



2005

PRIVATE AND CONFIDENTIAL

Dear .

OFFER OF EMPLOYMENT

Following recent discussions, Dawsons Mine Maintenance is pleased to make the following Offer of Employment to you, subject to the terms and conditions contained in the attached Australian Workplace Agreement and Salaried Conditions of Employment.

1. Position

You will be employed as Electrical Fitter Mechanic and will report to Bernie Dalton or such other person as determined by the Company. This position is based at Century Mine. If you decide to accept this offer, your employment will commence on a date to be agreed on between the employee and the company.

A condition of this appointment is that it will be subject to the successful completion of a three month probationary period, beginning from your commencement date.

2. Remuneration Package

Your all inclusive salary will be \$89,000.00 per annum.

- **Superannuation:** Company contributions no less than the minimum level of superannuation contributions required for the purposes of the Superannuation Guarantee Act.

Century Allowance

- Your remuneration package is inclusive of the Century Allowance that compensates for all entitlements which arise in relation to working at Century.

Please note, this Offer of Employment is subject to successful completion of a pre-employment medical.

Instructions

We have enclosed an Information Kit for your consideration.

Part of this Kit includes an "Information Statement for Employees" which is issued by the Office of Employment Advocate. The Information Statement for Employees contains information about the effect and operation of an AWA.

Please contact the Human Resources Officer, in the Human Resources Department, if you have any queries regarding these documents.

Please consider this letter of offer, the attached AWA and Salaried Conditions of Employment and Information Kit (including the Information Statement for Employees) carefully.

In summary, an AWA:

- (a) is a written agreement between an employer and employee about terms and conditions of employment (such as pay, hours of work, annual leave and sick leave);
- (b) must be signed by each employee and the employer concerned; and
- (c) takes the place of an award which would otherwise apply to the employee's employment.

A signed AWA must be approved by the Employment Advocate, an independent Government body. The Employment Advocate must not approve the AWA unless it is sure that the employee is not disadvantaged under the overall terms and conditions of the AWA when compared with the applicable award.

By law, you must not sign the AWA until five days has passed since the day you received the AWA. Once five days has passed and you accept the terms and conditions outlined in this letter of offer and the attached AWA and Salaried Conditions of Employment please do the following:

- (a) sign the AWA on the 6th day and have your signature witnessed by an independent person;
- (b) sign the Salaried Conditions of Employment;
- (c) sign the letter of offer; and the following completed documentation:-

- Employee Details Adjustment Form (payroll details)
- Employee Declaration (tax form)

within a period of ten days from the date of receipt of this letter of offer or prior to commencement, whichever is sooner. If you do not do so, the Company will assume that you do not wish to accept this Offer of Employment.

Please return all documentation to Dawsons, in the envelope provided. A copy of the offer is enclosed for your records.

Yours faithfully,



Sharon Dawson
Sales Manager

Attach.

I hereby acknowledge that I have read, understand and accept the conditions of employment as outlined in this Letter of Offer of Employment and the attached Australian Workplace Agreement and Salaried Conditions of Employment dated 14 July 2005.

(insert Signature)

(insert Date)

ANNEXURE "A"



AUSTRALIAN WORKPLACE AGREEMENT

Between

DAWSONS MINE MAINTENANCE

And

D. 2005

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THIS AUSTRALIAN WORKPLACE AGREEMENT MADE UNDER THE WORKPLACE RELATIONS ACT 1996 (CTH) is made between:

- (1) **DAWSONS MINE MAINTENANCE PTY LTD** (ACN 114 346 744) of 50 Greenbank Rd, Stratford, 4870 in the State of Queensland (the "Company"); and

IT IS AGREED as follows by the Company and the Employee:

1. DURATION OF AWA

1.1 This AWA shall take effect on the latter of the following dates:

- (a) the day the Employee commences their employment; or
- (b) the day after the filing receipt is issued by the Employment Advocate.

1.2 This AWA shall have a nominal operating period of three years however shall continue in force until whichever of the following occurs first:

- (a) the date on which the Employee's employment ceases.
- (b) Another arrangement is agreed by the parties;
- (c) One party formally notifies withdrawal from the agreement.

