



Executive Contract

Crown Resorts Limited (ABN 39 125 709 953) (**Company**)
Tony Weston (**Employee**)

Details

Date **5TH MARCH** 2021

Parties

Name	Crown Resorts Limited
ABN	39 125 709 953
Short form name	Company
Notice details	Level 3, Crown Towers, 8 Whiteman Street, Southbank Victoria 3006

Name	Tony Weston
Short form name	Employee
Notice details	Personal Information

Background

- A The Company has offered to employ the Employee, and the Employee has accepted that offer.
- B The parties wish to record the terms and conditions on which the Employee will be employed by the Company.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Board means the Board of directors of the Company.

Commencement Date means the date specified in part 2 of Schedule 1.

Company means Crown Resorts Limited ABN 39 125 709 953.

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

Documents means any form (including hard copy or electronic form) of the recording, presenting or storing of information.

Duties means the duties described in part 3 of Schedule 1, and Schedule 2, as well as any other duties (including for any Group Company) which are commensurate with the Employee's skills and experience and which are assigned to the Employee by the Company from time to time.

Group Company means a related body corporate of the Company.

Intellectual Property Rights means all intellectual property rights including:

- (a) patents, significant copyright works, registered designs, trademarks (both registered and unregistered), business and trade names, and the right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of those rights.

Key Performance Indicator (KPI) means a key performance indicator set by the Company for the Employee from time to time for the purposes of assisting in the review of the Remuneration Package under clause 7 and for determining the amount, if any, of STIP under clause 10.

Location means the location of employment specified in part 4 of Schedule 1.

LTIP means a long term or senior executive incentive plan in force from time to time.

Minimum Entitlements means any entitlement under legislation, an industrial instrument or otherwise to any payment or other benefit (including a minimum rate of pay, penalties, overtime pay, allowances and loadings) as a consequence of the employment of the Employee by the Company.

Moral Rights means, in relation to any copyright works that the Employee may author in the course of the Employee's employment by the Company, the right of attribution, the right to prevent false attribution, and the right of integrity.

Policies means the Company's policies and procedures, including the Company's Code of Conduct, each as in force (or amended) from time to time.

Position means the position specified in part 1 of Schedule 1.

Remuneration Components means the components of the Remuneration Package.

Remuneration Package means the package set out in part 6 of Schedule 1, and Schedule 3, or any other package the parties may agree from time to time.

STIP means a short term incentive payment.

Superannuation means superannuation as defined in clause 9.

Termination Date means the date on which this agreement terminates, for whatever reason, and however arising.

Total Fixed Remuneration (TFR) means the base salary and superannuation components of the Remuneration Package.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Melbourne, Australia time;
- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Appointment and Position

- (a) Subject to clause 3, the Company will employ the Employee in the Position from the Commencement Date.
- (b) The Company may from time to time require the Employee, either on a temporary or a permanent basis, to occupy a position other than the Position but only:
 - (i) after consulting with the Employee in relation to the change; and

- (ii) if the other position is at least equivalent in status to, and has a level of remuneration which is at least equivalent to that of, the Position.

3. Regulatory Approval

- (a) The Employee's employment with the Company is subject to and conditional upon the Employee maintaining any personal licence or approvals required by gaming regulators in any jurisdiction where the Company or any Group Company conducts its business and which are necessary for the Employee to discharge his duties under this agreement.
- (b) If any gaming regulator suspends, cancels or fails to renew any such licence or approval or the Employee does not otherwise at all times satisfy the regulatory requirements of any gaming regulatory authority or body which are necessary for the Employee to discharge the Duties, the employment of the Employee with the Company may be suspended in accordance with clause 18 or terminated in accordance with clause 19.
- (c) The Employee must inform the Company and all relevant gaming regulators if he is charged with or convicted of any criminal offence, on the commencement or finalisation of any civil proceedings in which he is involved as a party, on the commencement of any bankruptcy proceedings against her, on the making of any default judgment against her, or upon the Employee making any change of name or residential address. The Employee agrees that failure to give such notice may lead to suspension or cancellation of any licence and disciplinary action including termination of employment.

