**Private & Confidential**

«CreatedDate»

**Attention**: «FirstName» «LastName»

Adelaide, Australia

Dear «FirstName»,

Further to our recent discussions, I am delighted to offer you a position at FYI based on the following:

* **Title** «fyi\_custom\_Role»
* **Commencement Date** «fyi\_custom\_Start\_Date»
* **Annual Salary (excl. SGC)**
* **Superannuation** 10.5%

This letter and the attached **Terms and Conditions** outline our company policies and will form your Employment Contract with FYI Software Pty Ltd.

It is a condition of this offer that:

1. You will not introduce any data, documents, or database information from any third party onto either FYI Software Pty Ltd 's premises or any of FYI Software Pty Ltd 's systems; and
2. You are free from any obligations owed to a third party which might prevent you from starting work on the date mentioned below or from properly performing the duties of your position.
3. You accept the probationary period and notice of termination terms outlined in this document.

Congratulations on your appointment and welcome to the business. We look forward to a successful and fulfilling working partnership.

A close up of a logo

Description generated with high confidenceYours sincerely,

**Rob Cameron**

Co-Founder and CEO

# **ACCEPTANCE OF OFFER**

# I accept the **Offer of Employment** outlined above and in FYI Software Pty Ltd’s **Terms and Conditions of Employment.**

# NAME: {{Name}}

# SIGNATURE: {{Signature}}

DATE:

*To signify your acceptance of this offer, please digitally sign this letter and the Terms and Conditions of Employment before your commencement date.*

###### Terms and Conditions of Permanent Employment

**Company Policies**

FYI has created various policies and procedures to ensure the effective operation of its business and to ensure the welfare and interests of all employees.

As an employee of FYI, you agree to familiarise yourself with, and are bound to comply with all current and future company policies as published and varied from time to time. Company Policies are found on the FYI Intranet and you will be notified of any amendments to them.

FYI reserves the right to change office procedures and working conditions at any time to:

1. bring about any structural or administrative change that is deemed necessary; or
2. provide a safe and healthy work environment at all times.

To the extent that the contents of policies or procedures refer to actions to be undertaken by FYI, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

**Compliance**

You are required to comply with all applicable laws, regulations and policies governing the operation of FYI’s business. You agree that any law, regulation or relevant industrial instrument applies to your employment as a matter of law and does not form part of these terms and conditions.

**Confidentiality**

## You must keep confidential all Confidential Information. Confidential Information means information relating to the business interests, methodology or affairs of FYI or any of its related

## bodies corporate, or that of any person or entity with which FYI or any of its related bodies corporate deals or is concerned, including, without limitation:

## information which is specifically designated as confidential;

## information which by its nature or the circumstances of its disclosure may be reasonably understood to be confidential;

## trade secrets;

## Intellectual Property;

## information regarding financial or business affairs;

## any agreements, arrangements or terms of trade with a client or supplier;

## information about clients or prospective clients;

## contractual, technical and production information;

## notes and developments regarding confidential information;

## the terms and conditions of employment of employees of FYI; and

## business systems and operating procedures or manuals.

### Confidential Information does not include information which is already in the public domain, other than through unauthorised disclosure by you.

## This clause does not apply to any disclosures authorised in the proper course of your employment or as required by law.

You must not use any Confidential Information for the benefit of any person or entity except FYI.

You must take all reasonable and necessary precautions to maintain proper and secure custody of all Confidential Information and prevent its unauthorised disclosure by any other person or entity.

You acknowledge that the Confidential Information remains at all times the property of FYI.

If you are obliged by law to disclose any Confidential Information (or anticipate that you may be so obliged), you must immediately notify FYI of the actual or anticipated requirement and use all lawful means to withhold disclosure until FYI has had a reasonable opportunity to oppose disclosure by lawful means.

These obligations continue after your employment with FYI ends.

