the Executive must not invest directly or indirectly in securities of a corporation which carries on business similar to or in competition with the Group, unless the investment is limited to 0.5% of the securities of the corporation if those securities are of a class listed on a stock exchange.
- 3.8 Investment**
- (d) become an Executive, agent or contractor of another person.
- (c) undertake any other trade, business or profession; or

The Employer will pay the Executive's Base Salary and any applicable allowances directly into a financial institution account nominated by the Executive, and acceptable to the Employer.

6.2 Payment of Salary

6.3 Superannuation Contribution

(a) Subject to this clause 6.3, the Employer will make the superannuation contribution in clause 6.1(c) to a Superannuation Arrangement chosen by the Executive (**Chosen Fund**).

(b) The Employer will only make the superannuation contributions to the complying fund if the Executive provides the following information:

(i) A written statement from the trustee of the Chosen Fund stating that the Chosen Fund is a resident regulated superannuation fund within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth) (**Superannuation Act**) and that it is not subject to a direction under section 63 of the Supervision Act; and

(ii) If the Chosen Fund is a self managed fund, evidence from the Australian Taxation Office that it is a self regulated fund through either:

(A) The notice of registration called *Advice about regulation of your superannuation fund* (for a new fund); or

(B) A letter of compliance called *Self managed superannuation fund compliance notice* (if the fund has been in existence for 2 years or more).

(c) The Executive must complete a Standard Choice Form (if requested to do so) and/or such other administrative procedures as are reasonably required by the Employer from time to time in relation to the arrangements in this clause 6.3.

(d) The Employer will not make superannuation contributions to the Chosen Fund if the Employer is required to become a participating employer in that fund. the Employer will, therefore, not make superannuation contributions where it is required to enter into a participation arrangement with the Chosen Fund.

(e) The Executive must inform the Employer if the Chosen Fund ceases to be a Superannuation Arrangement or otherwise would be unable to provide current information as required by clause 6.3(b) above.

(f) Where:

(i) The information required in clause 6.3(b) above is not provided; or

(ii) The Executive does not comply with the requirements in clause 6.3(c) above; or

(iii) The Chosen Fund is not a Superannuation Arrangement; or

- (iv) the Employer is required to enter into a participation arrangement with the Chosen Fund in order to make contributions to it, the superannuation contributions under clause 6.1(b) will be made to such Superannuation Arrangement as the Employer determines.
- 6.4 **Alteration of Total Remuneration**
- At the request of the Executive, or as determined by the Employer, the Employer may alter the components of the Executive's Total Remuneration, subject to the following conditions:
- (a) The cost to the Employer of providing the Total Remuneration must remain the same; and
- (b) The superannuation component of the Executive's Total Remuneration must not be less than the Minimum Superannuation Contribution or greater than the amount approved by the Employer; and
- (c) Any alteration must be in accordance with the Employer policy.
- 6.5 **Taxes**
- The Employer may deduct or withhold from the Executive's Total Remuneration, an amount equal to any fringe benefits tax or other tax payable by the Employer (other than payroll tax) on any component of the Executive's Total Remuneration.
7. **OTHER BENEFITS**
- 7.1 **Travel**
- The Employer will pay for the Executive's business related travel and accommodation expenses in accordance with the Employer policy.
- 7.2 **Other expenses**
- The Employer will reimburse the Executive for travelling and other out of pocket expenses which are properly incurred in the performance of the Executive's duties, and for which prior approval has been obtained, upon the Executive providing proper records such as invoices and receipts in accordance with the Employer's policy.
8. **APPLICATION OF INDUSTRIAL INSTRUMENT**
- If an industrial instrument (such as an award or enterprise agreement) applies to the Executive's employment:
- (a) the Executive's Total Remuneration compensates the Executive for all work performed, including but not limited to, any overtime, loadings, penalty rates, allowances and any other entitlement which may be due to the Executive under the industrial instrument; and
- (b) any entitlement under the industrial instrument will be calculated by reference to the applicable rate of pay in the industrial instrument.