4. Employee's obligations

- (a) The Employee must:
 - (i) perform the Duties to the best of the Employee's abilities and knowledge;
 - (ii) perform the Duties during and, if required by the Company, outside the Employee's normal hours of work;
 - (iii) perform the Duties from the Location and, if required by the Company, relocate from the Location to any other location and perform the Duties from that other location;
 - (iv) engage in such travel as may be required from time to time;
 - (v) serve the Company faithfully and diligently to the best of the Employee's ability;
 - (vi) use all reasonable endeavours to promote the interests and reputation of the Company and the Group Companies;
 - (vii) act in the best interests of the Company and the Group Companies;
 - (viii) at all times display a thorough and professional manner, upholding and maintaining the Company's reputation, goodwill and customer relationships;
 - (ix) display the highest ethical and professional standards of service delivery and confidentiality towards the Company, its employees and its customers;
 - (x) comply with all reasonable and lawful directions of the Company and the Board specific to the Employee, as well as those generally applicable to the Company's employees (including, without limitation, the Policies); and
 - (xi) report to the person(s) holding the office(s) in the Company in part 5 of Schedule 1 or as otherwise directed by the Company from time to time.
- (b) Without limiting the Employee's obligations to the Company under this clause 4, the Employee must not:
 - (i) act in conflict with the best interests of the Company or any Group Company; or

- (ii) compete with the Company or any Group Company.

5. Change to Position, Duties, Location or Reporting Responsibilities

The employment of the Employee by the Company will continue under this agreement, unless varied or replaced by an agreement in writing, despite any change to the Position, Duties or Location, or to the Employee's reporting responsibilities.

6. Hours of work

- (a) The Employee is required to work 38 hours per week during the Company's ordinary business hours.
- (b) The Employee must also work such reasonable additional hours as may be necessary to perform the Duties or as required by the Company from time to time.
- (c) The Employee acknowledges that working additional hours is part of the Employee's role and that this has been taken into account in setting the Remuneration Package.

7. Remuneration Package

- (a) The Company will, as applicable, pay the Remuneration Package to or as directed by the Employee.
- (b) If the costs (including, any fringe benefits tax liability) to the Company of the provision of the Remuneration Components exceeds the Remuneration Package, then the Company will, subject to legislation, and in its sole discretion (but after consultation with the Employee) be able to reduce the value of any or all of the Remuneration Components so as to have the effect that the total cost to the Company of providing the Remuneration Components is equivalent to the Remuneration Package.
- (c) The TFR component of the Remuneration Package will be paid monthly (half in arrears and half in advance) by electronic funds transfer to, as applicable, the bank account nominated in writing from time to time by the Employee and the relevant superannuation fund.
- (d) The Company will deduct from the Remuneration Package and remit to the appropriate authorities such amounts as it is required in law to deduct and remit for taxation.
- (e) If at any time the Employee is entitled to any Minimum Entitlements, the Employee agrees that (to the extent permitted by law):
 - (i) the base salary of the Remuneration Package is in satisfaction of the Minimum Entitlements; and
 - (ii) the relevant industrial instrument applies to the Employee as a matter of law only and does not form part of this agreement.
- (f) Remuneration Package reviews are conducted annually (normally at the conclusion of each financial year) and are based upon performance. Whether any increase is made to the Remuneration Package will be in the complete discretion of the Company and will depend on the performance of the Company over the applicable financial year and the performance of the Employee over the applicable financial year as measured against Key Performance Indicators. The Company will notify the Employee in writing of any proposed changes to the Remuneration Package.

8. Retirement benefits

- (a) Despite any provision of this agreement, the Company is not required to pay or provide any amounts or benefits to the Employee which it is not permitted to provide under the provisions of Part 2D.2, Division 2 of the Corporations Act without obtaining shareholder approval.
- (b) To the extent that this agreement requires the Company to pay or provide any such amounts or benefits, the Employee agrees and acknowledges that shareholder approval must first be obtained and hereby irrevocably consents to forego those amounts or benefits if shareholder approval is not obtained.
- (c) Nothing in this clause 8 or any other provision of this agreement obliges the Company to seek or obtain the shareholder approval.

9. Superannuation

The Company will make superannuation contributions for the benefit of the Employee at the minimum level that the Company is required to make so as to avoid liability to pay a charge under the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992*.

