



Employment Agreement

_____ heretofore acknowledged as "employee" is engaged to act as _____ for _____, heretofore acknowledged as "employer" 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.

Include the following if the employee will be paid by: Salary

Employee shall receive a salary of \$ _____, subject to attendance and leave policies as adopted from time to time by employer.

Include the following if the employee will be paid by: Straight Commission

As compensation for employee's services herein, employee shall receive a commission of _____ as a numeral per cent of gross sales produced by 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.

Include if the employee will be paid by: Commission with draws

As compensation for employee's services herein, employee shall receive a monthly draw of \$ _____ against commission of _____ as a numeral 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 _____ after termination of not accepting 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 prefect 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 \$ _____ 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 _____

[1st Party Name]

[2nd Party Name]

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Company _____

Company _____

Date _____

Date _____

