



# EMPLOYMENT CONTRACT

**THIS EMPLOYMENT CONTRACT** (the "Agreement") dated

**BETWEEN:**

**EMPLOYER**

(the "Employer")

**EMPLOYEE**

(the "Employee")

**BACKGROUND:**

- A.** The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.
- B.** The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

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**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**PARTICULARS OF EMPLOYMENT**

- 1. The particulars of the Employee's employment are set out in this Agreement.

**COMMENCEMENT DATE AND TERM**

- 2. The Employee will commence permanent full-time employment with the Employer on the day of

**JOB TITLE AND DESCRIPTION**

- 3. The initial job title of the Employee will be the following:
- 4. The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice, and direction of the Employer.
- 5. The Employee will perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.
- 6. The Employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Employer. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer or after a notice period required under law. If the job title, duties or reporting structure changes, the terms of the Agreement will continue to apply to the Employee. The exception to this is if the Employer and Employee enter into a new written contract that supersedes this Agreement.
- 7. The Employee agrees to abide by the Employer's rules, regulations, policies and practices, including those concerning work schedules, annual leave and sick leave, as they may from time to time be adopted or modified. This also includes compliance with statutory obligations in relation to anti-discrimination, sexual harassment and occupational health and safety laws.



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8. The Employee warrants that the Employee is legally allowed to work in Australia.

9. During employment, The Employee will be required to:

- perform any work within their skills, training, experience and knowledge as directed by the Employer. This includes, but is not limited to, gym management, customer service, sales, cleaning, coaching, online coaching, nutrition coaching, etc.;
- act honestly and reasonably;
- promote the Employer's interests; and
- avoid any activity in conflict with the Employer's interests.

The Employee will be required to ensure that all duties are completed within budgets and deadlines. The Employee will be required to interact with ZeroW staff, and, occasionally, stakeholders, which will require The Employee to uphold the current standards the brand represents.

## EMPLOYEE REMUNERATION

10. Remuneration paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Remuneration") will include a salary of \_\_\_\_\_ per year. The salary will be reviewed at least annually, and may or may not be increased. The Remuneration will compensate the Employee for all hours worked.
11. This Remuneration will be payable every week while this Agreement is in force. The Employer will also make contributions to a superannuation fund nominated by the Employee in accordance with legislative requirements.
12. The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.
13. The Employer will reimburse the Employee for all reasonable expenses incurred in carrying out the employment, for which prior consent was obtained, and in accordance with the Employer's lawful policies. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

## PLACE OF WORK

14. The Employee's primary place of work will be at the following location:

## ADDRESS:

15. The Employee may also be required to work at other locations, as directed, from time-to-time, including competitions and online.

## TIME OF WORK

16. The Employee will be required to work an average of \_\_\_\_\_ per week, plus any reasonable additional hours. The hours may be averaged over a period of 26 weeks, and, if required to work more hours, those hours may be offset during quieter periods of work when the Employee may be required to work less hours.
17. However, the Employee will, on receiving reasonable notice from the Employer, work additional hours and/or hours outside of the Employee's Normal Hours of Work as deemed necessary by the Employer to meet the business needs of the Employer, and as permitted by law. Should the Employee work additional hours and/or hours outside of business hours, the Employee will be paid through the annual salary.

## EMPLOYEE BENEFITS – TRAINING AND COURSE FEES

18. The Employer may be willing to pay for particular courses or certificate fees on behalf of the Employee in accordance with Company policy, subject to the Employee agreeing to repay those costs, should their employment with the Employer end within 6 months of completing the course. Any such payments will be made pursuant to separate, individual agreements between the Employer and the Employee.