10. Incentive Payments

- (a) In addition to annual TFR, an annual STIP in the form of a cash payment may be paid to the Employee at the conclusion of the applicable financial year. Whether a STIP is granted will be in the sole and complete discretion of the Company and will depend on the performance of the Company over the applicable financial year and the performance of the Employee over the applicable financial year as measured against Key Performance Indicators. The Company will notify the Employee in writing of any proposed payment under this clause.
- (b) To avoid doubt for all financial years, a STIP does not form part of the Employee's TFR for the purposes of calculating payment in lieu of notice or any other entitlements or benefits.
- (c) In addition to annual TFR, the Employee may be invited to participate in the Company's LTIP. To avoid doubt, any long term incentive payment payable does not form part of the Employee's TFR for the purposes of calculating payment in lieu of notice or any other entitlements or benefits.
- (d) The Company may provide the Employee with rules relating to the LTIP or STIP from time to time. These rules may be amended by the Company from time to time at its sole discretion. Any LTIP rules or STIP rules do not form part of this agreement.
- (e) In order to receive any STIP or grant or bonus under any LTIP the Employee must be employed by the Company on the date the STIP or grant or bonus under the LTIP is given, and the Employee must not be subject to or in a period where notice of termination has been given.

11. Expenses

The Company will pay for or reimburse the Employee for the Employee's reasonable work-related expenses approved by the Company, subject to the Employee providing the appropriate receipts and tax invoices as required by the Company.

12. Employee's leave

- (a) The Employee is entitled to 20 days' paid annual leave in respect of each year of service with the Company.
- (b) The Employee must take annual leave at a time mutually agreed between the Company and the Employee or, in the absence of agreement but subject to legislation, when directed to do so by the Company on no less than one month's notice to the Employee.
- (c) If, upon the termination of this agreement, the Employee has accrued, but has not taken, any annual leave to which the Employee is entitled, the Company will pay to the Employee an amount in lieu of that untaken leave, which will be calculated with reference to the Remuneration Package.
- (d) The Employee will be entitled to long service leave in accordance with applicable legislation.
- (e) Subject to clauses 12(f) and 12(g), the Company will grant the Employee up to 10 days' paid personal/carer's leave for each year worked in accordance with applicable legislation.
- (f) If the Employee does not take paid personal leave which is available in any year, that leave will accumulate from year to year, but will not be paid out on termination.
- (g) If the Employee is unable to perform all or part of the Duties due to illness or injury or in order to care for a member of the Employee's immediate family or household who is sick and requires the Employee's care and support, the Company may:
 - (i) require the Employee to provide to the Company evidence satisfactory to the Company confirming the Employee's illness or injury or need to take carer's leave; or
 - (ii) in the case of the Employee's illness or injury, require the Employee to be examined by a medical practitioner nominated by the Company to provide a report to the Company on the Employee's current or future capacity to perform the Duties.

13. Policies

The Employee acknowledges and agrees that:

- (a) the Policies are not incorporated into, and are not otherwise included in, this agreement; and
- (b) the Company may, in its discretion, amend the Policies from time to time and may depart from any of the Policies in individual cases; and
- (c) he must ensure that he obtains access to, reads and complies in full with the Policies.

14. Moral Rights

- (a) By signing this agreement, the Employee voluntarily and unconditionally consents to all or any acts or omissions by the Company or persons authorised by the Company in relation to any and all works made or to be made by the Employee (whether before or after this consent is given) during the employment with the Company which would otherwise infringe the Employee's Moral Rights.
- (b) The Employee acknowledges and agrees that the Employee has given this consent:
 - (i) voluntarily; and
 - (ii) without reliance on any statement or representation made by the Company or anyone acting on behalf of the Company.

15. Assignment of Intellectual Property

- (a) The Employee:
 - (i) presently assigns to the Company all existing and future Intellectual Property Rights in all inventions, models, designs, drawings, plans, software, reports, proposals and other materials created or generated by the Employee (whether alone or with the Company or other employees or contractors of the Company) for use by the Company; and
 - (ii) acknowledges that by virtue of this clause all such existing rights are vested in the Company and, on their creation, all such future rights will vest in the Company.
- (b) The Employee must do all things reasonably requested by the Company to enable the Company to assure further the rights assigned under clause 15(a)(i).

16. Confidentiality

In order to give effect to the Employee's obligations of confidence to both the Company and the Group Companies, the Employee will execute a deed poll in the form of Schedule 4.

