EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), is made effective as of _____, by and between Company Name ("_____"), of address, city, state 12345 and _____ ("_____").

1. EMPLOYMENT. _____ shall employ _____ as a(n) job title. _____ accepts and agrees to such employment, subject to the general supervision, advice, and direction of _____ and _____'s supervisory personnel. _____ agrees to perform faithfully, industriously, and to the best of _____'s ability, experience, and talents, the services described as follows: _____ _____ shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to _____ from time to time by _____.

2. COMPENSATION. As compensation for the services provided by _____ under this Agreement, _____ will pay _____ an annual salary of $_____ payable in accordance with _____'s usual payroll procedures.

3. EXPENSE REIMBURSEMENT. _____ will reimburse _____ for "out-of-pocket" expenses incurred by _____, in accordance with _____'s policies in effect from time to time.

4. BENEFITS. _____ shall be entitled to employment benefits, including holidays, sick leave, vacation, health insurance, disability insurance, and life insurance as provided by _____'s policies in effect from time to time.

5. CONFIDENTIALITY. _____ recognizes that _____ has and will have information regarding matters such as trade secrets, customer lists, product design, and other vital information (collectively, "Information"), which are valuable, special, and unique assets of _____. _____ agrees that _____ will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of _____. _____ will protect the Information and treat it as strictly

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confidential. A violation by _____ of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

6. TERM/TERMINATION. _____'s employment under this Agreement shall be for an unspecified term on an "at will" basis. Either _____ or _____ may terminate this Agreement at any time, with or without notice.

7. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. Amendments to this Agreement must be made in writing and signed by both parties to be binding on either party.

EMPLOYER:
Company Name

By: _____ Date: _____
_____

EMPLOYEE:

_____ Date: _____
_____

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