

EMPLOYMENT AGREEMENT

EMPLOYEEMENT AGREEMENT by and between _ [Company], and _ [Employee].

For good consideration, Company shall employ and the Employee agrees to be employed on the following terms:

1. EFFECTIVE DATE:

Employment shall commence on _, 19_, time being of the essence.

2. DUTIES:

Employee agrees to perform the following duties:
[Describe general duties, or attach job description]

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Employee shall also perform such further duties as are incidental or implied from the foregoing, consistent with the background, training and qualifications of Employee or may be reasonably delegated as being in the best interests of the Company. The Employee shall devote full time to his employment and expend best efforts on behalf of Company. Employee further agrees to abide by all reasonable Company policies and decisions now or hereinafter existing.

3. TERM:

The Employee's employment shall continue for a period of [_] years, beginning on the effective date of this agreement and ending on _, 19_.

4. COMPENSATION:

The Employee shall be paid the following compensation:

- a) Annual Salary: \$_, paid on the payroll schedule existing for other employees.
- b) Such bonuses, vacations, sick leave, retirement benefits and expense accounts as stated in the Company manual for other management personnel or as may be decided by the Company if said items are discretionary with the Company.

5. TERMINATION:

This agreement may be earlier terminated upon:

- a) Death of Employee or illness or incapacity that prevents Employee from substantially performing for

[_] continous months or in excess of [_] aggregate working days in any calender year.

b] Breach of agreement by Employee.

6. MISCELLANEOUS:

- a] Employee agrees to execute a non-compete agreement as annexed hereto.
- b] Employee agrees to execute a confidential information and invention assignment agreement as annexed hereto.
- c] This agreement shall not be assignable by either party, provided that upon any sale of the business by Company, the Company may assign this agreement to its successor or employee may terminate same.
- d] In the event of any dispute under this agreement, it shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.
- e] This constitutes the entire agreement between the parties.
Any modification must be in writing.

7. ADDITIONAL TERMS:

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Signed under seal this _ day of _, 19_.

Company

Employee