<b>9.</b>	<b>9.1</b>	<b>Share options</b>	<p>(a) The Executive may be eligible to participate in the Finelot 2000 Discretionary Share Option Scheme (<b>Scheme</b>) at the discretion of the Board and subject to the rules of the Scheme as amended from time to time.</p> <p>(b) The Scheme, and any Options granted under the Scheme, do not form part of this Agreement. Except as required by legislation, any share options granted to the Executive do not form part of the Executive's Total Remuneration for the purpose of calculating payment in lieu of notice or any other entitlement.</p>
	<b>9.2</b>	<b>Bonuses</b>	<p>(a) The Executive may be eligible to participate in a bonus arrangement subject to such terms and conditions (including but not limited to performance targets) as the Board notifies to the Executive from time to time.</p> <p>(b) Except as required by legislation, bonuses do not form part of the Executive's Total Remuneration for the purpose of calculating payment in lieu of notice or any other entitlement.</p>
	<b>10.</b>	<b>REMUNERATION REVIEWS</b>	<p><b>10.1</b> <b>Review</b></p> <p>The Employer may review the Executive's Total Remuneration from time to time.</p> <p><b>10.2</b> <b>Criteria</b></p> <p>In reviewing the Executive's Total Remuneration, the Employer may consider various factors including but not limited to the Executive's performance, the Employer's performance, market forces, the remuneration of executives who have qualifications and experience similar to the Executive and who are employed by corporations similar to the Employer, and the prevailing business climate.</p> <p><b>10.3</b> <b>No obligation</b></p> <p>The Employer is under no obligation to increase the Executive's Total Remuneration.</p>
	<b>11.</b>	<b>ANNUAL AND OTHER LEAVE</b>	<p><b>11.1</b> <b>Annual leave</b></p> <p>(a) The Executive is entitled to 20 days' annual leave in accordance with the Workplace Relations Act and the Employer policy.</p> <p>(b) The leave is to be taken at a time or times mutually convenient to the Employer and the Executive, or otherwise as directed by the Employer.</p>

- 11.2 **Public holidays**
- (c) If the Executive accrues more than 40 days' annual leave, the Employer may direct the Executive to take annual leave in accordance with the Workplace Relations Act. The Executive is entitled to public holidays proclaimed in the State or Territory in which the Executive is based.
- 11.3 **Personal leave**
- (a) The Executive is eligible for 10 days personal leave each year in accordance with the Workplace Relations Act and the Employer's policy. Untaken personal leave will accumulate from year to year.
- (b) Accrued but untaken personal leave is not payable when the Executive's employment ends.
- (c) The Executive may only take personal leave in accordance with the Workplace Relations Act.
- 11.4 **Long service leave**
- The Executive is entitled to long service leave in accordance with the *Industrial Relations Act 1999* (Qld) or other applicable legislation.
- 11.5 **Parental leave**
- The Executive may be eligible for parental leave in accordance with the Workplace Relations Act and the Employer's policy.
- 11.6 **Other leave**
- The Executive may be eligible for other leave (such as bereavement leave or jury leave) in accordance with applicable legislation.
12. **CONFIDENTIAL INFORMATION**
- 12.1 **Proper use and security of Confidential Information**
- Subject to clause 12.2, the Executive:
- (a) must not use, disclose or copy Confidential Information in any form or in any manner; and
- (b) must use the Executive's best endeavours, including keeping such information in a safe place and implementing adequate security measures, to ensure that third parties do not use, disclose or copy Confidential Information,
- except for the purpose of and to the extent necessary to perform the Executive's employment duties.

