

WebstaurantStore

LETTER OF EMPLOYMENT

BETWEEN:

Employee:

Employer: Webstaurant Store, Inc.

Job Title:

Effective:

Compensation:

Other Benefits: The Employee is entitled to all benefits offered to other employees of the company. These benefits include medical, dental, vision, life insurance, EAP, disability, paid time off, holiday and 401K.

Non-Compete: Employee agrees and covenants that for a period of 2 years following the termination of employment, whether such termination is voluntary or involuntary, they will not engage in any form of business or profession which directly or indirectly competes with the disposable, smallwares, food service equipment, or chemical divisions of the Employer or any entity associated directly or indirectly with the Employer by ownership or management. This covenant includes, but is not limited to, (I) engaging in a business as an 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 Employer for the benefit of a third party that is engaged in such business. Competition for the purposes of this contract includes anyone whose principal business, or a component of business, is to supply disposable, smallwares, or kitchen and restaurant equipment products to the food-service industry.

- *Employment Agreement*

Duties:

Additional Information:

Performance Reviews:

- *Employment Agreement*

Confidentiality: The Employee agrees not to share with anyone outside the company or any other employees of the Employer or any entity associated directly or indirectly with the Employer by ownership or management, except where necessary to the performance of their job, any business information or trade secrets (such as the company's sales plans or customer lists) which could be detrimental to the company's success should the information be shared. This confidentiality provision also specifically applies to this employment agreement, which the Employee shall not disclose to anyone else.

Arbitration Agreement: The Employee understands that Employee and the Employer are subject to mutual arbitration, and that Employee is required, as a condition of employment, to review and sign an Arbitration Agreement when completing new hire paperwork.

At-Will Employment: The Employee acknowledges that employment with the Employer is not for any specified term and will at all times be on an "at will" basis, meaning that either Employee or Employer may terminate Employee's employment at any time for any reason or no reason, without further obligation or liability.

Entire Agreement: This constitutes the entire agreement between the parties and serves to void any previous employment contracts between these two parties. There are no provisions or prior understandings that do not appear in writing in this document. The Employee acknowledges receipt of a fully signed copy of this Agreement.

EMPLOYEE SIGNATURE

DATE

EMPLOYER REPRESENTATIVE

DATE