17. Surveillance

The Employee understands that surveillance devices operate about the Company's Entertainment Complexes. The Employee acknowledges and consents to the lawful:

- (a) Audio, electronic optical and other surveillance of the Employee's activities, including monitoring and recording the Employee's conversations and electronic files and software; and
- (b) Use and disclosure by the Company or any Group Company of audio, electronic optical and other surveillance records of the Employee's activities for the purpose of the Company or any Group Company performing its functions or as otherwise required by law.

18. Suspension

- (a) The Company is not obliged to provide the Employee with any work and may suspend the Employee from all or part of his duties, or direct him not to attend the Location to report for work, while on full pay (**paid suspension**). Such direction will not be given without reason.
- (b) During any period the Employee is placed on paid suspension, the Employee must observe all Duties (which are not inconsistent with the direction given). The Employee must observe all his common law duties as an employee of the Company such as the duty of good faith and fidelity and the duty of confidentiality.
- (c) During a period that the Employee is on paid suspension, the Employee must not seek to obtain or engage in employment or work for any other person or from any other source (whether or not a competitor of the Company without the prior written consent of the Company).

19. Termination

- (a) Subject to this clause 19, the Company may terminate this agreement on the period of notice specified in part 7 of Schedule 1.
- (b) The Company may, in lieu of giving the Employee part or all of the notice in clause 19(a), pay to the Employee an amount equivalent to the TFR for the period of notice not given.
- (c) The Employee may terminate this agreement by giving the Company the period of notice specified in part 7 of Schedule 1.

- (d) In the case of termination by the Company under clause 19(a) or by the Employee under clause 19(c), during all or part of the notice period, the Company may direct the Employee to:
 - (i) not perform or attend for work;
 - (ii) work from a different location than the Location; or
 - (iii) perform designated duties, even if those duties do not form part of the Duties or the Employee's usual role.
- (e) During the period referred to in clause 19(d), the Employee:
 - (i) must observe all obligations imposed on the Employee under this agreement which are not inconsistent with any direction given to the Employee by the Company and all duties the Employee owes the Company as an employee;
 - (ii) must not seek to obtain or engage in employment or work for any other person or from any other source (whether or not a competitor of Crown without the prior written consent of the Company).
- (f) The Company may terminate this agreement at any time without notice or payment in lieu if the Employee:
 - (i) engages in fraud or other serious misconduct;
 - (ii) commits a serious or persistent breach of any material provision of this agreement;
 - (iii) repeatedly disobeys a lawful and reasonable direction of the Company;
 - (iv) fails to hold or maintain any licence or approval required to be held by him as contemplated or required by clause 5 of this agreement;
 - (v) is found guilty of any offence precluding or inhibiting the further performance of the Duties;
 - (vi) engages in any other conduct (either inside or outside the workplace) which is likely to adversely affect the reputation of the Company or a Group Company;
 - (vii) becomes bankrupt or makes an arrangement or composition with creditors; or
 - (viii) otherwise engages in any conduct which warrants the summary termination of the Employee's employment.

20. Restrictions

In order to give effect to certain obligations in favour of the Company and the Group Companies in relation to the protection of their proprietary interests, the Employee will execute a deed poll in the form of Schedule 4.

21. What happens after termination of employment

If this agreement is terminated for any reason by either party:

- (a) the Company may set off any amounts the Employee owes the Company against any amounts the Company owes the Employee at the date of termination except for amounts the Company is not entitled by law to set off; and
- (b) the Employee must, by the Termination Date, return to the Company all the Documents and the Company's other property (including, as applicable, and without limitation, employee identification card, mobile telephone, computer, iPad or other electronic device, credit cards, keys and vehicle) in good order and condition;

- (c) the Employee must resign without claim for compensation from any office (including that of director) held by the Employee in the Company or any Group Company or any other entity where the Employee holds the office as the nominee or appointee of the Company. If the Employee fails to do so, the Company is irrevocably authorised to appoint another person in the Employee's name and on the Employee's behalf to execute all documents and to do all things requisite to give effect to this clause 21 (c); and
- (d) upon payment of reasonable expenses by the Company, the Employee agrees to assist the Company as required in relation to any investigation, claim or litigation which may affect the Company or any Group Company.

22. Warranties

The Employee warrants that:

- (a) the Employee is skilled, trained, qualified and competent to hold the Position;
- (b) any information provided to the Company by the Employee about the work experience or qualifications of the Employee is correct;
- (c) the Employee will hold and maintain all licences and other approvals required to perform the Position;
- (d) by entering into this agreement, or performing the Duties, the Employee will not breach any obligation the Employee has to a third party; and
- (e) if applicable, the Employee holds all visas and meets all immigration requirements to work in Australia (and will continue to do so during the Employee's employment).

