

Executive Service Agreement

Caledon Resources plc

Mark Trevan

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CONTENTS

1	INTERPRETATION	1.1	Definitions	1
3		1.2	Rules for interpreting this document	1
4	ENGAGEMENT			4
4		2.1	Appointment	4
4		2.2	Role and identity of Employer	4
4		2.3	Employment period	4
4		2.4	Employment status	4
4		2.5	Recognition of prior service	4
4		2.6	Location	4
5	DUTIES AND RESPONSIBILITIES			5
5		3.1	Performance of duties	5
5		3.2	Devoting whole time to business	5
5		3.3	Work for another Group member	5
5		3.4	No obligation to provide work	5
5		3.5	Reporting	5
5		3.6	Provision of information and compliance with laws, directions and policies	5
6		3.7	No conflict of interest or interest in other business	6
6		3.8	Investment	6
6		3.9	Gifts	6
6	HOURS OF WORK			6
7	PERFORMANCE REVIEWS			7
7	REMUNERATION			7
7		6.1	Remuneration	7
7		6.2	Payment of Salary	7
7		6.3	Superannuation Contribution	7
8		6.4	Alteration of Total Remuneration	8
8		6.5	Taxes	8
8	MOTOR VEHICLE			8
9	OTHER BENEFITS			9
9		8.1	Travel	9
9		8.2	Other expenses	9

9	APPLICATION OF INDUSTRIAL INSTRUMENT	9
9	INCENTIVE ARRANGEMENTS	9
9	10.1 Share options	9
10	10.2 Bonuses	10
10	11.1 Review	10
10	11.2 Criteria	10
10	11.3 No obligation	10
10	12.1 Annual leave	10
11	12.2 Public holidays	11
11	12.3 Personal leave	11
11	12.4 Long service leave	11
11	12.5 Parental leave	11
11	12.6 Other leave	11
11	13.1 Proper use and security of Confidential Information	11
11	13.2 Confidential information relating to this deed	11
12	13.3 Exceptions	12
12	13.4 Notifying the Employer	12
12	13.5 Continuation	12
12	14.1 Disclose all Materials	12
12	14.2 Intellectual Property Rights in Materials	12
12	14.3 Moral Rights	12
13	14.4 Effect to clause	13
13	14.5 Continuation	13
13	15. WARRANTIES	13
13	16. TERMINATION OF EMPLOYMENT	13
13	16.1 Immediate termination by the Employer	13
14	16.2 Termination by the Employer with notice	14
14	16.3 Resignation by the Executive	14
14	16.4 Direction not to attend work or to perform different duties	14
15	17. RETURN OF PROPERTY	15
15	17.1 Return of Property	15

21	Schedule	1	JOB DESCRIPTION
18		27.1	Governing Law
18		27.2	Giving effect to this document
18		27.3	Waiver of rights
18		27.4	Operation of this document
19		27.5	Counterparts
18		27.	GENERAL
18		26.	AMENDMENT
17		25.	NOTICES
17		24.	ACKNOWLEDGEMENTS BY THE EXECUTIVE
17		23.	SET-OFF
16		22.	MEDICAL EXAMINATIONS
16		21.1	Compliance with privacy and health laws
16		21.2	Collection of the Executive's personal information
16		21.3	Disclosure of the Executive's personal information
16		21.	PRIVACY
16		20.1	Use of the Employer systems and resources
16		20.2	Applicable laws and Policy
16		20.	MONITORING AND SURVEILLANCE
15		19.	DEBRIEFING AND ASSISTANCE
15		18.1	Resignation
15		18.2	Execution of documents
15		18.	RESIGNATION FROM OFFICES
15		17.2	Property

EXECUTIVE SERVICE AGREEMENT

DATE 31 AUGUST 2006

PARTIES

Caledon Resources plc (Caledon Resources)

Mark Trevan of 20 Lilly Pilly Road, Pullenvale, Brisbane, Queensland, 4069 (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 lists; arrangements with third parties, and customer and supplier information and lists; 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).

Employer means, subject to clause 2.2, Caledon Resources.

Group means:

- (a) Caledon Resources; 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.

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).

TopCo means an Australian company incorporated to be the holding company of the Group's Australian assets.

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

ENGAGEMENT

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

The Executive is initially employed as a senior executive. Following the registration of TopCo:

- (a) the Executive will be asked to transfer his employment to TopCo and all references to "Employer" in this Agreement will be read as references to TopCo. The Executive agrees to consent to such transfer provided his continuity of service is preserved. Caledon Resources will notify the Executive of the name and ABN of TopCo and the date from which TopCo will become the Employer under this Agreement; and
- (b) the Executive will be employed in the role of Managing Director of TopCo, and may subsequently be employed in other comparable roles as determined by TopCo.

2.3 Employment period

The Executive's employment:

- (a) commences on 1 September 2006 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, Caledon Resources plc 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 Managing Director of TopCo.
- 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 directly to the Board, or any other person as nominated by the Board from time to time.
- 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;

- (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 fulfill the requirements of the Executive's position, or as required by the Employer.
- (b) The Executive's remuneration includes compensation for all hours the Executive required to work.

HOURS OF WORK

4.

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.

Gifts

3.9

- (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.
- (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.

Investment

3.8

- (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) undertake any other trade, business or profession; or
- (d) become an Executive, agent or contractor of another person.

No conflict of interest or interest in other business

3.7

- (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.

PERFORMANCE REVIEWS

The Executive must participate fully in performance reviews as required by the Employer.

REMUNERATION

6.1 Remuneration

The Executive's Total Remuneration comprises:

- (a) a Base Salary of \$325,000 per annum payable in equal monthly instalments; and
- (b) a superannuation contribution of 15 percent of Base Salary (currently \$48,750), which includes the Minimum Superannuation Contribution payable in equal monthly instalments.

6.2 Payment of Salary

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.

6.3 Superannuation Contribution

- (a) Subject to this clause 6.3, the Employer will make the superannuation contribution in clause 6.1(b) 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) (**Supervision 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.

7. **MOTOR VEHICLE**

(a) In addition to the Executive's Total Remuneration Package, the Employer will provide the Executive with a company motor vehicle for the Executive's use (including for business and private purposes) subject to the Employer's policies relating to company motor vehicles with an equivalent purchase price of no more than \$75,000, issued from time to time.

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.

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.

(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.

(a) The Executive may be eligible to participate in the Finelot 2000 Discretionary Share Option Scheme (Scheme) at the discretion of the board of directors of Caledon Resources plc and subject to the rules of the Scheme as amended from time to time.

10.1 Share options

10. INCENTIVE ARRANGEMENTS

(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.
If an industrial instrument (such as an award or enterprise agreement) applies to the Executive's employment:

9. APPLICATION OF INDUSTRIAL INSTRUMENT

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.

8.2 Other expenses

The Employer will pay for the Executive's business related travel and accommodation expenses in accordance with the Employer policy.

8.1 Travel

8. OTHER BENEFITS

(b) The Employer will:
(i) Meet the cost of maintaining, repairing, insuring, registering, and servicing the motor vehicle; and
(ii) Reimburse all reasonable running expenses incurred by the Executive in using the motor vehicle (including without limitation petrol).
(c) The Executive will:
(i) ensure that the motor vehicle is maintained in good working order;
(ii) comply with all laws relating to the driving of motor vehicles; and
(iii) complying with the Employer's policy relating to company motor vehicles.

- (a) The Executive is entitled to 20 days' annual leave in accordance with the Workplace Relations Act and the Employer policy.
- (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.
- (c) The Executive must not accrue more than 20 days' annual leave except with the prior written consent of the Board, at which time the Employer may direct the Executive to take annual leave in accordance with the Workplace Relations Act.

12.1 Annual leave

12. ANNUAL AND OTHER LEAVE

- 11.3 No obligation
The board of directors of Caledon Resource plc and the Employer are under no obligation to increase the Executive's Total Remuneration.

In reviewing the Executive's Total Remuneration, the board of directors of Caledon Resource plc and/or 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.

11.2 Criteria

The board of directors of Caledon Resource plc and/or the Employer may review the Executive's Total Remuneration from time to time.

11.1 Review

11. REMUNERATION REVIEWS

- (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 of directors of Caledon Resources plc) notifies to the Executive from time to time.
- (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.

10.2 Bonuses

- (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.

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.

13.2 Confidential information relating to this deed

except for the purpose of and to the extent necessary to perform the Executive's employment duties.

(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,

(a) must not use, disclose or copy Confidential Information in any form or in any manner; and

Subject to clause 13.2, the Executive:

13.1 Proper use and security of Confidential Information

13. CONFIDENTIAL INFORMATION

The Executive may be eligible for other leave (such as bereavement leave or jury leave) in accordance with applicable legislation.

12.6 Other leave

The Executive may be eligible for parental leave in accordance with the Workplace Relations Act and the Employer's policy.

12.5 Parental leave

The Executive is entitled to long service leave in accordance with the *Industrial Relations Act 1999* (Qld) or other applicable legislation.

12.4 Long service leave

(c) The Executive may only take personal leave in accordance with the Workplace Relations Act.

(b) Accrued but untaken personal leave is not payable when the Executive's employment ends.

(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.

12.3 Personal leave

The Executive is entitled to public holidays proclaimed in the State or Territory in which the Executive is based.

12.2 Public holidays

To the extent permitted by applicable law the Executive unconditionally:

14.3 Moral Rights

- (a) The Executive 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
- (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.

14.2 Intellectual Property Rights in Materials

The Executive must disclose all Materials to the Employer.

14.1 Disclose all Materials

14. INTELLECTUAL PROPERTY AND MORAL RIGHTS

The Executive's obligations under this clause 13 continue after the Executive's employment ends.

13.5 Continuation

- (a) must immediately notify the Board if the Executive becomes aware of any breach of the obligations in clauses 13.1 or 13.2; and
- (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.

