



This Contract

is made on 21st January 2019

Between

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

and

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

BACKGROUND

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

The Employer And You Agree that:

1. DEFINITIONS

Associated Entities has the same meaning as in the *Corporations Act 2001 (Cth)*.

Confidential Information means all the information including trade secrets, Intellectual Property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, remuneration details, data concerning the Employer or any of its associated entities or any client of the Employer's, finances, operating margins, prospect's lists, and transactions of the Employer, but does not include information in the public domain otherwise than through a breach of an obligation of confidentiality.

Contract means this employment contract.

Intellectual Property means all form of intellectual property rights throughout the world including but not limited to present and future copyright, registered and unregistered trademarks, patent, design, rights, trade mark, any other intellectual or industrial property rights, discovery, invention, secret process or improvement in procedure of any kind whether arising from statute, under common law or in equity and confidential information including know-how and trade-secrets.

Moral Rights has the meaning given to it in the *Copyright Act 1968 (Cth)* and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.

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

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Works means all inventions, policies, practices, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials.

2. COMMENCEMENT AND WARRANTIES

- 2.1 Your date of commencement of employment with the Employer is identified at **Item 4** of the Schedule.
- 2.2 Your continued employment is contingent on having and maintaining an appropriate working visa. Where the visa expires, your employment will be terminated.
- 2.3 The terms and conditions of your employment will be in accordance with the Contract and, where applicable, the Industrial Instrument as named in **Item 5** of the Schedule (**the Industrial Instrument**), as varied and amended from time to time.
- 2.4 You agree that:
 - (a) you hold the qualifications and have the skills as represented by you to the Employer
 - (b) you have disclosed to the Employer any restraint or restriction which may affect your performance of work
 - (c) you enter into this contract without any form of coercion
 - (d) you are legally entitled to work in Australia, and agree to produce the appropriate documentation where requested by the Employer and
 - (e) you have and will maintain the licences and qualifications necessary to fulfil your role.

3. PROBATION

- 3.1 Your employment is probationary for the first three months of employment with the Employer.
- 3.2 During the probationary period, your employment may be terminated with one week's notice by either party, or payment in lieu of such notice.
- 3.3 The Employer may, at its discretion, extend the probation period.

4. POSITION AND TITLE

- 4.1 You are employed on a part time basis in the position described at **Item 3** of the Schedule.
- 4.2 You may be required to perform other tasks from time to time, as reasonably requested by the Employer

working visa. Where the visa expires, your employment will be terminated.

- 2.3 The terms and conditions of your employment will be in accordance with the Contract and, where applicable, the Industrial Instrument as named in **Item 5** of the Schedule (**the Industrial Instrument**), as varied and amended from time to time.
- 2.4 You agree that:
- (a) you hold the qualifications and have the skills as represented by you to the Employer
 - (b) you have disclosed to the Employer any restraint or restriction which may affect your performance of work
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5. PRINCIPAL DUTIES

- 5.1 You have general duties to:
- (a) comply with reasonable directions given to you by the Employer
 - (b) at all times act faithfully, honestly and diligently
 - (c) ensure you are performing solely work related activities in work time
 - (d) exhibit a professional and courteous attitude when dealing with the Employer, its customers, employees, suppliers and other members of the public and
 - (e) act in the Employer's best interests at all times.

6. EMPLOYER POLICIES AND PROCEDURES

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You agree that:

- (a) you will comply with all the Employer's policies and procedures, as amended from time to time at the sole discretion of the Employer
- (b) the specific detail of the Employer's policies do not form a term of your contract and
- (c) failure to comply with the Employer's policies may result in disciplinary action, up to and including dismissal.

7. PLACE OF EMPLOYMENT

- 7.1 The Employer's current primary business location is described in **Item 6** of the Schedule.
- 7.2 You will be required to work at this location, unless otherwise reasonably requested by the Employer.