2. COMMENCEMENT OF EMPLOYEE'S EMPLOYMENT

The Employee's employment with the Company will commence on a date to be agreed between the Employee and the Company.

3. CONDITIONS OF EMPLOYMENT

The conditions of employment which apply to the Employee are contained in the document titled "Salaried Conditions of Employment" which is attached to this AWA as Attachment "A".

Nothing in this AWA shall be taken as in any way prohibiting or restricting disclosure or details of this AWA by either party to any person.

4. DUTIES

You will be required to carry out such duties as the Company may direct from time to time, provided that such duties are within your skills, training and knowledge.

5. TERMINATION

Termination provisions which apply to the Employee are contained in Clause 6 of the document titled "Salaried Conditions of Employment" which is attached to this AWA as Attachment "A".

6. REDUNDANCY

In the event that the Employee's position is made redundant, payment and notice in lieu of payment will be given in accordance with the following:

Severance Pay:

Period of Continuous Service	Severance Pay (weeks pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

Notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the above periods of notice, employees 45 years old or over who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice

7. OTHER

7.1 Meal and Rest Breaks

At a minimum, meal and rest breaks will be provided in accordance with the following:

Meal Break

Not less than one half hour.

Rest Break

10 mins in the employers time in the first and second half of the daily work, or by agreement a single 20 minute break.

7.2 Accommodation

Zinifex Century Mine will provide each FIFO Employee with reasonable accommodation and amenities while he or she is on site.

7.3 Meals

Zinifex Century Mine will provide each FIFO Employee with reasonable meals while he or she is on site.

7.4 Clothing

The Company will provide the Employee with at least three sets of work clothes and 1 pair of safety footwear per year. These will be replaced on a fair wear and tear basis.

7.5 Absence Through Illness

Clause 7.3 of the "Salaried Conditions of Employment" deals with the Employee's entitlement to leave in the case of sickness.

8. DISCRIMINATION

8.1 The parties to this AWA agree that:


- (a) it is their intention to achieve the principal object in paragraph 3(i) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this AWA; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
 - (i) where the AWA is approved before 23 June 2000, the payment of junior rates of pay; or
 - (ii) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - (iii) any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (A) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

9. DISPUTE RESOLUTION PROCEDURE


9.1 In relation to any matter that may be in dispute between the parties over the application of the AWA ("the matter"), the following will apply:

- (a) the dispute resolution procedure set out below will be followed:
 - (i) the Employee and supervisor will meet and confer on the matter;
 - (ii) if the Employee and supervisor cannot resolve the matter, the supervisor will arrange a meeting with the supervisor, immediate supervising manager and the Employee;
 - (iii) if the Employee, supervisor and immediate supervising manager cannot resolve the matter, the immediate supervising manager will arrange a meeting with the Manager Human Resources and/or General Manager, as appropriate;
- (b) the decision of the Manager Human Resources and/or the General Manager will be regarded as final;
- (c) at any stage in the dispute resolution procedure, the Employee may nominate a person employed by the Company to provide assistance with either communicating the matter or facilitating the procedure;
- (d) the parties agree that during the time when the parties attempt to resolve the matter:
 - (i) the Employee will continue, at all times, to work in a manner commensurate with the Employee's position and as directed by the Employee's Department Manager or other authorised officer of the Company, without bans, limitations or stoppages;
 - (ii) any ban, limitation or stoppage (other than for a stoppage etc authorised by law) will be grounds for disciplinary action and this may result in termination of the Employee's employment.
- (e) nothing in this clause shall be taken to restrict or deny the Employee exercising his or her legal entitlements.

SIGNED for and on behalf of **DAWSONS**
MINE MAINTENANCE PTY LTD by its duly
authorised agent, Sharon Dawson on
July 2005


.....

Witnessed by *TRACY HARRISON*


.....
(Signature of Witness)

of Cairns

SIGNED by .
on this day of

.....

Witnessed by
Please Print name

.....
(Signature of Witness)

of

Attachment A



SALARIED CONDITIONS OF EMPLOYMENT

Between

DAWSONS MINE MAINTENANCE PTY LTD

ACN 114 346 744

and

July 2005

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1. REMUNERATION

1.1. Remuneration Components

Dawsons Mine Maintenance Pty Ltd, hereafter known as 'the Company', will provide an all inclusive salary of \$89,000.00 per annum for your services, as specified in the Offer of Employment dated 14 July 2005.

