

# **Employment Contract**

This Employment Contract (the "Contract" or "Employment Contract") states the terms and conditions that govern the contractual agreement between {{EMPLOYERCOMPANY}} having its principal place of business at {{ADDRESS}} (the "Company"), and {{EMPLOYEE}} (the "Employee") who agrees to be bound by this Contract.

WHEREAS, the Company is engaged in the {{DESCRIPTIONOFBUSINESS}}; and

WHEREAS, the Company desires to employ and retain the services of the Employee according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Company and the Employee (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

#### 1. TERM

The term of this Employment Contract shall commence on {{STARTDATE}} (the "Start Date"). The Employee agrees and acknowledges that, just as they have the right to terminate their employment with the Company at any time for any reason, the Company has the same right, and may terminate their employment with the Company at any time for any reason. Either Party may terminate said employment with written notice to the other Party.

# 2. DUTIES

The Company shall employ the Employee as {{POSITIONTITLE}} (the "Position"). The Employee accepts employment with the Company on the terms and conditions set forth in this Employment Contract, and agrees to devote his full time and attention (reasonable periods of illness excepted) to the performance of his duties under this Contract. In general, the Employee shall perform all the duties as described on Exhibit A attached hereto.

# 3. COMPENSATION

In consideration for the performance of the duties hereunder, the Employee shall be entitled to compensation as described on Exhibit B attached hereto.

#### 4. CONFIDENTIALITY

The Employee shall not disclose to any third party any details regarding the business of the Company, including, without limitation the names of any of its customers, the prices it obtains, the prices at which it sells products, its manner of operation, its plans, its strategies, any of the Company's trade secrets or any other information pertaining to the business of the Company (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

# 5. RETURN OF PROPERTY

Within Seven (7) days of the termination of this Contract, whether by expiration or otherwise, the Employee agrees to return to the Company, all products, samples, or models, and all documents, retaining no copies or notes, relating to the Company's business including, but not limited to, {{LISTOFITEMS}} obtained by the Employee during its representation of the Company.

### 6. EXPENSES

The Employee shall not be entitled to reimbursement for any expenses except those that have been previously approved in writing by the Company. Should the Company require travel by the Employee, the Company shall reimburse the Employee for such travel expenses, along with reasonable lodging and meal expenses upon presentation of receipts of such expenses.

# 7. EMPLOYEE REPRESENTATIONS AND WARRANTIES

The Employee represents and warrants to the Company the following:

- 1. There is no employment contract or any other contractual obligation to which the Employee is subject, which prevents the Employee from entering into this Contract or from performing fully the Employee's duties under this Contract.
- 2. The Company shall make no specific accommodations for the Employee to perform his duties and responsibilities, other than those specifically described under this Contract.

# 8. NO MODIFICATION UNLESS IN WRITING

No modification of this Employment Contract shall be valid unless in writing and agreed upon by both Parties.

# 9. APPLICABLE LAW

This Employment Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of {{STATE}} and subject to the exclusive jurisdiction of the federal and state courts located in {{COUNTY}}, {{STATE}}.

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

{{EMPLOYERCOMPANY}}	{{EMPLOYEE}}
{{EmployerName}}	Title: {{Employeetitle}}
Title: {{Employertitle}}	Date: {{Date}}