12.2	<b>Confidential information relating to this deed</b>	The Executive must keep the terms and conditions of this deed entirely confidential and must not make any disclosure about it to any other employee of the Employer other than members of the Board and relevant human resources personnel.
12.3	<b>Exceptions</b>	The obligations in clauses 12.1 and 12.2 do not apply if:
(a)	The Board has agreed in writing to the specific disclosure, use or copying of Confidential Information; or	(a) must immediately notify the Board if the Executive becomes aware of any breach of the obligations in clauses 12.1 or 12.2; and
(b)	disclosure of specific Confidential Information is required to comply with any applicable law.	(b) must immediately notify the Board if the Executive is lawfully obliged to disclose any Confidential Information to a third party and must comply with the Employer's lawful directions in relation to the disclosure.
12.4	<b>Notifying the Employer</b>	The Executive:
(a)	The Executive:	(a) agrees that the Employer (or any member of the Group designated by the Employer) will own all rights in and to the Materials including any Intellectual Property Rights which subsist in the Materials or which may be obtained from the Materials, and
(b)	The Executive:	(b) to the extent necessary to give effect to this clause, agrees to assign all of the Intellectual Property Rights in such Materials to the Employer (or any member of the Group designated by the Employer).
12.5	<b>Continuation</b>	The Executive's obligations under this clause 12 continue after the Executive's employment ends.
13.	<b>INTELLECTUAL PROPERTY AND MORAL RIGHTS</b>	
13.1	<b>Disclose all Materials</b>	The Executive must disclose all Materials to the Employer.
13.2	<b>Intellectual Property Rights in Materials</b>	(a) The Executive:
(i)	The Executive:	(i) agrees that the Employer (or any member of the Group designated by the Employer) will own all rights in and to the Materials including any Intellectual Property Rights which subsist in the Materials, and
(ii)	The Executive:	(ii) to the extent necessary to give effect to this clause, agrees to assign all of the Intellectual Property Rights in such Materials to the Employer (or any member of the Group designated by the Employer).

- (b) The Executive warrants that to the best of the Executive's knowledge that the use of the Materials by the Group will not infringe any Intellectual Property Rights of any third party.
- 13.3 **Moral Rights**
- To the extent permitted by applicable law the Executive unconditionally:
- (a) consents to any act or omission that would otherwise infringe the Executive's Moral Rights, whether occurring before or after this consent is given; and
- (b) waives all of the Executive's Moral Rights that the Executive may have worldwide, for the benefit of the Employer, its licensees (including other members of the Group, where applicable), successors in title and anyone authorised by any of them to do any act comprised in any copyright in the Materials.
- 13.4 **Effect to clause**
- The Executive must, on request by the Employer, do all things and sign all documents necessary to give effect to this clause, including without limitation anything necessary to assist the designated Group member to obtain registration or to secure the ownership of any Intellectual Property Rights in any Materials.
- 13.5 **Continuation**
- The Executive's obligations under this clause continue after the Executive's employment ends.
14. **WARRANTIES**
- The Executive warrants that:
- (a) the Executive is an Australian passport holder or otherwise has the right to work in Australia;
- (b) any information provided to the Employer by the Executive about the work experience and qualifications of the Executive is correct; and
- (c) by entering into this document or performing the Executive's duties and responsibilities, the Executive will not breach any obligation the Executive has to a third party.
15. **TERMINATION OF EMPLOYMENT**
- 15.1 **Immediate termination by the Employer**
- (a) The Employer may immediately terminate the Executive's employment without notice or payment in lieu of notice if:
- (i) the Executive:
- (A) breaches any provision of this document;