Your remuneration will be reviewed on an individual basis each year.

Your remuneration is to compensate you fully in respect of all entitlements including payment for all hours worked, location, profession or occupation, qualifications and any other factors associated with this position.

1.2. Superannuation

The amount of your remuneration that may be allocated to superannuation must satisfy the minimum level of superannuation contributions for the purposes of the Superannuation Guarantee Act.

In addition to any allocation of your Remuneration to superannuation, you may also make additional contributions to superannuation for either yourself or your spouse by way of payroll deduction from your after tax income.

2. APPOINTMENT, POSITION AND PROBATION

*FLY IN/FLY OUT
FROM DONNSVILLE
BUS HIMSELF TO CARNS*

The Company will employ you in the position of Electrical Fitter Mechanic at Century Mine or such other position determined by the Company from time to time in accordance with the terms of this agreement. Your manager will initially be Bernie Dalton.

You will initially be employed for a probationary period of 3 months, beginning from your commencement date. During the probationary period, the Company and you may terminate your employment by:

- (a) you giving one week's notice; or
- (b) the Company giving you one week's notice or by paying an amount equal to your Total Fixed Remuneration for that period.

3. HOURS OF WORK

12hr shifts

You are required to work reasonable hours, which are necessary to ensure that the full requirements of your role are met. In accordance with the business needs of the site, the Company will determine your rostered hours of work within a spread of hours between 6.00am and 6.00pm Monday to Sunday or in accordance with a shift roster determined by the Company. The Company, in its sole discretion, may vary your rostered hours from time to time. If this occurs, the Company will give you 24 hours notice.

The Company's operations are based on a continuous process and as such, the Company may require you to work shiftwork from time to time. The Company will give you 24 hours prior notice where you are required to commence shift work and the applicable shift roster. The Company may alter the shift roster at any time. Where this occurs, you will be given 24 hours prior notice of your new shift roster.

Your level of remuneration set out in clause 1.1 above is to compensate you for all hours worked, including shift work and hours worked outside the spread of hours referred to above.

3.1. Century Mine and Port Commute Employees

Your present role and any future roles to which you are appointed may require you to work a regular commute cycle, between a Company nominated location and the site.

The duration of each shift under the nominated roster is notionally 12 hours subject to the requirements of the operations and your role. It is expected that you will work any reasonable hours necessary to ensure that the full requirements of your role are met.

Travel to and from site will be in your own time unless advised otherwise by the Company.

3.2. Disruptions to Commute Cycle

In the event that the scheduled flights are interrupted through any cause for which the Company cannot reasonably be held responsible (eg inclement weather) and this disrupts the normal shift change, the following will occur: refer to 3.3; 3.4; 3.5 below.

3.3. Departure from Site

Employees unable to leave the site will continue working until a shift roster change can occur. Such employees will be granted time off in lieu to be taken at a time mutually agreed between the Company and the Employee and subject to operational requirements.

3.4. Travel to Site

Employees unable to travel to site to commence their normal roster cycle are to be available for departure at the designated area. Such employees will be paid as normal and must be fit to commence duties upon arrival at site.

3.5. Roster Impacts

The roster change will take place as soon as practicable and the Employees concerned will resume their normal cycle.

4. DUTIES AND RESPONSIBILITIES

Position Descriptions will be periodically updated to reflect changes to your position, as the nature of your position and the level of responsibility may vary significantly during the term of your employment. Where significant changes to the organisation or performance of your work are proposed, you will be consulted.

You must:

- (a) perform to the best of your abilities and knowledge the duties assigned to you by the Company from time to time, whether during or outside normal business hours, at such places as the Company requires and for the Company or any Related Body Corporate as required by the Company;
- (b) serve the Company faithfully and diligently to the best of your ability;
- (c) use all reasonable efforts to promote the interests of the Company;
- (d) act in the Company's best interests;
- (e) comply with all lawful directions of the Company from time to time;
- (f) comply with all laws applicable to your position and the duties assigned to you;
- (g) report to the person or persons nominated by the Company from time to time;
- (h) assist in the training of other employees, as requested by the Company;
- (i) undertake such training courses in relation to enhancing or broadening your work skills, as requested by the Company from time to time;
- (j) undertake such 'medical surveillance' testing or random drug and alcohol testing as required by the Company. The Company will meet the expense of this testing; and
- (k) properly record and account for all transactions made by you on behalf of the Company by maintenance of the appropriate records and accounts. You must not for any reason record a false or misleading entry into such records or accounts.

5. DISCLOSURE OF INFORMATION ON ENGAGEMENT

It is a condition of acceptance of employment that all information provided by you to the Company prior to appointment is accurate and complete. Failure to comply with this obligation may result in disciplinary action being taken, including termination of employment.

6. TERMINATION OF EMPLOYMENT

6.1. Notice

Your employment may be terminated by either party by the giving of notice in writing, or by payment by the Company (at its sole discretion) to you of remuneration (as outlined below) in lieu of such notice.

Notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the above periods of notice, employees 45 years old or over who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice

6.2. Summary Dismissal

Despite the above provision, your employment may be terminated immediately and without notice if you:

- (a) disobey a lawful direction of the Company;
- (b) are guilty of other misconduct;
- (c) are engaged in any conduct which injures the reputation or standing of the Company or the Company's business; or
- (d) breach any material provision of the agreement set out in this letter.

If your employment is terminated in these circumstances, payment shall be up to the time of dismissal only.

6.3. Set Off

Monies advanced to you by the Company (whether by way of salary, loans or otherwise) and any other amounts owed by you to the Company may be set off against any accrued entitlements owing to you at the date of termination. The Company is authorised to make any deductions for the purposes of this clause following presentation of a statement of all amounts owed by you to the Company, such statement to be the conclusive evidence of such amounts.

6.4. Company Property

All property of the Company including, reports, documents, files, books, manuals, records, information, statements, papers, writing and similar items (whether in hard copy, electronic, magnetic or other form) relating to the Company's affairs, and other materials or equipment remain the property of the Company. This property shall be returned to the Company upon the termination of your employment with the Company.

6.5. Abandonment of Employment

Any unauthorised absence will be subject to disciplinary action and may result in termination of employment. If you are absent from work for three consecutive working days without notification to the Company, you will be deemed to have abandoned your employment.

7. LEAVE

7.1. Annual Leave – Century Mine, Queensland

4 WEEKS

For the purposes of this clause site means the mine site.

You will be entitled to a minimum of 160 hours annual leave per year upon completion of each 12 months' service.

Annual leave will be accumulated pro-rata on a monthly basis. Annual leave will be taken at a time agreed between you and the Company, subject to the convenience of the Company. Further, the Company may require you to take leave, but will give you not less than four weeks' notice of the date from which annual leave is to be taken, if this is to occur. Payment of annual leave shall be at the remuneration applicable immediately before the leave is taken and will be calculated in accordance with the Industrial Relations Act 1999.

Indicative Leave Accruals

Element	Commute (5/24, 7/7) or equivalent roster	Commute 14/7 (continuous shift)	Commute 9/5 (continuous shift) or equivalent roster
Basic	20 shifts @ 12 hours = 240 hours	28 shifts @ 12 hours = 336 hours	23 shifts @ 12 hours = 276 hours
Public Holidays	Public Holidays not observed	Public Holidays not observed	Public Holidays not observed
Total	240 hours per annum	336 hours per annum	276 hours per annum

7.2. Long Service Leave – Century Mine, Queensland

For the purposes of this clause site means the mine site.

You will be entitled to be paid long service leave on the following basis:

8.6667 weeks after 10 years of continuous service.

Long service leave accrues from the date your employment commences. Pro-rata payment for long service leave may be made after the completion of seven (7) years continuous service in accordance with the Industrial Relations Act 1999. You may choose to exercise the option of a payout of Long Service Leave Entitlements when they fall due.

7.3. Absence Through Illness

Sick leave is paid entirely at the discretion of Dawsons. A doctor's certificate is required if the sick leave is for more than a 2 day absence. The amount of leave paid may vary according to individual circumstances.

Dawsons will generally provide paid sick leave for such time as is genuinely required subject to the review process.

Before granting paid sick leave, or any other period of unpaid leave, the Company may require you to be examined by a medical practitioner nominated by the Company in respect of the illness or injury who will provide a report to the Company.