8. HOURS OF WORK

- 8.1 The business' normal span of hours of operation are outlined at **Item 7** of the Schedule.
- 8.2 Your hours of work are outlined at **Item 8** of the Schedule. These hours of work may be subject to variation as agreed between you and the Employer, in writing from time to time.
- 8.3 In addition to those hours, you may also be required to work reasonable additional hours.

9. REMUNERATION

- 9.1 Your pay is set out at **Item 9** of the Schedule.
- 9.2 You will be entitled to any applicable penalty rates, overtime rates, allowances or loadings appropriate to your position as set out in the Industrial Instrument.
- 9.3 Where your pay exceeds any legislative minimum entitlements, any amount paid in excess of these minimum entitlements may be used to offset any entitlement that may otherwise have been applicable.
- 9.4 The Employer will make Superannuation contributions on your behalf in accordance with legislation.

10. ANNUAL LEAVE

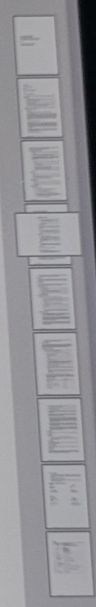
- 10.1 Full time employees will accrue up to four weeks of annual leave each year in accordance with the provisions of the Act. As a part time employee, you will progressively accrue annual leave on a pro rata basis based on your ordinary hours of work.

11. LONG SERVICE LEAVE

Long service leave will accrue in accordance with the relevant legislation.

12. PERSONAL LEAVE (SICK/CARER'S LEAVE)

- 12.1 Full time employees will accrue up to 10 days of paid personal leave each year in accordance with the Act. As a part time employee, you will progressively accrue leave on a pro rata basis based on your ordinary hours of work.



12.2 To be entitled to a period of paid or unpaid personal leave, you must provide satisfactory documentary evidence in accordance with the Employer's policies.

13. OTHER LEAVE

All other leave, including compassionate leave, parental leave and community service leave, will be provided to you in accordance with the Employer's policy and/or the Act, whichever is more generous.

14. PUBLIC HOLIDAYS

You are entitled to be absent from work on a day or part day that is a public holiday in accordance with the Act, unless reasonably required to work by the Employer.

15. COMPANY MOBILE PHONE

15.1 You may be provided with a company mobile phone in order to complete your duties as directed by the Employer.

15.2 This mobile phone may only be used for business purposes. Reasonable personal use is only permitted where specifically authorised by the Employer.

15.3 The use of the company mobile phone is subject to the terms and conditions contained within the Handbook.

16. CONFIDENTIAL INFORMATION

You agree at all times during and after your employment with the Employer:

- (a) to refrain from directly or indirectly disclosing to a third party Confidential Information except in the proper course of carrying out your duties
- (b) not to use the Confidential Information for any purpose other than for the benefit of the Employer
- (c) to keep confidential all Company Confidential Information and
- (d) to comply with the terms of this Contract unless otherwise required by applicable laws or regulations.
- (e) not removed from the Companys place of business without the Companys written consent
- (f) And that; no information nor non approved content will be allowed to be posted on any form of social media platform with out the Employer viewing and approval.

17. INTELLECTUAL PROPERTY

17.1 All Intellectual Property rights arising from any Works created or developed by you in the course of your employment (whether alone or with others) will belong to the Employer and you agree to immediately disclose to the Employer all such Works.

17.2 You agree that all existing Intellectual Property rights, title and interest in all Works created or developed by you in the course of your employment (whether alone or with others) are vested in the Employer and upon their creation, all such rights will vest in the



- laws or regulations.
- (e) not removed from the Company's place of business without the Company's written consent
 - (f) And that; no information nor non approved content will be allowed to be posted on any form of social media platform with out the Employer viewing and approval.

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- 17.2 You agree that all existing Intellectual Property rights, title and interest in all Works created or developed by you in the course of your employment (whether alone or with others) are vested in the Employer and upon their creation, all such rights will vest in the Employer. You agree to execute all documents and do all acts required to secure any Intellectual Property rights for the Employer.
- 17.3 For the benefit of the Employer, you consent to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all Works made or to be made by you in the course of your employment which might otherwise infringe your Moral Rights in those Works.