**Conflict of Interest**

Should you wish to become involved as principal, partner, agent or employee in any business other than FYI business during the course of your employment, you will require the prior written consent of your General Manager. In determining whether to grant such consent, consideration will be given as to whether your involvement in the other business is prejudicial to FYI’s interests.

If a conflict arises between your interests (or that of your family, friends or business associates for example) and those of FYI, we expect you to immediately declare such conflict to your direct Manager and act pursuant to the highest ethical standards.

**Deductions from Remuneration**

To the extent permitted by law, you authorise FYI to deduct from your remuneration an amount equivalent to:

1. any advance paid to you against FYI’s future compensation;
2. the cost and/or value of any supplies or tools provided to you on a loan basis and not returned when required;
3. the cost and/or value of any time taken off work by you for which you received remuneration which was unearned; or
4. the amount of any overpayment of remuneration or amounts reasonably believed by FYI to constitute overpayment of compensation or other monies, of which we have notified you in writing.

For the purposes of this clause, “remuneration” includes, but is not limited to salary, wages, commissions, bonuses, expense reimbursement payments and any other monies payable to you by FYI or on behalf of FYI.

You acknowledge that any such deduction is reasonable and principally for your benefit, and you agree to complete any documentation reasonably required by us to affect the deduction.

**Disclosure**

You acknowledge that the information you have provided in your resume and subsequent employment forms is complete and accurate and that any false or misleading statements in that documentation may give FYI the right to terminate your employment without notice.

You are expected to disclose any change in your circumstances that may impact on your ability to for fill the responsibilities of your role.

**Hours of Work**

Unless otherwise stipulated, you will be required to work a 38-hour week.

The core hours of business are between 8.30am to 5.00pm Monday to Friday.

For all employees, specific start and finish times are to be discussed with and agreed to by your Manager. You may be required to work reasonable additional hours should this be necessary to fulfil the responsibilities of your position.

If you work for more than five hours consecutively, you are required to take an unpaid meal break of between 30 minutes and one hour.

You acknowledge and agree that the hours you work each week may, if directed by FYI, be averaged out over a 26-week period in accordance with applicable legislation. Your remuneration has been set at a level that takes into account your ordinary hours and any additional hours you may be required to work to perform your duties. You are not entitled to any additional payment for overtime, or for any other work performed in addition to your ordinary hours unless your offer letter states otherwise. For call centre employees, you may be provided with time off in lieu for hours worked outside of your ordinary hours. This will be agreed to between you and your supervisor.

Where an employee works less than full-time standard hours, benefits will be paid pro rata based on the percentage of full time work performed.

**Intellectual Property**

You acknowledge and agree that all inventions, discoveries, ideas, designs, processes, patents, trademarks (whether registered or unregistered), software developments, computer programs, security codes, trade, business, company or domain name, know how, copyright (as defined in the *Copyright Act 1968* (Cth)), any other proprietary, licence or personal rights arising from intellectual activity in the business and industrial fields, and improvements to procedures (**Intellectual Property**) conceived, developed or created by you during your employment, related to or which may be adapted to the business of FYI, are and will be the sole and exclusive property of FYI.

You further acknowledge and agree that:

1. all rights and interests in Intellectual Property created by you will vest in, or be assigned to, FYI;
2. you will execute all documents and do all things necessary to vest or assign full rights and interests in the Intellectual Property to FYI; and
3. to the extent permitted by law you waive all moral rights (as defined in Part IX of the *Copyright Act 1968* (Cth)) and any equivalent or analogous rights.

You may not make use of or reproduce the Intellectual Property without prior written approval, other than in the ordinary course of your employment.

Upon the termination of your employment, or at any time upon request by FYI, you must deliver to FYI all property of any description belonging to FYI, including all documents or items recording any Intellectual Property (in physical or electronic form) which is in your power, possession or control.

These obligations continue after your employment with FYI ends.