## LEAVE ENTITLEMENTS

19. The Employee will be entitled to leave and other minimum conditions of employment in accordance with the National Employment Standards (NES) set out in the Fair Work Act 2009, any award that may apply to the Employee, and the paragraphs set out below.
20. The Employee is entitled to four weeks of paid annual leave, such entitlement accruing on a pro-rata basis. The leave will accrue progressively from the commencement of the employment and is cumulative. Periods of annual leave taken by the Employee will be paid at the usual salaried rate.
21. The times and dates for any holidays will be determined by mutual agreement between the Employer and the Employee. During any company shutdown (such as over Christmas), the Employee may be required to take paid annual leave for the duration of the shutdown on 4 weeks' notice. If the Employee does not have sufficient leave accrued, they will take unpaid leave for any or all of the shutdown period.
22. The Employer may direct the Employee to take annual leave on 4 weeks' notice if the Employee has more than 8 weeks of leave accrued.
23. The Employee will apply to take annual leave at least 4 weeks prior to the intended period of leave which may or may not be approved by the Employer.

## SICKNESS AND DISABILITY

24. The Employee will be entitled to 8 days of personal leave each year, which may be taken as sick leave or carer's leave. Personal leave will accrue progressively from the commencement of the employment and is cumulative. Periods of personal leave taken by the Employee will be paid at the usual salaried rate.
25. If the Employee is unable to perform the Employee's duties as a result of illness or injury, the Employee will inform the Employer of the reason for the Employee's absence no later than 1 hour prior to the start of their shift on the day of the absence or as soon as is reasonably possible. If the absence extends beyond 2 days (or a single day occurring the day immediately before or after a public holiday), the Employee will obtain and provide the Employer with a certificate or note from the Employee's doctor corroborating such illness or injury.
26. If the Employee exhausts their paid personal leave, they will be entitled to up to 2 days of unpaid personal leave on each permissible occasion.
27. The Employee may take carer's leave if they are required to provide care or support to a member of their immediate family or household who is sick, injured, or affected by an unexpected emergency. The Employee will also be entitled to 2 days of paid Compassionate leave at their usual salaried rate when a member of their immediate family or household dies, or contracts or develops an injury or illness that poses a serious threat to their life.
28. The Employee will also be entitled to other types of leave and benefits under the NES, including community service leave, long service leave, public holidays, redundancy pay, and parental leave.

## DISCIPLINARY PROCEDURE

29. The Employer's disciplinary procedure, as amended from time-to-time, applies to the Employee. The Employer's disciplinary procedure is set out in the Employer's Guidelines and will be made available to the Employee on request.

30. This Agreement and the Employer's disciplinary procedure will be read and interpreted so as to avoid conflict, as far as reasonably possible, between this Agreement and the Employer's disciplinary procedure. If there is a true conflict between this Agreement and the Employer's disciplinary procedure, this Agreement will prevail.

## DUTY TO DEVOTE FULL TIME

31. The Employee agrees to devote full-time efforts, as an employee of the Employer, to the employment duties and obligations as described in this Agreement.

## CONFLICT OF INTEREST

32. During the term of the Employee's active employment with the Employer, it is understood and agreed that any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.

33. During the term of the Employee's active employment with the Employer, the Employee will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer.

34. During the term of the Employee's active employment with the Employer, the Employee will not directly solicit any coaching service that the Employer offers from a competing business that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer.

## NON-COMPETITION

35. The Employee agrees that during the Employee's term of active employment with the Employer, and for a period of six months after the end of that term, the Employee will not, directly or indirectly, as employee, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer or otherwise, solely or jointly with others engage in any business that is in competition with the business of the Employer within any geographic area in or around 15km (or within the online reach of ZeroW), in which the Employer conducts its business, or give advice or lend credit, money or the Employee's reputation to any natural person or business entity engaged in a competing business in any geographic area in which the Employer conducts its business.

## NON-SOLICITATION

36. The Employee understands and agrees that any attempt on the part of the Employee to induce other employees or contractors to leave the Employer's employ, or any effort by the Employee to interfere with the Employer's relationship with its other employees and contractors would be harmful and damaging to the Employer. The Employee agrees that during the Employee's term of employment with the Employer and for a period of one year after the end of that term, the Employee will not in any way, directly or indirectly:

- a. Induce or attempt to induce any employee or contractor of the Employer to quit employment or retainer with the Employer;
- b. Otherwise interfere with or disrupt the Employer's relationship with its employees and contractors;
- c. Discuss employment opportunities or provide information about competitive employment to any of the Employer's employees or contractors; or
- d. Solicit, entice, or hire away any employee or contractor of the Employer for the purpose of an employment opportunity that is in competition with the Employer.



