

Memorandum of Understanding for Ongoing Employment Relationship

Names of the parties

Date: 14 April 2009

Ref no: 5157916

Employer

Synovate Limited

Union

The Unite Union Incorporated

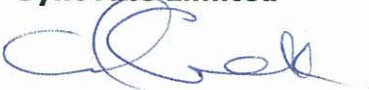
The parties named above have reached an understanding which is as follows:

1. The parties will form a joint working party to discuss a performance pay system. This working party will function until 6 weeks after the date of this agreement.
2. The working party will comprise Malachy Purcell, Michelle Craik, Sue Bowerbank as and when required, and up to three employee representatives. Employee representatives will include the two union delegates who have signed this memorandum of understanding, and may include one other employee representative nominated by the union, subject to the employer agreeing to that person's participation. Agreement to the participation of a third employee representative will not be withheld without good reason. While functioning as part of the working party, employee representatives will be paid for time spent in meetings with company representatives, and for other times agreed in advance with the company.
3. During the time that the working party is in operation, the parties will:
 - a. Continue to bargain about outstanding matters; and
 - b. Discuss hours of work for ASM employees.
4. The employer will withdraw its lockout of union members, effective from the morning of 15 April 2009. From that time onward, union members will be paid for their normal rostered hours of work.
5. The parties agree that for 6 weeks from the date of this agreement:
 - a. The employer will not lock out union members;
 - b. Union members will not take any strike action; and
 - c. The union and its members will not take any other industrial, picket or protest action against or targeting the company, its clients, or associated individuals.
6. The following matters will be deemed to have been agreed in principle (in addition to other matters already agreed in principle and recorded elsewhere), subject to the conclusion of the overall collective bargaining:

Handwritten signatures:
Maurice
AS
ofc.

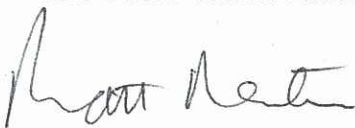
- a. Any collective agreement will be effective from 1 April 2009, including the benefit of any pay increases arising from the operation of paragraphs (b) or (c) of this clause.
 - b. Union members who have been employed by the employer for 6 months or more will have their performance reviewed, and subject to achieving a satisfactory performance rating in accordance with the yet to be agreed performance pay system (as referred to in clause 1 of this Memorandum of Understanding), will receive a pay rise of 50 cents per hour.
 - c. Union members who have been employed by the employer for less than 6 months will have their performance reviewed upon their 6 month anniversary, and subject to achieving a satisfactory performance rating in accordance with the yet to be agreed performance pay system (as referred to in clause 1 of this Memorandum of Understanding), will receive a pay rise of 50 cents per hour.
 - d. 6 months after the review described in paragraph (b) or (c) above, union members' performance will again be reviewed. Those achieving a satisfactory performance rating in accordance with the yet to be agreed performance pay system (as referred to in clause 1 of this Memorandum of Understanding), will receive a pay rise of 50 cents per hour, in addition to any pay rise received under paragraphs (b) or (c) above.
 - e. If a union member has been rostered to work, and their rostered hours are cancelled, they shall be provided with notice of the cancellation no less than 12 hours before they were due to begin work. If they are not provided with such notice, they shall be paid for the hours they were rostered to work.
 - f. Union members who were locked out by the employer will be paid what their relevant daily pay would have been for Good Friday and Easter Monday, had they not been locked out. For the avoidance of doubt, the offer by the company to make this payment was made in response to the union's claim for a \$100 payment to union members (as referred to below), and there is no expectation that this amount will be paid if another payment is agreed in response to that claim by the union.
7. The parties note that the following matters remain to be resolved through collective bargaining:
- a. The union's claim for a \$100 payment to each of its members; and
 - b. Pass-on of collectively negotiated conditions to employees of the employer who are not union members.

Synovate Limited



Michelle Gait
Name of signatory

The Unite Union Incorporated



Name of signatory

Matt McCaster



Name of signatory

Maria Evaroa



Name of signatory

Rachael Baillie

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by a cursive 'Fleming' and a long horizontal flourish.

David Fleming,
Mediator