**Internet / e-Mail Protocol**

FYI’s e-mail and internet access is a business technology that must be used at all times in a professional, appropriate and disciplined manner. Care must always be taken when composing or sending e-mail as e-mail may be regarded as a legal document. You may use FYI’s e-mail and internet for non-business purposes provided that you limit it to a reasonable amount and do not abuse the privilege.

You are not permitted to use FYI’s internet or e-mail facilities at any time to access or download any material that is illegal or could be construed as obscene, pornographic, offensive or discriminatory in any way. You must not send any e-mail messages to inappropriately disseminate confidential FYI information. Any improper use of e-mail or internet is a breach of this agreement and may result in instant dismissal.

**Leave**

You are entitled to paid and unpaid leave in accordance with the *Fair Work Act 2009* (**the Act**). The following provisions are a summary only of some of those entitlements under the Act.

**Annual Leave**

Twenty (20) days of paid Annual Leave is made available to employees each full year of employment. This is accrued progressively on a pro-rata basis. Annual Leave is paid based on your normal hourly rate and hours per week at the time of taking the leave. Annual Leave must be arranged in advance by mutual agreement with your Manager. Annual Leave is cumulative and is intended to provide you with a significant rest from the workplace. You are encouraged to take all accrued leave each year. FYI may require you to take leave in accordance with the Act. Where an applicable Award stipulates an Annual Leave Loading, this has been included as a component of your base salary and will not be paid at the time of taking annual leave.

**Long Service Leave**

You are entitled to long service leave in accordance with applicable legislation.

**Public Holidays**

You may be required to work on a proclaimed Public Holidays in the state in which you work. If so, FYI will pay you for a full day’s work at your normal hourly rate and number of hours per day on the Public Holiday. To cater for non-national public holidays, you may be asked to work on Public Holidays by prior arrangement. Where you agree to work on a Public Holiday, you may take another day of leave in lieu of the Public Holiday at a mutually arranged time.

**Personal Leave**

You are entitled to up to 10 days of fully paid Personal Leave per annum to be used either for personal illness or injury, or to care for members of your immediate family or household who require care or support due to illness, injury or unexpected emergency. Personal leave accrues progressively on a pro rata basis. Personal Leave is paid based on the hourly rate and number of hours per day worked at the time of taking the leave. Unused Personal Leave is accumulated from year to year.

If you have exhausted your entitlements to personal leave, you are entitled to a further two days of unpaid personal leave per occasion when a member of your immediately family requires care or support due to an illness or injury or unexpected emergency.

If requested by FYI, you must provide a medical certificate or statutory declaration setting out the nature of the illness of the person cared for and the need of that person for care by another person.

You must personally notify your Manager about an absence by 8.30am each day. A medical certificate or statutory declaration must be provided where any absence lasts for more than two consecutive days, or where the first day of any absence immediately follows or precedes a weekend or public holiday, or at your Manager’s discretion. FYI shall be entitled at its discretion to make a pro rata salary deduction in respect to any Personal Leave taken by you where all Personal Leave has been used or where a Medical Certificate has not been presented within two days of the absence. You may also access Personal Leave entitlements when you are needed to care for immediate family (including parents, spouse, siblings and children).

Any accrued and untaken Personal Leave will not be paid out to you upon termination of your employment for any reason.

**Compassionate Leave**

You are entitled to two days paid compassionate leave in accordance with the Act. Compassionate leave may be taken for each occasion when a member of your immediate family or household contracts a life-threatening illness, sustains a life-threatening injury or dies.

**Payment of Salary**

Your salary will be paid by direct bank transfer. This is currently on a monthly period, 2 weeks in arrears and 2 weeks in advance. Funds are usually available within 24 hours of FYI processing the pay through to the bank.

To enable FYI to pay your salary, it is your responsibility to ensure that all your banking details, including the account number and BSB are correct.

**Place of Work**

Your primary place of work is at our head office at 1 Vardon Avenue, Adelaide SA 5000. You may also be reasonably required to work at or from other FYI premises or any FYI clients’ premises, as directed by FYI from time to time.

