**Employment Agreement**

This Employment Agreement (the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_, (the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Individual] (the “Employee”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company], an [entity with its principal place of business at] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Company Address, City, State, Zip Code] (the “Company”), (each, a “Party” and collectively, the “Parties”).

Whereas both Parties agree and covenant to be bound by this Agreement and the terms set form as follows:

1. **Employment**. Company is willing to employ Employee as a [full time/part-time] \_\_\_\_\_\_\_\_\_\_ [Title] under this Agreement. In this capacity, Employee shall have the following duties and undertake the following responsibilities in a professional manner with good faith and best efforts:

1. \_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_

Employee shall perform such other duties as are customarily performed by other persons in similar positions, including other duties as may arise from time to time and as may be assigned.

2. **Term**. The Employee’s employment under this Agreement begins from the Effective Date and will terminate on \_\_\_\_\_\_\_\_.

2. **Term**. The Employee’s employment under this Agreement begins from the Effective Date and be for an unspecified term on an “at will” basis.

The probation period is \_\_\_\_\_\_\_\_\_ [number of months], starting from the Effective Date. In the event that Employee fails to pass the probation, Company may terminate this Agreement immediately by giving notice to Employee.

3. **Compensation.** As compensation for the services provided by Employee under this Agreement, Company will pay Employee $\_\_\_\_\_\_\_\_\_\_[dollar amount] [per hour/per week/per month/per year]. The amount will be paid to Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[once a week/twice a month/the 15th of each month/on the last day of the month]. Employer shall deduct or withhold any and all federal income and social security taxes and state or local taxes as required by law.

Employee understands they shall not receive overtime compensation for services performed as a salaried/exempt employee.

Employee shall be entitled to additional compensation for services rendered under this Agreement in the form of commission income on the following basis:

4. **Expenses.** Company will reimburse Employee for any reasonable out-of-pocket expenses incurred in furthering the Company’s businesses, including expenses for entertainment, travel, and similar items, after Employee provides an itemized account of expenditures pursuant to Company policy.

5. **Work Location.** Employee will primarily perform their employment duties at \_\_\_\_\_\_\_\_\_ [Company address] between the hours of \_\_\_\_\_\_\_\_\_\_\_ [Work Hours] on \_\_\_\_\_\_\_\_\_\_[Work Days].

6. **Employee Benefits.** Both parties will comply with Company policy regarding employee benefits or as required by law.

Employee shall be entitled to a paid vacation in the amount of \_\_\_\_ weeks per year, or as required by state and local laws.

Employee will be granted paid sick leaves up to \_\_\_\_\_ (\_\_\_) days and paid personal time off up to \_\_\_\_\_\_ (\_\_\_\_) days on an annual basis.

If Employee cannot perform their duties because of illness or capacity for more than \_\_\_\_\_\_\_\_ weeks, compensation due during such illness or capacity will be reduced by \_\_\_\_\_\_\_\_ percent. Full compensation will be reinstated upon Employee’s return to work. If Employee is absent from work for any

Please refer to the Employee Handbook for more specifics regarding employee benefits.

7. **Non-Compete Agreement.** Employee agrees and covenants during the term of this Agreement to not (i) provide goods or services which directly or indirectly compete with Company; (ii) invest either directly or indirectly in a business that directly or indirectly compete with Company; (iii) solicit Company employees to leave their employment; or (iv) engage in any other activities that result in injury to Company. Employee hereby warrants that entering into this Agreement does not and will not constitute a violation of any of its previous employment agreements and previous non-compete agreements. If Employee violates this agreement to not compete, Company has the right to immediately terminate the employment relationship.

For a period of \_\_\_\_\_\_ (\_\_\_\_\_) months following the voluntary or involuntary termination of Employee’s employment, Employee shall not engage with any domestic or foreign company that has a direct competitive relationship with Company as an employee.

8. **Confidentiality.**

a. **Confidential and Proprietary Information.** In the course of employment, Employee will be exposed to confidential and proprietary information of the Company. Confidential and proprietary information shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, design, process, procedure, formula, or improvement, which the Company considers confidential and proprietary. Employee acknowledges and agrees that the confidential and proprietary information is valuable property of the Company, developed over a long period of time at substantial expense and that it is worthy of protection.

b. **Confidentiality Obligations**. Except as otherwise expressly permitted in this Agreement, Employee shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information either during the term of this Agreement or at any time thereafter, except as required to perform their duties and responsibilities or with the Company’s prior written consent.

c. **Rights in Confidential and Proprietary Information**. All ideas, concepts, work product, information, written material or other confidential and proprietary information disclosed to Employee by the Company (i) are and shall remain the sole and exclusive property of the Company, and (ii) are disclosed or permitted to be acquired by Employee solely in reliance on Employee’s agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of the Company’s business. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest or title in, to or under the confidential and proprietary information to Employee.

d. **Irreparable Harm.** Employee acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney’s fees and costs from Employee.

9. **Ownership of Work Product.** The Parties agree that all work product, information or other materials created and developed by Employee in connection with the performance of duties and responsibilities under this Agreement and any resulting intellectual property rights (hereafter referred to collectively as the “Work Product”) are the sole and exclusive property of Company.

10. **Termination.** Employee acknowledges and agrees that the Agreement is subject to being terminated. Employee may terminate this Agreement and their employment at any time by giving a \_\_\_\_\_\_ [weeks/months]’ notice in writing to the Company. Employer may terminate this Agreement and the Employee’s employment at any time for any reason in accordance with applicable local, state, and federal labor laws.

During the notice period, Employee and Employer agree to continue diligently fulfilling their duties and obligations in good faith with best efforts. At the time of termination, Employee agrees to return all Company property, including but not limited to computers, cell-phones, and any other electronic devices. Employee shall reimburse Employer for any Company property lost or damaged in an amount equal to the market price of such property.

11. **Miscellaneous.**

1. **Authority to Contract.** Employee acknowledges and agrees that they do not have authority to enter into any binding contracts or commitments for or on behalf of Company without first obtaining prior written consent.
2. **Governing Law.** The terms of this Agreement shall be governed exclusively by the laws of the State of \_\_\_\_\_\_ [state] (not including its conflicts of law provisions). Any dispute arising from this Agreement shall be resolved [in the courts of the State of \_\_\_\_\_\_\_\_\_\_[state]/through binding arbitration conducted in accordance with the rules of the American Arbitration Association/through mediation].
3. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings of the Parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.
4. **Notices.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.
5. **Waiver.** Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.
6. **Further Assurances.** At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.
7. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

[Name of Company]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of Employee]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_