THIS DEED OF RELEASE AND SETTLEMENT

Is made between the following parties:-

1. **iApps Pty Ltd**
   (the **Company**)

2. **Adam Roth**
   (the **Applicant**)

   Collectively the **Parties**.

BACKGROUND

A. The Applicant was employed by the Company from 10 December 2010 to 18 October 2013 ("the **Employment"**).

B. On or about 18 October 2013, the Applicant's Employment came to an end ("**cessation of employment**").

C. Following the cessation of employment the Applicant commenced proceedings against the Company in the Fair Work Commission, Case Number C2013/6640 (**"the Proceedings"**).

D. The Parties wish to settle the Proceedings and all Claims (other than any statutory rights that may exist under relevant Workers Compensation and superannuation legislation) between them on the terms set out in this Deed.

1. INTERPRETATION

In this Deed:-

Claims means all claims, demands, suits, causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statue, with the exception of claims in relation to Workers Compensation and superannuation legislation.

Company includes each and all of the Company and all directors, officers, employees and agents of the Company and all Related Companies and all their directors, officers, employees and agents.

Default occurs when the Company fails to make a payment that is due and payable on or before the date for payment as referenced in Schedule One.

Indirect contact means contacting another party by or via a third party where the third party is instructed to make that contact at the Applicant's request.

Related Company includes each related body corporate of the Company as defined in the *Corporations Act 2001* (Cth) (regardless of whether the *Corporations Act 2001* (Cth) applies to that body corporate).

Settlement Date means the earliest date on which the Deed is executed by both parties.

Software means the software listed by the Applicant in paragraph 12 (iii) of his original complaint.

2. SETTLEMENT

In consideration for the release provided for in the Deed the Company, upon the executed Deed being returned to the Company, will do the following:-

2.1 Pay to the Applicant the gross sum of $16,500 in unpaid wages which is to be delivered to the him net after tax over a 12 month period in 12 equal instalments of $1,375 (gross) as set out in Schedule 1 to this Deed;

2.2 Within seven (7) days deliver to the Applicant:-

2.2.1 at the end of each of the 2013/2014 and 2014/2015 Financial Years group certificates which confirm the Company's payments to the Applicant.

2.2.2 a letter of apology for the underpayment of wages and entitlements and for statements made denying the Applicant's title of 'Chief Architect' and his standing within the organization;

2.2.3 a letter which sets out the Applicant's roles and responsibilities with the Company, including a Position Description for the role of Chief Architect, and which confirms that the Applicant held this position when the Applicant's position with the Company was made redundant; and

2.2.4 copies of the software which is listed by the Applicant in his Application at paragraph 12 (iii) (and by this delivery the Company acknowledges the Applicant was the inventor and is now the legal owner of the software).

2.3 Subject to the Applicant's warranty expressed in clause 2.5 of this Deed, the Company will hold the Applicant harmless for any conduct or alleged conduct that occurred before the settlement date which either directly or indirectly concerns Inspection Tool Box (ITB) or any matter mentioned in the Company's letter to the Applicant ('Re Breach of Contract of Employment') dated 5 November 2013.

In consideration of the release provided for in the Deed, the Applicant:-

2.4 Upon the executed Deed being returned to the Company and on delivery of the software to the Applicant grants to the Company an unrestricted, non-exclusive and irrevocable license to continue using and modifying this software for its own purposes;

2.5 Warrants that the only client or former client of the Company that he has contacted either directly or indirectly is Inspection Tool Box (ITB); and

2.6 with the exception of ITB, agrees to refrain from knowingly contacting any current or former client of the Company for a 12 month period commencing from 18 October 2013.

3. DEFAULT

3.1 Should the Company default and fail to remedy the default within seven (7) days, the balance outstanding as at the date of default shall become immediately due and payable by the Company to the Applicant as a debt;

4. RELEASE AND DISCONTINUANCE OF THE PROCEEDINGS

4.1. The Applicant releases and discharges the Company from all Claims (as defined in clause 1) which the Applicant has, or which but for this Deed, could, would, or might at any time have or have had against the Company in respect of or arising out of, either directly or indirectly, the Employment or Termination. This represents full and final settlement of all claims in respect to his Employment with the Company.

5. NON DISPARAGEMENT

5.1. The Applicant will not at any time:

a) disparage the Company or any of its directors, officers or employees; or

b) make any statement or publication, whether oral or in writing, which does, or is likely to, bring the Company or any of its directors, officers or employees into disrepute or ridicule; or

c) make any statement or publication, whether oral or in writing, which may otherwise adversely affect the Company's reputation.

5.2. The Company will not at any time:

a) disparage the Applicant to any potential employers; or

b) make any statement, whether oral or in writing, which may otherwise adversely affect the Applicant's reputation.

6. CONFIDENTIALITY

6.1. Subject to clause 6.2, each party must keep the terms of this Deed, its existence, and all discussions relating to the settlement reflected in this Deed, confidential.

6.2. A party may make a disclosure about this Deed to:

a) any professional adviser, financial adviser, legal adviser or auditor where that person is obliged to keep the information confidential; or

b) to enforce its rights or to defend any claim or action under this Deed.

7. GOVERNING LAW AND JURISDICTION

7.1. This Deed is governed by, and is to be construed in accordance with, the laws in force in Queensland.

7.2. Each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the Courts of Queensland and any Courts which have jurisdiction to hear appeals from any of those Courts and waives any right to object to any proceedings being brought in those Courts.

8. COUNTERPARTS

This Deed of Settlement and the terms within it may be executed in counterparts. This means that the execution will be complete when each party holds a copy of the Deed of Settlement signed by the other party, even though the signatures of both parties do not appear on the same copy.

9. ENTIRE AGREEMENT

This Deed embodies the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

10. BAR TO OTHER PROCEEDINGS

Subject to the exception contained in clause 3 herein, this Deed may be pleaded as a bar to any action commenced by the Applicant arising out of his Employment with the Company.

Subject to paragraph 2.5 and 2.6 of clause 2 herein, this Deed may be pleaded as a bar to any action commenced by the Company arising out of any conduct or alleged conduct of the Applicant which occurred prior to the settlement date.

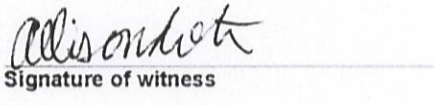
EXECUTED AS A DEED IN QUEENSLAND

Signed by **Adam Roth**

Signature

09/12/2013

Date



Signature of witness

Allison Roth

Name of witness (print)

Signed for **iApps Pty Ltd**

Signature of witness

Andrew Loughran

Name of witness (print)

Signature

R. Roth.

Name of signatory

11/12/13

Date

SCHEDULE ONE

Payment No	Payment Date	Payment Amount
1	31 December 2013	$1375
2	31 January 2014	$1375
3	28 February 2014	$1375
4	31 March 2014	$1375
5	30 April 2014	$1375
6	31 May 2014	$1375
7	30 June 2014	$1375
8	31 July 2014	$1375
9	31 August 2014	$1375
10	30 September 2014	$1375
11	31 October 2014	$1375
12	30 November 2014	$1375