**Privacy**

You will comply with the requirements of the *Privacy Act 1988 (Cth)*, any applicable state legislation regarding privacy, and any company policies, when dealing with personal information.

You acknowledge that as a result of and during the course of your employment FYI will obtain personal information (including health, medical and other sensitive information) about you. You consent to FYI obtaining this information and further consent to FYI disclosing the information to other parties for the purposes of FYI’s business, and as otherwise outlined in FYI’s privacy policies.

**Probationary Period**

The first six (6) months of your employment is considered a Probationary Period, during which you ave the opportunity to settle in and demonstrate your willingness and ability to perform the required work. During this period, employment may be terminated by either side with one week’s notice. Your performance will be assessed during this period, with formal review meetings scheduled three and six months from your commencement date. Should any aspects of your performance be considered inadequate during the Probationary Period, your Manager will use their best efforts to bring this to your attention immediately.

**Property and Equipment**

Any property or equipment provided to you by FYI is for the sole purpose of work for FYI and personal use of this equipment without prior authorisation is strictly prohibited.

FYI may require you to return any of its property or equipment, which is in your possession, power or control, immediately on request or on termination of your employment, whichever occurs first.

FYI property and equipment includes but is not limited to its Confidential Information, Intellectual Property, documents, telephones, personal digital assistants, software, computer information (wherever it is stored), keys and access cards.

Where any of FYI’s Confidential Information or Intellectual Property is recorded in the form of videotape, computer information or software, FYI may require you to delete or erase this information so that it cannot be retrieved and to verify this to FYI’s satisfaction.

You must take all reasonable steps to:

1. maintain FYI’s property and equipment in good working order; and
2. ensure the security of, and protect all of our property, which is in your possession, power or control.

**Restraint after Employment Ceases**

Should you leave FYI for any reason, you undertake not to do any of the following for the duration of the Restraint Period:

1. in the Restraint Area, engage either directly or indirectly, in any capacity whatsoever, in any activity in competition to the business of FYI in which you were involved while employed by us. This includes but is not limited to providing services, similar to the services that you provided to FYI, to any other organisation which provides products or services in competition to the products or services of FYI or to any FYI customer or subsidiary or related business of any FYI customer;
2. induce, solicit or encourage any FYI employee, contractor or agent with whom you have worked or had a business relationship with at any time during the last 12 months of your employment, to leave FYI’s employment or agency or to cease providing services to FYI;
3. procure or solicit any other person to induce, solicit or encourage any FYI employee, contractor or agent with whom you have worked or had a business relationship with at any time during the last 12 months of your employment, to leave FYI’s employment or agency or to cease providing services to FYI; or
4. interfere with, disrupt or attempt to disrupt or procure or solicit anybody else to interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between FYI and any of its clients or prospective clients with whom you carried out work or had a business relationship with at any time in the last 12 months of your employment.

You acknowledge that each restriction contained in this clause is a fair and reasonable restraint of trade and goes no further than is necessary to protect the Confidential Information, staff and client connections, business relationships, goodwill and technology of FYI and that a breach of any of the restrictions would lead to substantial loss to FYI.

For the purpose of this provision:

Restraint Period means the period of restriction after your employment ends (for any reason) which is 6 months after the termination of your employment.

Restraint Area means Australia.

You agree that each of the restraints set out in paragraphs b. to d. above will be considered in combination with each Restraint Period, as defined above. Each restraint will then apply separately and independently of each other.

You agree that the restraint set out in paragraph a. above will be considered in combination with each separate Restraint Period and each separate Restraint Area, as defined above. Each restraint will then apply separately and independently of the other restraints.

You agree that if any of the separate restraints referred to above are unenforceable, illegal or void, that restraint is severed and the other restraints will remain in force.