7.4. Special Leave

The Company recognises that there may be occasions when your absence is necessary due to special circumstances. Such circumstances will include cultural or religious reasons, unforeseen family matters or bereavement of immediate family or significant community members. Up to a period of three (3) days per annum are available for these purposes.

Where all other leave entitlements have been utilised, the Company may grant special leave without pay at the discretion of your General Manager.

7.5. Parental, Carers and Other Leave

The Company will provide parental, carers and other leave in accordance with applicable legislation.

7.6. Biological and Environmental Monitoring Programs

Zinifex Century Mine complies with the requirements of the Worksafe Australia National Standard for the Control of Inorganic Lead at Work (1994). Part of this Worksafe Standard requires that biological monitoring of all workers in lead processes be routinely undertaken. Biological sampling includes, but is not restricted to, blood and urine sampling. Therefore, it is a condition of your

employment with Dawsons Mine Maintenance that you will participate in biological and environmental monitoring programs undertaken. Specifically, you will be required to submit to venous testing at intervals determined by regular review of your most recent test result.

In the event of your blood lead level exceeding specified "transfer level", you will be transferred to a "non-lead risk" area until such time as your blood lead level is sufficiently reduced to allow you to return to a "lead risk" area. You will be transferred to a low risk area if your levels of cadmium, arsenic or mercury in your blood or urine exceed acceptable levels.

8. SECURITY REQUIREMENTS

Dawsons Mine Maintenance or Zinifex Century Mine may, through its officers, directors, or delegates, inspect your personal property in your work area or (in the case of Company facilities) accommodation rooms at any time for security reasons.

It is a condition of your employment with Dawsons that when requested to do so, you will allow such an inspection to take place and will cooperate fully with those who conduct such inspections.

You shall not, without prior consent from your General Manager, or other authorised officer, remove any records, documents, vehicles, tools, plant, equipment or other property from the workplace.

9. GENERAL

9.1. Safety

You and the Company acknowledge that workplace safety is a matter of utmost importance. The Company and you are bound by a number of statutory obligations to ensure that the workplace is safe.

9.2. Company representation

Only those personnel who are duly authorised to speak to the media or act on behalf of the Company may speak / write in the name of the Company to any public representative, internet newsgroup or chat room. Other employees participating in such forums, where approved in the course of business, may speak for themselves and must make this clear to the relevant audience.

9.3. Payment, Gifts and Gratuities

You will not give or receive any monetary payment, gift benefit, personal gratuity in, or in connection with, any business of the Company save and except in any case involving items of nominal value and authorised business expenditure for which approval has been obtained by you from the Company.

9.4. Obligations to the Company



employment with Dawsons Mine Maintenance that you will participate in all biological and environmental monitoring programs undertaken by Zinifex. Specifically, you will be required to submit to venous testing at a frequency determined by regular review of your most recent test result.

In the event of your blood lead level exceeding specified "transfer levels" you will be transferred to a "non-lead risk" area until such time as your blood lead level is sufficiently reduced to allow you to return to a "lead risk" area. You will also be transferred to a low risk area if your levels of cadmium, arsenic or mercury in blood or urine exceed acceptable levels.

8. SECURITY REQUIREMENTS

Dawsons Mine Maintenance or Zinifex Century Mine may, through its officers, employees or delegates, inspect your personal property in your work area or (in the case of site based Company facilities) accommodation rooms at any time for security reasons.

It is a condition of your employment with Dawsons that when requested to do so, you will allow such an inspection to take place and will cooperate fully with those who conduct it.

You shall not, without prior consent from your General Manager, or other delegated officer, remove any records, documents, vehicles, tools, plant, equipment or other property from the workplace.

9. GENERAL

9.1. Safety

You and the Company acknowledge that workplace safety is a matter of utmost importance. The Company and you are bound by a number of statutory obligations to ensure that the workplace is safe.

9.2. Company representation

Only those personnel who are duly authorised to speak to the media or analysts on behalf of the Company may speak / write in the name of the Company to any media representative, internet newsgroup or chat room. Other employees participating in such forums, where approved in the course of business, may speak only for themselves and must make this clear to the relevant audience.

