EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made effective as of _____, by and between _____ ("The Company"), and _____ ("The Employee").

A. The Company is engaged in the business of _____.
The Employee will primarily perform the job duties at the following location:
_____.

B. The Company desires to have the services of The Employee.

C. The Employee is willing to be employed by The Company.

Therefore, the parties agree as follows:

1. EMPLOYMENT. The Company shall employ The Employee as a(n) _____. The Employee shall provide to The Company the following services: _____.
The Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of The Company and The Company's supervisory personnel.

2. BEST EFFORTS OF EMPLOYEE. The Employee agrees to perform faithfully, industriously, and to the best of his/her ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of The Company. Such duties shall be provided at such place(s) as the needs, business, or opportunities of The Company may require from time to time.

3. COMPENSATION OF EMPLOYEE. As compensation for the services provided by The Employee under this Agreement, The Company will pay The Employee a(n) _____ salary of $_____ payable in accordance with The Company's usual payroll procedures. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that The Employee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which The Employee has not yet been paid, and for any commission earned in accordance with _____'s customary procedures, if applicable. Accrued vacation will be paid in accordance with state law and The Company's customary procedures. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

4. EXPENSE REIMBURSEMENT. The Company will reimburse The Employee for "out-of-pocket" expenses incurred by The Employee in accordance with The Company's policies in effect from time to time.

5. RECOMMENDATIONS FOR IMPROVING OPERATIONS. The Employee shall provide The Company with all information, suggestions, and recommendations regarding The Company's business, of which The Employee has knowledge, that will be of benefit to The Company.

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6. CONFIDENTIALITY. The Employee recognizes that The Company has and will have information regarding the following:

- inventions
- products
- product design
- processes
- technical matters
- trade secrets
- copyrights
- customer lists
- prices
- costs
- discounts
- business affairs
- future plans

and other vital information items (collectively, "Information") which are valuable, special and unique assets of The Company. The Employee agrees that he/she will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of The Company. The Employee will protect the Information and treat it as strictly confidential. A violation by The Employee of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

7. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that The Employee has disclosed (or has threatened to disclose) Information in violation of this Agreement, The Company shall be entitled to an injunction to restrain The Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. The Company shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

8. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Agreement shall remain in full force and effect for a 10 years period after the termination of The Employee's employment. During such 10 years period, neither party shall make or permit the making of any public announcement or statement of any kind that The Employee was formerly employed by or connected with The Company.

9. NON-COMPETE AGREEMENT. The Employee recognizes that the various items of Information are special and unique assets of The Company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to The Employee, he/she agrees and covenants that for a period of 10 years following the termination of this Agreement, whether such termination is voluntary or involuntary, The Employee will not directly or indirectly engage in any business competitive with The Company. This covenant shall apply to the geographical area that includes all of the State of _____. Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of The Company for the benefit of a third party that is engaged in such business. The Employee agrees that this non-compete provision will not adversely affect his/her livelihood.

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10. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER. The Employee shall not have the right to make any contracts or commitments for or on behalf of The Company_ without first obtaining the express written consent of The Company.

11. BENEFITS. The Employee shall be entitled to employment benefits, including holidays, sick leave, vacation, health insurance, disability insurance, life insurance, and pension plan as provided by The Company's policies in effect from time to time.

12. TERM/TERMINATION. The Employee's employment under this Agreement shall be for an unspecified term on an "at will" basis. This Agreement may be terminated by The Company upon 30 days written notice, and by The Employee upon 30 days written notice. If The Employee is in violation of this Agreement, The Company may terminate employment without notice and with compensation to The Employee only to the date of such termination. The compensation paid under this Agreement shall be The Employee's exclusive remedy.

13. COMPLIANCE WITH EMPLOYER'S RULES. The Employee agrees to comply with all of The Company's rules and regulations.

14. RETURN OF PROPERTY. Upon termination of this Agreement, The Employee shall deliver to The Company all property which is The Company's property or related to its business (including keys, records, notes, data, memoranda, models, and equipment) that is in The Employee's possession or under The Employee's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by The Employee.

15. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, and properly addressed to the other party.

16. 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.

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17. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

18. SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of _____.

EMPLOYER:

_____

By: _____ Date: _____

_____

AGREED TO AND ACCEPTED.

EMPLOYEE:

_____ Date: _____

_____

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