*This means, in summary, that at their broadest, the restraints will prevent you from doing any of the things set out in paragraph a. for 6 months after the termination of your employment anywhere in Australia. You will also be prevented from doing any of the things set out in paragraphs b., c. and d. for 6 months after the termination of your employment. FYI thinks that this is reasonable and necessary to protect its business. If the Court determines that the shorter restraint periods or smaller restraint areas set out above are reasonable, then the Court may apply that shorter period or smaller area.*

You agree that in the event of a breach by you of this clause, damages may not be an adequate remedy and FYI or any other aggrieved party may, in addition to other remedies, obtain an injunction restraining any further violation and other equitable relief.

**Remuneration**

FYI Software Pty Ltd has set your remuneration package at a level commensurate with your position and which it considers appropriate for your hours of work and any reasonable additional hours of work which you may be required to carry out.

FYI Software Pty Ltd is required by any statute, industrial award or agreement to provide you with any other benefit (including payment of penalty rates, overtime, allowances or payment for additional hours worked). That benefit is treated as forming part of the annual amount paid to you to the extent permitted by law.

**Superannuation**

In accordance with the Superannuation Guarantee (Administration) Act 1992, FYI Software Pty Ltd contributes the appropriate level of employer contributions, outlined in the Commonwealth Superannuation Legislation into the Company's nominated complying fund.

FYI Software Pty Ltd default superannuation fund for employer contributions is the ASGARD Employee Superannuation Account. Please find enclosed a document providing introductory fund information for your reference.

FYI can also arrange to make additional payments deducted from your pay into an ISC complying fund at your request.

In accordance with Choice of Fund Legislation, if you would prefer your employer contributions to be remitted to another fund of your choice (i.e. other than ASGARD), please complete the relevant sections of the enclosed Government Choice of Superannuation Fund form and return it with a certificate of compliance.

**Termination**

Following the end of the Probationary Period, unless otherwise agreed, a period of four weeks’ notice of termination of employment is required to be given by either party. An additional one (1) week notice of termination is available for employees over 45 years of age with at least 2 years’ service. Where you do not give this notice, the equivalent in salary may be withheld from any monies owing to you. If FYI terminates this Agreement, by giving four weeks’ notice, it may elect to terminate it immediately by payment of the equivalent salary in lieu of notice.

You agree that for all or part of the notice period, FYI may require you to:

1. not attend its premises for the purpose of performing your duties, and instead predominantly remain at your home during your standard hours of work, being available on call to attend work and perform any duties required by FYI;
2. perform duties other than your normal duties, including less senior or significant duties; or
3. do any combination of a. or b,

which you agree will not constitute a repudiation of these terms and conditions. You will continue to receive your remuneration during this period.

FYI has the right to terminate your employment without notice in the event of serious misconduct such as neglect of duty, dishonesty or fraud, wilful disobedience, breach of these terms and conditions of employment, including the obligations of confidentiality; or any act that is likely to cause serious harm to FYI or its business reputation.

On termination of your employment, you must return all FYI property in your possession or control, including documentation, software, papers, records and all documents or items recording Confidential Information or Intellectual Property (whether in physical or electronic form), and complete a statutory declaration confirming that this has been done.

You agree that any severance payment we make to you, whether a payment in lieu of notice of termination or a redundancy payment, is in satisfaction of (either wholly or in part), and may be off-set against, any legislative severance entitlement you might have, to pay in lieu of notice of termination or redundancy pay.

**Entire agreement**

These terms and conditions together with your letter of offer supersede any prior discussion, agreement or understanding on anything connected with the subject matter of your employment with FYI.

If any provision of these terms and conditions or the letter of offer is unenforceable, illegal or void, that provision is severed and the other provisions of these terms and conditions and the letter of offer remain in force.

**Governing Law**

These Terms and Conditions shall be construed in accordance with the laws of the state in which you are engaged during the course of your employment with FYI.

**Acceptance**

I declare and acknowledge that I have fully read and understand the above Terms and Conditions and that I agree to comply with them.

NAME:

DATE:

SIGNATURE: