

AT-WILL EMPLOYMENT AGREEMENT

THIS EMPLOYEMENT AGREEMENT is dated as of _____, 20__, and is by and between _____ (the “Company”), whose mailing address is _____; and _____ (“Employee”), whose mailing address is _____.

RECITALS

WHEREAS, the Company wishes to employ Employee under the terms and conditions set forth herein, and Employee wishes to be employed on these terms and conditions.

THEREFORE, in consideration of the agreements contained herein, the parties, intending to be legally bound, agree as follows:

1. Employment. The Company hereby employs Employee, and Employee accepts employment with the Company, on and subject to the terms and conditions set forth in this Agreement.

2. At-Will. The employment of Employee will be at-will, meaning that employment may be terminated by either party at any time, with or without cause, in accordance with the provisions of this Agreement.

3. Position and Duties. The Company employs Employee to serve in the following capacity and/or under the following title: _____
Employee shall be responsible for performing the following duties:

The Company and Employee may jointly from time to time change the nature of Employee’s duties and job title.

4. Place of Employment. Employee shall perform his or her duties under this Agreement at the following location(s):

5. Base Compensation. The Company agrees to pay Employee the rate of \$_____ per _____, payable in a manner that is consistent with the Company’s practice for its other employees. If applicable, insert any special compensation arrangements:



6. Other Compensation. If applicable, Employee shall receive other compensation as follows:

7. Reimbursement for Business Expenses. Subject to the approval of the Company, the Company shall promptly reimburse Employee for all reasonable business expenses incurred by Employee in performing Employee's duties and obligations under this Agreement, but only if Employee properly accounts for expenses in accordance with the Company's policies.

8. Probationary Period.

Check box, as applicable:

- The first _____ days/months of Employee's employment are agreed to constitute a probationary period during which the Company may, in its absolute discretion, terminate Employee's employment, for any reason without notice or cause.
- The probationary period shall not apply.

9. Time Off.

Check box, as applicable:

- Employee shall be entitled to the same paid vacation days, holiday days, sick days, and personal days each calendar year during the term of this Agreement as authorized by the Company for its other employees.
 - Employee shall be entitled to the following time off arrangements:
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10. Benefits.



Check box, as applicable

- Employee shall be entitled to participate in and receive benefits from all of the Company's employee benefit plans that are now, or in the future may be, maintained by the Company for its employees, which may include, without limitation, the Company's health insurance plan, and retirement saving plan, if any.

- Employee shall be entitled to the following benefits:

Nothing in this Agreement shall prohibit the Company from modifying or terminating any of its employee benefit plans in a manner that does not discriminate between Employee and other Company employees.

11. Termination of Employment. Employee's employment hereunder shall automatically terminate upon:

(i) Employee's death, illness or incapacity which precludes Employee from working hereunder; (ii) Employee voluntarily leaving the employ of the Company upon _____ days written notice to the Company; (iii) at the Company's sole discretion, upon _____ days prior written notice to Employee if the Company terminates Employee's employment hereunder without "cause;" or (iv) at the Company's sole discretion, upon _____ days prior written notice to Employee if the Company terminates Employee's employment hereunder for "cause."

Other Company termination rights: _____

For purposes hereof, "cause" shall include (i) Employee's willful malfeasance, nonfeasance or gross negligence in connection with the performance of his or her duties (which shall not include any exercise of business judgment in good faith), (ii) any willful misrepresentation or concealment of a material fact made by Employee in connection with this Agreement; or (iii) the willful breach of any material covenant made by Employee hereunder.

12. Payments on Termination. In the event that Employee's employment under this agreement is terminated for any reason, Company shall promptly pay Employee any amounts due to Employee under this Agreement, including any salary accrued through the date of termination, and reimbursement for business-related expenses during the period of Employee's employment,



providing that such expenses are submitted in accordance with Company policies. Such payments shall be in full satisfaction of all Company's obligations to Employee.

13. Confidential Information. In connection with Employee's employment hereunder, Employee may have access to confidential and proprietary information concerning the Company, which may include, without limitation, financial information, service methods, marketing information, intellectual property, customer data, and any other information learned by Employee as a result of its involvement with the Company (collectively, "Trade Secrets"). Employee agrees to hold all Trade Secrets in confidence and not discuss, communicate or transmit to others, or make any unauthorized copy of or use the Trade Secrets in any capacity, position or business except as it directly relates to the performance by Employee of the services hereunder. Employee agrees to use the Trade Secrets only in furtherance of proper business-related reasons of the Company to further the interest of the Company; to take all reasonable actions that Company deems necessary or appropriate to prevent unauthorized use or disclosure of or to protect the interest of the Company in the Trade Secrets; and that any of the Trade Secrets, whether prepared by Employee or which may come into Employee's possession, and all such Trade Secrets, including copies thereof, together with all other property belonging to any of the Company or its affiliates, or used in their respective businesses, shall be returned to the Company upon termination of this Agreement.

