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## Parties

<b>Employer</b>	<b>ABC Pty Ltd</b> (ABN 12 345 678 910) Address: 333 Collins Street, Melbourne VIC 3000  (the <i>Employer</i> )
<b>Employee</b>	<b>John Smith</b> Address: 333 Collins Street, Melbourne VIC 3000  (the <i>Employee</i> )

## Recitals

- A The Employer has offered employment to the Employee, and the Employee has accepted that offer, on the terms of this agreement.
- B This agreement is intended to be legally binding and the parties agree to give effect to the arrangements contemplated by it.

## Operative provisions

### 1. Definitions and interpretation

#### Definitions

- 1.1 The following definitions apply in this agreement unless the context requires otherwise:

**Applicable Law** means the Fair Work Act, the *Superannuation Guarantee (Administration) Act 1992* (Cth) and any Enterprise Agreement, Award or other law that applies to the Employee's employment with the Employer pursuant to this agreement.

**Authorisation** means any consent, authorisation, registration, filing, agreement, notarisation, certificate, permit, licence, approval, authority or exemption.

**Award** means a "modern award" as defined in section 12 of the Fair Work Act and includes any similar award or other industrial instrument.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in Melbourne, Victoria are open for business.

**Confidential Information** means all information (except to the extent that it is generally available to the public, other than as a direct or indirect result of any breach of this agreement) relating to the Employer, any customer, client, supplier, distributor or joint venture partner of the Employer and/or any of the business or financial affairs of any of them, including:

- (a) any information that is specifically designated by any of them as confidential;
- (b) any information which, by its nature, may reasonably be regarded as confidential;
- (c) any information relating to any: