

# EMPLOYMENT AGREEMENT

agree:

EMPLOYEE is engaged to act as \_\_\_\_\_ for \_\_\_\_\_,  
beginning on \_\_\_\_\_.

As to those items not specified herein, the relationship between the parties shall be governed by the general employment manual, dated \_\_\_\_\_, and any additions and replacements thereto.

EMPLOYEE shall receive a salary of \$ \_\_\_\_\_ (\_\_\_\_\_) per month, subject to attendance and leave policies as adopted from time to time by EMPLOYER.

As compensation for EMPLOYEE's services herein, EMPLOYEE shall receive a commission of \_\_\_\_\_ per cent of gross sales produced EMPLOYEE. Said commission shall only be paid upon fully collected sales. Should EMPLOYER determine, in its sole discretion, to allow commissions on sales on credit or other than fully collected sales, EMPLOYEE shall be liable to repay any sums advanced on sales not collected.

As compensation for EMPLOYEE's services herein, EMPLOYEE shall receive a monthly draw of \$ \_\_\_\_\_ (\_\_\_\_\_ dollars) against commission of \_\_\_\_\_ per cent of gross sales produced by EMPLOYEE. Should EMPLOYER determine, in its sole discretion, to allow commissions on sales on credit on other than fully collected sales, EMPLOYEE shall be liable to repay any sums advanced on sales not collected.

A draw account for EMPLOYEE shall be established, and EMPLOYER shall set off against any draws received commissions earned by the EMPLOYEE.

EMPLOYER may during the course of EMPLOYEES service reveal certain confidential/trade secret or proprietary information to EMPLOYEE. The items which are confidential/trade secret or proprietary information shall be identified as confidential. Without specific

EMPLOYEE shall for a period of \_\_\_\_\_ months after termination of not accept employment with the following firms:

\_\_\_\_\_

EMPLOYEE agrees that the duties herein shall be full time. EMPLOYEE shall not engage in other business ventures or employment without the prior approval of EMPLOYER.

EMPLOYEE agrees to promptly disclose to EMPLOYER any inventions or processes discovered by the EMPLOYEE which are made at the behest or in connection with the duties of employee,

or which are reasonably related to the business of EMPLOYER during the term of employment, and shall assign all rights in said inventions or processes to EMPLOYER.

EMPLOYEE shall execute any documents reasonably requested by EMPLOYER for patents or other legal steps which EMPLOYER may desire to perfect its rights in the inventions.

EMPLOYER may terminate this agreement upon \_\_\_\_\_ days notice to the EMPLOYEE. Upon termination, EMPLOYEE shall return all materials from EMPLOYER to the EMPLOYER.

EMPLOYEE shall be entitled after six months employment to purchase up to \_\_\_\_\_ shares of \_\_\_\_\_ stock of EMPLOYER at a price of \$ \_\_\_\_\_ (\_\_\_\_\_ dollars) per share, or the equivalent units should a recapitalization occur. This option shall be non-assignable.

Any disputes under this agreement, including those relating to non-competition shall be submitted to arbitration with a single arbitrator under the rules of the American Arbitration Association. Any ruling made by the arbitrators shall be final and may be entered as a judgment in any court of competent jurisdiction.

Agreed to on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_, by an authorized officer

\_\_\_\_\_

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