- (a) For all or part of the Executive's notice period under clauses 15.2 or 15.3 (or at any time during the Executive's employment), the Employer may direct the Executive:
- 15.4 **Direction not to attend work or to perform different duties**
- (c) A payment in lieu of notice made under this clause, will be calculated on the basis of the Executive's Base Salary, and constitutes satisfaction of the Employer's obligations to employ the Executive during the notice period.
- (i) to retain the services of the Executive during the notice period; or
- (ii) not to retain the services of the Executive for some or all of the notice period, and make a payment in lieu of notice for the part of the notice period for which the Executive is not retained.
- (a) The Executive may resign from the Executive's employment by giving the Employer 12 months' written notice.
- (b) If the Executive resigns under this clause, the Employer may choose:
- 15.3 **Resignation by the Executive**
- (a) The Employer may terminate the Executive's employment by giving the Executive 12 months' written notice or 12 months' payment in lieu of notice, or a combination of notice and payment in lieu of notice.
- (b) A payment in lieu of notice made under this clause, will be calculated on the basis of the Executive's Base Salary.
- 15.2 **Termination by the Employer with notice**
- (b) If the Employer terminates the Executive's employment under clause 15.1, the Employer will pay the Executive up to the date of termination only.
- (ii) the Executive becomes bankrupt or makes an arrangement or composition with creditors.
- (B) engages in any misconduct;
- (C) willfully fails to discharge the Executive's duties or responsibilities;
- (D) engages in any other conduct (either inside or outside of the workplace) which is likely to affect adversely the reputation of the Group;
- (E) is removed from office as a director of the Employer under a provision of the Employer's constitution; or
- (F) commits any other act which at common law would entitle the Employer to terminate the Executive's employment without notice or payment in lieu of notice;

- (i) not to attend for work at the Employer's premises;
- (ii) to attend for work at a different location to the Executive's usual work location;
- (iii) to perform no work; or
- (iv) to perform designated duties whether or not these duties form part of the Executive's usual role.
- (b) The Executive's obligations under this document continue to apply during the period contemplated under paragraph (a).
16. **RETURN OF PROPERTY**
- 16.1 **Return of Property**
- Immediately on the Executive's employment ending or at any other time requested by the Employer, the Executive must return to the Employer or its authorised representative:
- (a) all property belonging to the Group (for example cards, keys, motor vehicles, mobile telephones, computers, equipment and materials) that the Executive has or can reasonably obtain; and
- (b) all property that the Executive has, or can reasonably obtain, that contains Confidential Information (including personal copies of all Board Papers).
- 16.2 **Property**
- In this clause, property includes anything on which information is recorded, for example, documents, computer disks and computer records.
17. **RESIGNATION FROM OFFICES**
- 17.1 **Resignation**
- Immediately on the Executive's employment ending, the Executive must resign from all directorships, offices and positions that the Executive holds in the Employer and any other member of the Group or in any other body or entity in connection with the Executive's employment.
- 17.2 **Execution of documents**
- If the Executive does not immediately resign from all directorships, offices and positions, the Executive authorises the Board (or any person authorised by the Board) to do all things and execute all documents necessary on behalf of the Executive to give effect to these resignations.

18.	<b>DEBRIEFING AND ASSISTANCE</b>	After the Executive's employment ends, upon payment of reasonable expenses by the Employer, the Executive agrees to assist the Employer as required in relation to any investigation, claim or litigation which may affect the Group.
19.	<b>MONITORING AND SURVEILLANCE</b>	<p>(a) consents to the monitoring, recording and surveillance of all communications and use of information technology systems and electronic resources in the course of the Executive's employment; and</p> <p>(b) acknowledges that the Employer may conduct surveillance, including video surveillance, of its employees in the workplace.</p>
19.1	<b>Use of the Employer systems and resources</b>	As a condition of using the Employer's communication and information technology systems the Executive:
19.2	<b>Applicable laws and Policy</b>	The Executive must comply with all applicable laws and the Employer policies relating to the use of all communications, information technology and electronic resources.
20.	<b>PRIVACY</b>	
20.1	<b>Compliance with privacy and health laws</b>	The Executive must comply with all obligations regarding the collection, use and disclosure of personal and health information in accordance with applicable privacy and health laws and the Employer policy.
20.2	<b>Collection of the Executive's personal information</b>	The Executive consents to the Group collecting, using and storing the Executive's personal and health information for any lawful purpose relating to the Executive's employment with any member of the Group. The Executive consents to the Group transferring the personal and health information outside Queensland and Australia in the course of the Group's business activities.
20.3	<b>Disclosure of the Executive's personal information</b>	The Executive consents to the Group disclosing the Executive's personal and health information to other persons for any lawful purpose relating to the Executive's employment. These persons include the Australian Tax Office, superannuation fund trustees and administrators, contractors, bankers, insurers, medical or occupational practitioners, laboratory analysts, investigators, financial and legal advisers, potential purchasers on sale of business, law enforcement bodies and regulatory authorities.