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37. This non-solicitation obligation as described in this section will be limited to employees or contractors who were employees or contractors of the Employer during the period that the Employee was employed by the Employer.
38. During the term of the Employee's active employment with the Employer, and for a period of one year thereafter, the Employee will not divert or attempt to divert from the Employer any business the Employer had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Employee's employment with the Employer.

## CONFIDENTIAL INFORMATION

39. The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer. "Information" means any information about the Company, or its practice or clients (including, but not limited to, any idea, concept, process or know-how) which comes to the knowledge of the Employee during their employment, or is generated by the Employee in the course of performing their duties.
40. The Confidential Information will include all data and information relating to the business and management of the Employer, that is not in the public domain, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.
41. The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by the Data Protection Act or by a non-disclosure agreement entered into between that third party and the Employer.
42. 'Intellectual property' means all present and future rights to intellectual property including any inventions and improvements, programming, trade marks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula.

The Employer owns all Intellectual Property that The Employee creates during their employment. The Employee agrees to do all things necessary to ensure that ZeroW owns Intellectual Property created during their employment.

The Employee must also inform The Employer of all Intellectual Property created during their employment.

The obligations under this clause continue after employment ends.

## DUTIES AND OBLIGATIONS CONCERNING CONFIDENTIAL INFORMATION

43. The Employee agrees that a material term of the Employee's contract with the Employer is to keep all Confidential Information absolutely confidential and protect its release from the public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer as a result of the Employee's employment by the Employer. The Employee agrees that if there is any question as to such disclosure then the Employee will seek out senior management of the Employer prior to making any disclosure of the Employer's information that may be covered by this Agreement.
44. The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to the Employer, would gravely affect the effective and successful conduct of the Employer's business and goodwill, and would be a material breach of this Agreement.
45. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for one year from the date of such expiration or termination, except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

46. The Employee may disclose any of the Confidential Information:

- a. To a third party where the Employer has consented in writing to such disclosure; or
- b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body after providing reasonable prior notice to the Employer.

47. If the Employee loses or makes unauthorised disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

## OWNERSHIP AND TITLE TO CONFIDENTIAL INFORMATION

48. The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of the Confidential Information.

49. The Employee waives any moral rights that the Employee may have with respect to the Confidential Information.

50. The Employee agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Employee during the Employee's term of employment with the Employer and to assign to the Employer any right, title or interest the Employee may have in the Confidential Information. The Employee agrees to execute any instruments and to do all other things reasonably requested by the Employer, both during and after the Employee's employment with the Employer, in order to vest more fully in the Employer all ownership rights in those items transferred by the Employee to the Employer.

## RETURN OF CONFIDENTIAL INFORMATION

51. The Employee agrees that, upon request of the Employer or upon termination or expiration, as the case may be, of this employment, the Employee will turn over to the Employer all Confidential Information belonging to the Employer, including but not limited to, all documents, plans, specifications, discs, drives or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Employee that:

- a. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
- b. Is connected with or derived from the Employee's employment with the Employer.

## CONTRACT BINDING AUTHORITY

52. Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.

## TERMINATION DUE TO DISCONTINUANCE OF BUSINESS

53. Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that the Employer will discontinue operating its business at the location where the Employee is employed, then, at the Employer's sole option, and as permitted by law, this Agreement will terminate as of the last day of the month in which the Employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the Termination Date of this Agreement.



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## TERMINATION OF EMPLOYMENT

54. Where there is just cause for termination, the Employer may terminate the Employee's employment without notice, as permitted by law. "Just Cause" includes but is not limited to; engaging in serious misconduct; serious negligence in the performance of the Employee's duties; serious or persistent breaching of the Agreement; committing an act, whether at work or otherwise, which brings the Employer and/or ZeroW into disrepute; or, being convicted of an offence punishable by imprisonment.
55. The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is four weeks.
56. If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with four weeks' notice. As an alternative, if the Employee co-operates with the training and development of a replacement, then sufficient notice is given if it is sufficient notice to allow the Employer to find and train the replacement.
57. Resignation of employment by the Employee must be in writing to the Employer. If less than four weeks' notice is given, the Employee will forfeit their pay for any period of short notice. The Employer may pay the Employee in lieu of the Employee's notice period, or, require the Employee to work for part of the notice period and pay the Employee in lieu of the balance of the period.
58. The Termination Date specified by either the Employee or the Employer may expire on any day of the month and upon the Termination Date the Employer will forthwith pay to the Employee any outstanding portion of the remuneration including any accrued annual leave and banked time, if any, calculated to the Termination Date.
59. Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may direct the Employee not to attend work or not to perform all or part of the Employee's duties at any time during the notice period. The Employer may not make any changes to remuneration or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