9.3. Payment, Gifts and Gratuities

You will not give or receive any monetary payment, gift benefit, personal favour or gratuity in, or in connection with, any business of the Company save and except in any case involving items of nominal value and authorised business related expenditure for which approval has been obtained by you from the Company.

9.4. Obligations to the Company

You must not:

- (a) Except as necessary for the purposes of discharging your duties or with written authorisation from the Company, disclose to any third party during, or after, your employment with the Company, any confidential information relating to the Company's affairs;
- (b) Engage or be engaged either directly or indirectly in any other trade, business or occupation which deals with the Company, or which impacts on your ability to perform the work expected and required of you by the Company, except with prior written approval of the Company;
- (c) Engage or be engaged in any conduct or activity that may harm or adversely affect or potentially conflict with the Company's operations, business or interests;
- (d) Bring firearms or domestic animals onto Zinifex Century Mine Site, Karumba Port Facilities and exploration properties, or carry them in Company vehicles. Except in the case of emergency, no hitchhikers are permitted to be carried in Company vehicles; or
- (e) Use, possess or be under the influence of alcoholic liquor, drugs or other intoxicating substances, other than for bona fide medical reasons, during work hours or when representing the Company in your capacity as an employee. If you have consumed any of the above substances for bona fide medical reasons, you must inform your supervisor, so that an assessment can be made about your fitness to continue work.

It is your responsibility to raise with your General Manager the question of any activities that may fall into the above categories. Your General Manager will advise you if the activities are considered to be in conflict with Company interest.

10. INFORMATION ACQUIRED DURING EMPLOYMENT

It will be a condition of employment that you inform the Company fully of the results of all your work, whether during or outside office hours, which relate to the business or operations of the Company.

You agree to:

- a) presently assign to the Company all existing and future intellectual property rights in all inventions, models, drawings, plans, software, reports, proposals and other materials you create or generate (whether alone or with the Company or its contractors) for use by the Company; and
- b) acknowledge that by virtue of this paragraph all such existing rights are vested in the Company and, on creation, all such future rights will vest in the Company; and
- c) do all things reasonably requested by the Company to enable the Company to assure further rights assigned under this clause.

11. PERSONAL INFORMATION PRIVACY AND CONSENT

The Company is required to comply with the National Privacy Principles set out in the Commonwealth Privacy Act 2000 and requires all employees to observe these principles, as outlined in the Company's Privacy Policy.

In conducting its business, the Company frequently engages outside suppliers to provide services related to employment (eg. superannuation funds and medical practitioners). These arrangements often require the transfer of personal information between Dawsons and the supplier to enable the services to be effectively fulfilled. By accepting this offer of employment, you are consenting to the provision of your personal information, including health information (where applicable) between the Company and its service provider (or their agent), who will use that personal information in order to facilitate the provision of employment related benefits and services and to manage the employment relationship.

12. SEVERANCE

In the event that any part of this Contract becomes void or unenforceable, then that part shall be severed from this Contract. All parts of this Contract which do not become void or unenforceable shall remain in full force and effect and be unaffected by any severance.

13. CONTINUITY OF SUPPLY

You will continue, at all times, to work in a manner commensurate with your position and as directed by your General Manager or other authorised officer of the Company, without bans, limitations or stoppages.

Any ban, limitation or stoppage (other than for genuine safety reasons or otherwise authorised by law) will be grounds for disciplinary action and may result in termination of your employment.

14. STAND DOWN

The Company has the right not to pay you your remuneration for any day (or part of a day) on which you cannot perform your duties because of:

- (a) any strike affecting the Company's business;
- (b) any stoppage of work likely to affect the Company's business, for which the Company cannot be reasonably held responsible; and
- (c) any disruption to essential services which affects the Company's business.

15. PERSONAL BELONGINGS

All personal belongings either in the office, in transit or on the site are not covered by Company insurance.

16. EFFECT OF THE AWARD

This agreement shall operate to the exclusion of the relevant Awards.

17. ENTIRE AGREEMENT

This contract:

- a) constitutes the entire agreement between the parties as to its subject matter; and
- b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

For Dawsons Century Limited

Signed: 

Name: Sharon Dawson

Title: Sales Manager

Date: 14-7-05

For the Employee

Signed: _____

Name: _____

Date: _____