The Executive:

13.4 Notifying the Employer

- (a) The Board has agreed in writing to the specific disclosure, use or copying of Confidential Information; or
- (b) disclosure of specific Confidential Information is required to comply with any applicable law.

The obligations in clauses 13.1 and 13.2 do not apply if:

13.3 Exceptions

- (A) breaches any provision of this document;
- (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;

(a) The Employer may immediately terminate the Executive's employment without notice or payment in lieu of notice if:

16.1 Immediate termination by the Employer

16. TERMINATION OF EMPLOYMENT

- (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.

The Executive warrants that:

15. WARRANTIES

The Executive's obligations under this clause continue after the Executive's employment ends.

14.5 Continuation

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.

14.4 Effect to clause

- (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.

- (a) For all or part of the Executive's notice period under clauses 16.2 or 16.3 (or at any time during the Executive's employment), the Employer may direct the Executive:
 - (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

16.4 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:
 - (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.

16.3 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.

16.2 Termination by the Employer with notice

- (b) If the Employer terminates the Executive's employment under clause 16.1, the Employer will pay the Executive up to the date of termination only.
 - (i) the Executive becomes bankrupt or makes an arrangement or composition with creditors.
- (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;

- (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).
- 17. RETURN OF PROPERTY**
- 17.1 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).
- 17.2 Property**
- In this clause, property includes anything on which information is recorded, for example, documents, computer disks and computer records.
- 18. RESIGNATION FROM OFFICES**
- 18.1 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.
- 18.2 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.
- 19. DEBRIEFING AND ASSISTANCE**
- 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.

20. MONITORING AND SURVEILLANCE

20.1 Use of the Employer systems and resources

As a condition of using the Employer's communication and information technology systems the Executive:

- (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
- (b) acknowledges that the Employer may conduct surveillance, including video surveillance, of its employees in the workplace.

20.2 Applicable laws and Policy

The Executive must comply with all applicable laws and the Employer policies relating to the use of all communications, information technology and electronic resources.

21. PRIVACY

21.1 Compliance with privacy and health laws

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.

21.2 Collection of the Executive's personal information

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.

21.3 Disclosure of the Executive's personal information

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.

22. MEDICAL EXAMINATIONS

The Executive agrees:

- (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.

SET-OFF

23.

Immediately on the Executive's employment ending or at any other time requested by the Employer, 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.

ACKNOWLEDGEMENTS BY THE EXECUTIVE

24.

The Executive acknowledges:

- (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.

NOTICES

25.

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:
- (A) by 5.00 pm (local time in the place of receipt) on a business day – or 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.

(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.

27.4 Operation of this document

- (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

27.3 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.

27.2 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.

27.1 Governing Law

27. GENERAL

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

26. AMENDMENT

Mark Trevan
Address:

20 Lilly Pilly Road, Pullenvale, Brisbane, Queensland, 4069

Attention:

Robert Alford, Chairman

Address:

18 Upper Brook Street, London W1K 7PU, United Kingdom

Employer

(b) A person's address, fax number and email address are those set out below, or as the person notifies the sender:

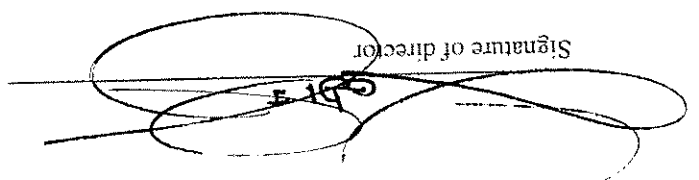
This document may be executed in counterparts.

27.5 Counterparts

(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.

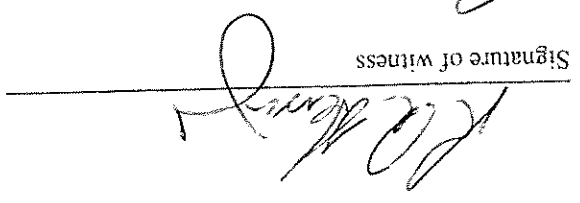
EXECUTED as a deed.

Executed under seal for Caledon Resources plc in accordance with its constitution:

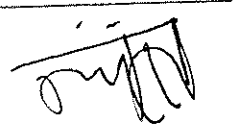
 Signature of director

ROBERT J ARFORD
Name

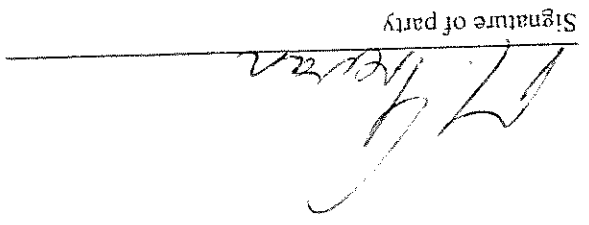
SIGNED, SEALED and DELIVERED by Mark Trevan in the presence of:

 Signature of witness

R. HERRINGE
Name

 Signature of director/secretary

MANISH KOTECHEA
Name

 Signature of party