- 17.4 You warrant that you have consented without coercion or without relying on any representations other than those set out in this contract.

18. NON-DISPARAGEMENT

You must not at any time, either during your employment, or at any time after 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 damage to the Employer or any Associated Entity, or any of their respective employees or officers.

19. TERMINATION OF EMPLOYMENT

- 19.1 The Employer may terminate your employment without notice or without a payment in lieu of notice for any of the following reasons, if you:
- (a) commit any serious or persistent breach of any of the terms of the Contract
 - (b) are guilty of dishonesty, misconduct or neglect in the performance of your obligations under the Contract
 - (c) become insolvent or bankrupt or make any assignment or arrangement with your creditors
 - (d) are convicted of any criminal offence relevant to the performance of your obligations under the Contract
 - (e) refuse to comply with any reasonable instruction or direction including any failure to comply with your obligations under any of the Employer's rules, policies and/or procedures and any directions given by management of the Employer
 - (f) fail to perform to the standard reasonably expected by the Employer, including

Done

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- (c) become insolvent or bankrupt or make any assignment or arrangement with your creditors
- (d) are convicted of any criminal offence relevant to the performance of your obligations under the Contract
- (e) refuse to comply with any reasonable instruction or direction including any failure to comply with your obligations under any of the Employer's rules, policies and/or procedures and any directions given by management of the Employer
- (f) fail to perform to the standard reasonably expected by the Employer, including persistent failure to achieve targets
- (g) obtain a medical assessment result that is not satisfactory to the Employer and which objectively results in you being unable to perform your duties set out in the Contract
- (h) abuse alcohol or drugs whilst on the Employer's premises, or just prior to commencing work on the premises, which adversely affects your ability to carry out your duties or
- (i) engage in physical abuse or display unreasonable verbal aggression.

19.2 Following completion of your probationary period, at any time during the operation of the Contract, the Employer may terminate your employment by providing written notice in accordance with the table below or in accordance with the Industrial Instrument, whichever is more favourable:

Length of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year, not more than 3 years	2 weeks
More than 3 years, not more than 5 years	3 weeks
More than 5 years	4 weeks

19.3 If you are over the age of 45 years and have at least two years' service, you are entitled to one additional week's notice of termination.

19.4 You may terminate this contract at any time by providing the Employer with written notice in accordance with the above table.

19.5 The Employer may, at its discretion, make payment to you in lieu of all or part of this notice period. On termination, you are also entitled to payment for any untaken annual leave entitlements.

19.6 During the whole or any part of the notice period, the Employer is under no obligation to

Done

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You may terminate this contract at any time by providing the Employer with written notice in accordance with the above table.

- 19.5 The Employer may, at its discretion, make payment to you in lieu of all or part of this notice period. On termination, you are also entitled to payment for any untaken annual leave entitlements.
- 19.6 During the whole or any part of the notice period, the Employer is under no obligation to assign you duties or functions or to provide any work to you and may direct you not to attend work during all or part of the notice period.
- 19.7 On termination of employment for any reason, you must immediately return to the Employer all property, documents and items relating to the business of the Employer which you have in your possession or control. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information, programs, records and documents, intellectual property and other information, in whatever form, relating in any way to the Employer or its clients.
- 19.8 On termination of employment for any reason, you must also irretrievably delete any Confidential Information stored on any computer, magnetic or optical disk or memory, and all matter derived from those sources in your possession, custody, care or control outside the Employer's premises.
- 19.9 You will repay to the Employer the balance of any loans or advances made by the Employer against your pay or leave entitlements, or any money otherwise owed to the Employer by you. The Employer reserves the right to request to deduct any moneys owing to the Employer from your final pay.

20. REDUNDANCY

If your position is made redundant, you shall not be entitled to any payment except as required under the Act.

21. ASSIGNMENT

- 21.1 You may not assign or transfer the rights and benefits under this contract.
- 21.2 The Employer may assign its rights and obligations under the Contract to any person, business, company or entity.

22. GOVERNING LAW

The Contract shall be governed by the jurisdiction of the courts in the State or Territory as described at **Item 10** of the Schedule.

23. VARIATION OF TERMS

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

24. SEVERABILITY

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

25. ENTIRE AGREEMENT

The contents of the Contract constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

26. FAIR WORK INFORMATION STATEMENT

By signing the Contract, you acknowledge that the Employer has provided you with a copy of the Fair Work Information Statement.

SIGNED BY AN AUTHORISED OFFICER OF THE EMPLOYER

[Signature]
.....
Authorised Officer

[Signature]
.....
Witness

Manager
.....
Title of Authorised Officer

Joe Bay
.....
Name of Witness (printed)

.....
Dated

SIGNED BY YOU

Alfred Pucci
.....
Employee

[Signature]
.....
Witness

25/1/2019
.....
Dated

Gina Pucci
.....
Name of Witness (printed)

Done

ADP Employment pettrader Low_Res_Mono.PDF

Open in Books

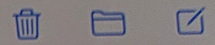
**SCHEDULE**

Item 1	Employer name and details	PET TRADER.COM.AU Pty Ltd ABN: 49 140 581 139 Address: 36 Shelley Street Campsie NSW 2194
Item 2	Your name and details	Alfred Pucci 1B/164 Burwood Rd CONCORD NSW 2137 0435 711 448 apucci1999@gmail.com
Item 3	Position	Facility Manager (Level 1)
Item 4	Commencement date	1 st February 2019
Item 5	The Industrial Instrument	National Employment Standard
Item 6	Location	1b Grand Ave, Rosehill, NSW 2142
Item 7	Business normal hours of operation	Monday to Saturday
Item 8	Your hours of work	38 hours/week or as required during seasonal period.
Item 9	Pay	\$106,000.00 PA exclusive of superannuation.
Item 10	Governing Law	New South Wales

Fri 15 Oct

43%

inbox



Found in Enrico Pucci IPS Inbox

4/10/21



Alfred Pucci Pettrader Pty Ltd
To: Jason MLC Micheal >

Website

Jason

Please see attached link of my employment.

<https://pettraderptyltd.com.au/>

www.pettraderptyltd.com.au

Thank you and have a great day.

Regards
Alfred Dean Pucci



Pettrader.com.au Pty Ltd

1b Grand Ave Rosehill NSW 2142



Begin forwarded message:

From: Ross Pucci <rossprivate@gmail.com>
Date: 14 September 2021 at 1:50:49 pm AEST
To: enrico <enicopucci@hotmail.com>

13th September 2021

Alfred Dean Pucci
1B/ 164 Burwood Road
Concord NSW 2137

Subject: Employment Status

To whom it may concern

This letter is to confirm Mr Alfred Dean Pucci is an employee of Pettrader.com Pty Ltd, as of the 1st February 2019 to current and his role consists of distribution within NSW.

We confirm Mr Pucci has served 3 years of service and is entitled to a salary of \$137,500.00 from the 1st July 2021 as per his employment contract.

Yours Sincerely

Lucia Gongora
HR Manager
Ph 0491 287 778

MacBook Pro



ASIC Current + Historical Company Extract 140581139

NOTE : This extract contains information derived from the Australian

NOTE : Securities and Investment Commission's (ASIC) database under

NOTE : section 1274A of the Corporations Act 2001.

NOTE : Please advise ASIC of any error or omission which you may identify.

140581139 **PETTRADER.COM.AU PTY LTD**

Document No

ACN : 140581139
Registered in : New South Wales
Registration Date : 16/11/2009
ACN/ABN : 49140581139
Review Date : 16/11/2021

Current Organisation Details

031072633

Name : PETTRADER.COM.AU PTY LTD
Name Start : 16/11/2009
Status : Registered
Start Date : 12/02/2021
Type : Australian Proprietary Company
Class : Limited by Shares
Subclass : Proprietary Company
Disclosing Entity : N

Ceased/Former Organisation Details

0D0744040

Name : PETTRADER.COM.AU PTY LTD
Name Start : 16/11/2009
Status : Strike-Off Action In Progress
Start Date : 21/01/2021
End Date : 11/02/2021
Type : Australian Proprietary Company
Class : Limited by Shares
Subclass : Proprietary Company
Disclosing Entity : N

Ceased/Former Organisation Details

1E5994318

Name : PETTRADER.COM.AU PTY LTD
Name Start : 16/11/2009
Status : Registered
Start Date : 16/11/2009
End Date : 20/01/2021
Type : Australian Proprietary Company
Class : Limited by Shares
Subclass : Proprietary Company
Disclosing Entity : N

Company Address

Type : Current Registered Office

7EBM10891

Start Date : 15/10/2021

Address : CAUSBROOK & ASSOCIATES PTY LTD LEVEL 33 SUITE 1 25 MARTIN PLACE SYDNEY

Type : Ceased/Former Registered Office**1E5994318**

Start Date : 16/11/2009

End Date : 14/10/2021

Address : 36 SHELLEY STREET CAMPSIE NSW 2194

Type : Current Principal Place of Business**7EBM10891**

Start Date : 16/09/2021

Address : 9 GEORGE STREET NORTH STRATHFIELD NSW 2137

Type : Ceased/Former Principal Place of Business**1E5994318**

Start Date : 16/11/2009

End Date : 15/09/2021

Address : 36 SHELLEY STREET CAMPSIE NSW 2194

Company Office Holder**Type : Current Director****1E5994318**

Appointment Date : 16/11/2009

Officer Name : BEY JOANNE

Born : [REDACTED]

Address : [REDACTED]

Type : Ceased/Former Director**1E5994318**

Appointment Date : 16/11/2009

Ceased Date : 14/12/2018

Officer Name : BEY SASSIN MICHAEL

Born : [REDACTED]

Address : [REDACTED]

Type : Current Secretary**1E5994318**

Appointment Date : 16/11/2009

Officer Name : BEY JOANNE

Born : [REDACTED]

Address : [REDACTED]

Share Capital

Note: For each class of shares issued by a proprietary company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Type : Current**1E5994318**

Class Code : ORD

Class Title : ORDINARY

Number of Shares/Interests Issued : 20

Total amount paid/taken to be paid : \$ 20.00

Total amount due & payable : \$ 0.00

Members

Type : Current

7EBE79888

Class Code : ORD

Number Held : 20

Beneficially Owned : Y

Fully Paid : Y

Member Name : BEY JOANNE

Member Address : [REDACTED]

Joint Holding : N

Type : Ceased/Former

1E5994318

Class Code : ORD

Number Held : 10

Beneficially Owned : Y

Fully Paid : Y

Member Name : BEY SASSIN MICHAEL

Member Address : [REDACTED]

Joint Holding : N

Document List**Form : 484**

7EBM10891

Pages : 2

Received : 08/10/2021

Processed : 08/10/2021

Effective : 08/10/2021

[484] Change to Company Details

[484B] Change of Registered Address

[484C] Change of Principal Place of Business (Address)

Form : 484

7EBE79888

Pages : 2

Received : 17/02/2021

Processed : 17/02/2021

Effective : 17/02/2021

[484] Change to Company Details

[484E] Appointment or Cessation of a Company Officeholder

[484N] Changes to (Members) Share Holdings

Form : 201

1E5994318

Pages : 3

Received : 16/11/2009

Processed : 16/11/2009

Effective : 16/11/2009

[201C] Application For Registration as a Proprietary Company

Contact Address

A contact address is the address to which communications and notices are sent from ASIC to the company.

Type : Current Contact Address for ASIC use only

Start Date : 11/02/2021

Address : GPO BOX 11 SYDNEY NSW 2001

End of Extract