## REMEDIES

60. In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee agrees that the Employer is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to the Employer at law or in equity, in order to prevent or restrain any such breach by the Employee or by the Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Employee.

## SEVERABILITY

61. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

## NOTICES

62. Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

**EMPLOYER:** ZeroW

Name:	
Address:	
Phone:	





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## EMPLOYEE:

Name:	
TFN:	
Address	
Phone:	
Email:	

## MODIFICATION OF AGREEMENT

63. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorised representative of each party.

## GOVERNING LAW

64. This Agreement will be construed in accordance with and governed by the laws of the country of Australia.

## DEFINITIONS

65. For the purpose of this Agreement the following definitions will apply:

- a. "Additional Hours" means the total hours worked in a day or week in excess of the maximum allowed, as defined by local statute, for a work day or a work week.
- b. "Work Product" means work product information, including but not limited to, work product resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development.
- c. "Computer Software" means computer software resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development, including but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs.
- d. "Other Proprietary Data" means information relating to the Employer's proprietary rights prior to any public disclosure of such information, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets).
- e. "Business Operations" means operational information, including but not limited to, internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Employer's business.
- f. "Marketing and Development Operations" means marketing and development information, including but not limited to, marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being considered.
- g. "Customer Information" means customer information, including but not limited to, names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Employer.





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- h. "Termination Date" means the date specified in this Agreement or in a subsequent notice by either the Employee or the Employer to be the last day of employment under this Agreement. The parties acknowledge that various provisions of this Agreement will survive the Termination Date.

## GENERAL PROVISIONS

66. Time is of the essence in this Agreement.
67. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
68. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
69. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.
70. This Agreement may be executed in counterparts. Facsimile and electronic signatures are binding and are considered to be original signatures.
71. If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between the Employer and the Employee. Any duties, obligations and liabilities still in effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.
72. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

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**IN WITNESS WHEREOF**, the parties have duly affixed their signatures under hand and seal on this                      day of

ZeroW

Per:    (Seal)      Officer's Name:

Employee Name:



# EMPLOYMENT CONTRACT

## SCHEDULE 1: PARTICULARS OF EMPLOYMENT

### EMPLOYER DETAILS

1. Employer Name: ZeroW
2. Employer Address:
3. Place of Work:

### EMPLOYEE DETAILS

4. Employee Name:
5. Employee Address:

### EMPLOYMENT DETAILS

6. Job Title:
7. Job Description:
8. Date Employment will start:
9. Employment is:
10. Date Continuous Employment began or will begin:
11. Hours of work:                      Normal hours of work are:
12. Holiday entitlement and holiday pay: The Employee is entitled to four weeks of paid annual leave, such entitlement accruing on a pro-rata basis. The leave will accrue progressively from the commencement of the employment and is cumulative.
13. Pay Period: The Employee will be paid: Every week.

### OTHER DETAILS

14. Sick leave and sick pay entitlement: The Employee will be entitled to 8 days of personal leave each year, which may be taken as sick leave or carer's leave. Personal leave will accrue progressively from the commencement of the employment and is cumulative.
15. Superannuation details: The Employer will make contributions to a superannuation fund nominated by the Employee in accordance with legislative requirements.
16. Notice of termination details: The Employee is entitled to four weeks' notice. The Employee will give the Employer four weeks' notice before quitting.
17. Disciplinary Rules and Procedure: The Employer's disciplinary rules and procedure are set out in The Employer's Guide, which is available at the Employee's request.
18. Grievance Procedure: The Employer's grievance procedure is set out in The Employer's Guide, which is available at the Employee's request.