23. Severability

Part or all of any clause of this agreement that is illegal or unenforceable will be severed from this agreement and the remaining provisions of this agreement continue in force.

24. Waiver

The failure of either party at any time to insist on performance of any provision of this agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this agreement.

25. Governing law

This agreement is governed by the law applicable in the State specified in part 8 of Schedule 1 and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of that State.

26. Entire agreement

This agreement (including its schedules):

- (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.

27. Alteration

This agreement (including its schedules) may only be altered in writing signed by each party.

28. This agreement is confidential

The terms of this agreement and any subsequent amendments are confidential information of the Company and may not be disclosed by the Employee to any other person, other than for the purpose of obtaining professional legal or accounting advice, without the written approval of the Company.

Schedule 1

	Description	Details
Part 1	Position	Chief People and Culture Officer
Part 2	Commencement Date	7 June 2021 or such other date as may be agreed Until such time as any necessary regulatory approvals are obtained, you will not be permitted to perform tasks within your role for which regulatory approval is required. These extend to decisions and directions that regulate the operations of any of the Company's casinos and will be separately notified to you.
Part 3	Duties	Schedule 2 contains the Duties
Part 4	Location	Level 6, Crown Melbourne, 8 Whiteman Street, Southbank VIC 3006 and other Company sites as required
Part 5	Reporting Responsibility	Chief Executive Officer or equivalent
Part 6	Remuneration Package	Schedule 3 contains the Remuneration Package
Part 7	Notice Period	Twelve months
Part 8	Governing law	Victoria

Schedule 2 – Duties of the Position

As a key member of the executive leadership team, the ~~Group Head of People and Culture~~ ^{CHIEF PEOPLE + CULTURE OFFICER} will drive consistency and continual improvement (from a people and culture perspective) across the group, aligned with strategic objectives.

With a total workforce of c.15,500 people working across the resorts in over 700 different roles, the ~~Group Head of People and Culture~~ ^{CHIEF PEOPLE + CULTURE OFFICER} is a critical position which will be instrumental in shaping the future performance of Crown Resorts.

Personal Information

Key responsibilities

Culture

Identify those aspects of Crown's culture that are a strength and that can be harnessed to improve culture in those areas where there are shortcomings.

Determine where there are gaps in the culture that may impede Crown's ability to deliver on its strategic goals.

As a starting point it will be critical to take stock of the current culture of the organisation, and to analyse and assess areas such as:

- attitudes to managing compliance and risk related issues
- willingness to go beyond mere compliance to understand the intent of the regulatory settings
- willingness to understand, analyse and learn from things that go wrong
- transparency and escalation, including bad news
- collaboration and managing risk and compliance matters across business units
- openness to being challenged
- understanding of potential future (unseen) risks
- subconscious and potential for confirmation bias/"group think"
- preparedness to challenge leaders/escalate if decisions are inconsistent with our principles
- creating a psychologically safe environment for all staff

Develop and implement a plan in conjunction with the Executive Team and the Board to address, in a sustainable way, the issues that are identified through this review. The goal (following the successful implementation of this plan) is to:

- Have all of Crown's employees confidently delivering their services in a way that in no way compromises risk and compliance in the delivery of outstanding stakeholder experiences, especially including customers and all regulators.
- Will create Crown's standard of compliance as a source of pride, equivalent to their approach to stakeholder service, especially including customers and all regulators.
- Have an open and transparent organisation where people are unafraid to callout issues and risks, and will readily escalate problems, mistakes and bad news
- Set the standard across like companies for excellence in both customer service as well as risk management and compliance

People

- Create programs to identify high performers in the group. Create development plans in order to drive retention of talent.
- Take ownership for creating effective succession planning programs for key roles in the business, using both internal and external recruitment strategies.
- Develop and deliver an attractive and appropriate reward and recognition program to align with a performance culture.
- Build strong relationships with senior leaders across the business to truly understand their challenges and how to assist them with opportunities for improvement.
- Ensure that Crown Resorts has a market leading position as an employer of choice to attract, develop and retain talent.
- Build and lead a high performing, accountable and engaged Human Resources function.

- Champion the Group's diversity strategy. Ensuring execution / delivery of the diversity strategy and the continued development and management of diversity objectives across the Group.
- Ensuring a safe and healthy workplace.
- Developing an effective organisation structure aligned to strategy, to drive performance of the group.

Schedule 3 – Remuneration Package

Base Salary: [Personal Information]

Total Fixed Remuneration (TFR):

Short Term Incentive Payment (STIP): [Personal Information]

Notes

- (1) Appropriate taxation will be deducted and superannuation contributions made.

Schedule 4 – Sign-On Bonus

The Company will pay to the Employee **Personal** respect of the short term incentive the Employee will forfeit by reason of his commencement with the Company.

Time for Payment

The Company will pay the Sign-On Bonus to the Employee within the first month following the Commencement Date.

Schedule 5 – Deed Poll

DATE 5TH MARCH

2021

BY: Tony Weston (Employee)

FOR THE BENEFIT OF THE BENEFICIARIES AS FOLLOWS:

all of:

- (a) Crown Resorts Limited (ABN 39 125 709 953) (**Company**);
 - (b) each Group Company (as defined in the contract of employment referred to in recital A) for the time being; and
 - (c) bodies corporate that are not Group Companies but in which the Company or a Group Company owns at least 20% of the issued share capital or total equity interests,
- (collectively, **Beneficiaries**).

RECITALS

- A. The Employee and the Company have reached agreement on the terms of a contract of employment under which the Employee will be employed by the Company.
- B. In order to protect the Beneficiaries' proprietary interests, the Employee has agreed to give the Beneficiaries certain undertakings in relation to the Employee's activities during the Employee's employment with the Company and after the employment ceases.

COVENANTS

1. Restrictions

- 1.1 The Employee will not, in any capacity, including on the Employee's own account or as a member, shareholder, unit holder, director, partner, joint venturer, employee, trustee, beneficiary, principal, agent, advisor, contractor, consultant, management associate, representative or financier or in any other way or by any other means:
 - (a) engage in, participate in, assist with or otherwise be directly or indirectly involved, engaged, concerned or interested in a business, activity or operation that is the same as, substantially similar to, or competitive with any business, or any material part of a business, conducted by:
 - (i) any of those Beneficiaries in relation to which the Employee has performed duties; or
 - (ii) any Specified Company;
 - (b) solicit, entice away, interfere with or endeavour to solicit, entice away or interfere with any person, firm, corporation or entity which was or is a client or customer of any of the Beneficiaries and with whom the Employee had direct dealings in the 12 month period prior to the cessation of the Employee's employment; or
 - (c) solicit, entice away, interfere with or endeavour to solicit, entice away or interfere with any person who was or is a contractor to or employee of any of the Beneficiaries and with whom the Employee had direct dealings in the 12 month period prior to the cessation of the Employee's employment.

- 1.2 The undertakings in clause 1.1 are given for a period commencing on the date the Employee's employment with the Company terminates (however that termination may occur) and for a period of:
- (a) 12 months;
 - (b) 9 months;
 - (c) 6 months;
 - (d) 3 months.
- 1.3 The undertakings in clause 1.1(a) apply if the activity prohibited under that clause occurs in:
- (a) one or more of the United Kingdom, Nevada, Pennsylvania, Macau, Hong Kong, Singapore, South Korea, Japan, Taiwan, Thailand, Australia and New Zealand;
 - (b) One or more of Macau, Hong Kong, Singapore, Australia and New Zealand;
 - (c) Australia;
 - (d) one or more of Victoria, New South Wales, Western Australia and Queensland.
- 1.4 Clauses 1.1(a), 1.2 and 1.3 have effect together as if they consist of separate provisions, each resulting from combining the undertakings in clause 1.1(a) with each period in clause 1.2 and with each area in clause 1.3. If any of those separate provisions is invalid or otherwise unenforceable for any reason, the invalidity or unenforceability shall not affect the validity or enforceability of any of the other separate provisions or other combinations of those separate provisions of clauses 1.1(a), 1.2 or 1.3.
- 1.5 Clauses 1.1(b), 1.1(c) and 1.2 have effect together as if they consist of separate provisions, each resulting from combining the undertakings in clauses 1.1(b) and 1.1(c) with each period in clause 1.2. If any of those separate provisions is invalid or otherwise unenforceable for any reason, the invalidity or unenforceability shall not affect the validity or enforceability of any of the other separate provisions or other combinations of those separate provisions of clauses 1.1(b), 1.1(c) or 1.2.
- 1.6 For the purposes of clause 1.1(a), a **Specified Company** means:
- (a) Tabcorp Holdings Limited;
 - (b) The Star Entertainment Group Limited;
 - (c) SKYCITY Entertainment Group Limited;
 - (d) Wynn Resorts Limited;
 - (e) Wynn Macau Limited;
 - (f) Las Vegas Sands Corp;
 - (g) Sands China Limited;
 - (h) Genting Bhd;
 - (i) Genting Malaysia Bhd;
 - (j) Genting Singapore PLC;
 - (k) Caesars Entertainment Inc;
 - (l) Marina Bay Sands Pte Ltd;
 - (m) Melco Resorts & Entertainment Limited;
 - (n) Melco International Development Limited;
 - (o) MGM Mirage;
 - (p) MGM Grand Paradise Limited;
 - (q) Galaxy Entertainment Group Limited;