The foregoing confidentiality provisions of this Agreement do not apply to (i) information that by means other than Employee's deliberate or inadvertent disclosure becomes well known to the public; or (ii) disclosure compelled by judicial or administrative proceedings after Company diligently tries to avoid each disclosure and affords the Company the opportunity to obtain assurance that compelled disclosures will receive confidential treatment.

14. Intellectual Property. Work product of Employee and components thereof, and all related and/or derivative works and/or materials created by Employee for the benefit of the Company pursuant to this Agreement (collectively, "Works"), shall be the sole and exclusive property of the Company. Employee agrees that all Works created by Employee are "works made for hire," as defined by 17 U.S.C.A. § 101 of the Copyright Act of 1976, as amended, and that the Works shall be the sole and complete property of the Company and that any and all copyrights to such works shall belong solely to the Company. To the extent the Works are not deemed "works made for hire," Employee hereby assigns, in perpetuity, all proprietary rights, including but not limited to copyright, in all such Works to the Company without further or additional compensation. If the Company is unable to secure Employee's authorization or signature to apply for or to pursue an application for any United States or foreign copyright registrations covering any such Works assigned to the Company as above, then the Employee hereby irrevocably designates and appoints the Company and its authorized officers and agents as employee's agent and attorney-in-fact, to act for and on his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further prosecute any copyright registrations thereon with the same legal force and effect as if executed by Employee.

15. Noncompetition Covenant.

Check box, as applicable:



During the Term of this Agreement, Employee agrees that Employee will not perform services or be employed by any entity, person, firm, or corporation (i) which engages in business in competition with the Company or any subsidiary or affiliate thereof or (ii) which is a current or former client of the Company, unless expressly approved in writing in advance by the Company in the Company's sole and absolute discretion. If a court of competent jurisdiction determines that any covenant contained herein is unreasonable because of its term or scope, or for any other reason, the Parties agree that such court may reform the conditions of such covenant so that it is reasonable under the circumstances and that this covenant, as reformed, shall be enforceable.

The noncompetition covenant shall not apply.

16. Construction.

Employee acknowledges and agrees that the covenants and agreements contained in Sections 12, 13, and 14 of this Agreement are the essence of this Agreement, and that each of such covenants and agreements is reasonable and necessary to protect and preserve the interests and business of the Company. Employee further acknowledges and agrees that: (i) each of such covenants and agreements is separate, distinct and severable, not only from the other of such covenants and agreements, but also from the remaining provisions of this Agreement, (ii) the unenforceability of any such covenants or agreements shall not affect the validity or enforceability of any other such covenants or agreements or any other provision or provisions of this Agreement, and (iii) in the event any court of competent jurisdiction or arbitrator, as applicable, determines, rules or holds that any such covenant or agreement hereof is overly broad or against the public policy of the state, then said court or arbitrator, as the case may be, is specifically authorized to reform and narrow said covenant or agreement to the extent necessary to make said reformed and narrowed covenant or agreement valid and enforceable to the maximum enforceable restriction permitted by law.

17. Remedies. It is expressly understood and agreed that (i) any breach of any of the provisions of Sections 12, 13, or 14 of this Agreement is likely to result in irreparable injury to the Company, (ii) the remedy at law alone will be an inadequate remedy for such breach, and (iii) in addition to any other remedy it may have for such breach, the Company shall be entitled to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages. Notwithstanding any other provision of this Agreement to the contrary, any and all obligations of the Company to pay any compensation to Employee for any reason shall cease and terminate upon the proven breach by Employee, as determined by an arbitrator or a court of competent jurisdiction as the case may be, of any of the obligations of Employee under Sections 12, 13 or 14 of this Agreement.

18. Miscellaneous.



a. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

b. In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default, including without limitation, reasonable attorney's fees and costs. Any dispute hereunder shall be resolved through binding arbitration, pursuant to the commercial arbitration rules of the American Arbitration Association; provided, however, any action in specific performance may be brought in a court of law. The prevailing party in any such action or proceeding shall be entitled to recovery of all costs and fees incurred in connection with such action or proceeding.

c. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

d. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of _____.

e. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

f. Any notice or other communication hereunder may be sent by SMS text, email, or US mail to the intended recipient thereof, to the addresses and/or other contact information set forth above, and shall be deemed delivered and received upon confirmation of receipt (in the case of email or SMS text), or three business days after posting to US mail (in the case of mail).

IN WITNESS WHEREOF, the parties execute this Agreement and agree to be bound by the terms hereof.

Company Signature: _____

Name: _____

Date: _____

Employee Signature: _____

Name: _____



Date: _____