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either handed personally to the addressee, left at the addressee's address or sent to the addressee by mail, fax or email. The communication is regarded as given and received:
  - (i) if it is sent by mail to the person's postal address;
  - (A) within Australia – 3 business days after posting; or
  - (B) to or from a place outside Australia – 7 business days after posting,
- or
- (ii) if it is sent by fax to the person's fax number or by email to the person's email address:

**24. NOTICES**

- (a) that the terms of this document are fair and reasonable;
- (b) that the Employer recommends that the Executive obtain independent legal advice about this document; and
- (c) that the Executive has had a reasonable opportunity to obtain independent legal or other advice about this document.

The Executive acknowledges:

**23. ACKNOWLEDGEMENTS BY THE EXECUTIVE**

- (a) agrees to pay to the Employer any amounts the Executive owes to the Employer (for example, amounts such as personal expenses incurred on a the Employer credit card or mobile telephone, or amounts owing for the Employer funded study assistance); and
  - (b) authorises the Employer to withhold unpaid amounts from monies otherwise owed to the Executive upon termination of employment.
- Immediately on the Executive's employment ending or at any other time requested by the Employer, the Executive:

**22. SET-OFF**

- (a) to participate fully in medical examinations and drug and alcohol testing (at the Employer's cost) as required by the Employer; and
- (b) that the Employer may obtain and use the results of these examinations for any purpose relating to the Executive's employment.

The Executive agrees:

**21. MEDICAL EXAMINATIONS**

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising the right) operates as a waiver of the right or otherwise prevents the exercise of the right; and
  - (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
  - (c) the exercise of a right does not prevent any further exercise of that right or of any other right.
- A right may only be waived in writing, signed by the party giving the waiver, and

**26.3 Waiver of rights**

Each party must do anything (including execute any document), and must ensure that its Executives and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

**26.2 Giving effect to this document**

- (a) This document is governed by the law in force in Queensland.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

**26.1 Governing Law**

**26. GENERAL**

This document can only be amended, supplemented or replaced by another document signed by the parties.

**25. AMENDMENT**

- (b) A person's address, fax number and email address are those set out below, or as the person notifies the sender:
    - (A) by 5.00 pm (local time in the place of receipt) on a business day – on that day; or
    - (B) after 5.00 pm (local time in the place of receipt) on a business day, or on a day that is not a business day – on the next business day.
- Employer:**  
 Address: 18 Upper Brook Street, London W1K 7PU, United Kingdom  
 Attention: Robert Alford, Chairman  
 Peter Seear  
 Address: 10-43 UPPER BROOKFIELD, 2D, BIRBAUR, QUEENSLAND 4069, AUSTRALIA  
 [insert address]

**26.4 Operation of this document**

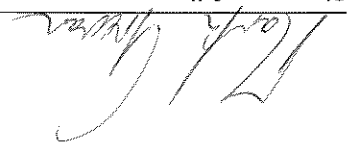
- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

**26.5 Counterparts**

This document may be executed in counterparts.

**EXECUTED** as a deed.

Executed under seal for Caledon Coal Pty  
Limited ACN 120 967 839 in accordance  
with its constitution:

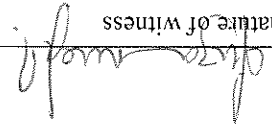


Signature of director

Name

Mark Trewin

**SIGNED, SEALED and DELIVERED** by  
**Peter Seear** in the presence of:

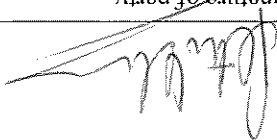


Signature of witness

Name

SUZANNE SEEAR

Signature of party



Name

Signature of director/secretary

The duties and responsibilities of the Executive are set out below:  
[insert job description]

**JOB DESCRIPTION**

**SCHEDULE 1**

---