- (r) SJM Holdings Limited;
- (s) any entity which is related to or associated with any of the entities listed in this clause 1.6; and
- (t) any entity created or formed through a merger or corporate restructure, however effected, of any of the Specified Companies listed in clauses 1.6(a) to 1.6(s) (inclusive).

1.7 The Employee acknowledges and agrees that:

- (a) all the prohibitions and restrictions contained in this clause 1 are reasonable in the circumstances and necessary to protect the legitimate business interests of the Beneficiaries;
- (b) damages are not an adequate remedy if the Employee breaches this clause and that equitable relief, including temporary and permanent injunction, against the Employee may be granted in any proceedings which a Beneficiary or any person on its behalf may bring to enforce any of the provisions of this deed poll without the necessity of proof of actual damages suffered by the Beneficiary; and
- (c) a Beneficiary may apply for injunctive relief if:
 - (i) the Employee breaches or threatens to breach this clause; or
 - (ii) a Beneficiary believes the Employee is likely to breach this clause.

2. Confidential Information

- 2.1 During and after the Employee's employment, the Employee will not divulge, use (or attempt to use) or appropriate for the Employee's own use or for the use of others, except as the Company may authorise or direct in writing, any Confidential Information obtained by the Employee during the Employee's employment.
- 2.2 The Employee will immediately notify the Company if the Employee suspects Confidential Information has been improperly used or disclosed.
- 2.3 The Employee will take all reasonable steps to prevent and protect the unauthorised use or disclosure of Confidential Information. The Employee will not copy or reproduce, or remove from the premises of any of the Beneficiaries, any document in any form, including but not limited to electronic form, which contains Confidential Information, without the Company's written consent.
- 2.4 In this deed poll, **Confidential Information** means all information of the Beneficiaries that is of a confidential nature (whether or not marked as being 'confidential'), and specifically includes:
 - (a) inventions and discoveries (whether or not patentable);
 - (b) client and customer lists, price lists and operating procedures;
 - (c) trade secrets;
 - (d) financial information; and
 - (e) scientific, technical, product and service information.

3. Warranties

The Employee warrants that:

- (a) the Employee has read the terms of this deed poll;
- (b) the Employee has had the opportunity to obtain independent legal advice about the terms and effect of this Deed Poll;
- (c) the Employee is aware that the Beneficiaries are relying on these warranties; and
- (d) the Beneficiaries have not made any promise, representation or inducement or been a party to any conduct material to the Employee entering into this Deed Poll other than as set out in this Deed Poll.

4. Severability

Part or all of any provision of this Deed Poll that is illegal or unenforceable may be severed from this Deed Poll and the remaining provisions continue in force.

5. Alteration

This Deed Poll may only be amended (including in a manner adverse to the interests of the Beneficiaries) in writing executed by the Company and the Employee.

6. Headings

Headings are for reference only and do not affect the meaning of this Deed Poll.

Executed as a deed poll.

Signed sealed and delivered by Tony Weston in the presence of

Personal Information

SIMON WARD


Name of witness (print)

Signing page

EXECUTED as an agreement.

Executed by **Crown Resorts Limited** in accordance with Section 127 of the *Corporations Act 2001*

Personal Information




HELEN COOAN

Name of director (print)

JANE HAYTON

Name of director / company secretary (print)

Personal Information



Simon WARD

Name of witness (print)