**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this “Agreement”) between **[Name of the Employer]**, along with its successors and/or assigns, (the “Company”) and **[Name of the Employee]** (the “Employee”) is entered into and dated as of [•] (the “Effective Date”).

1. Employee currently serves as [•] of the Company;
2. The Company and Employee desire to establish the terms and conditions of Employee’s employment with the Company and the compensation and benefits (if any) to be paid to Employee if his employment with the Company is terminated;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment.** During the term of this Agreement, the Company shall employ Employee as [•]. Employee shall have such authority, responsibilities and duties as may from time to time be assigned by the [•] of the Company. Employee agrees to serve the Company faithfully and to the best of Employee’s ability, and to devote Employee’s full business time, attention and efforts to the business and affairs of the Company. Employee will perform all of his responsibilities in compliance with all applicable laws and regulations, and he will endeavor to ensure that all Company operations comply with all applicable laws and regulations. Further, Employee will comply with all rules, policies and procedures of the Company as modified from time to time.
2. **Compensation.**
3. **Base Salary.** During the term of this Agreement, the Company shall pay Employee a base salary at the annual rate of [•]. The Company shall pay the annual base salary in equal pro rata installments on the Company**’**s regular payroll dates. The Company shall also withhold and deduct from such installment payments such amounts as are required under federal, state and local law to be withheld for income tax or Social Security withholding purposes.
4. **Benefits.** Employee may participate in all benefit plans, retirement plans and fringe benefits which may be available from time to time to employees of Employee’s level of employment in accordance with the Company’s policies. Employee shall be entitled to up to four weeks of non-accountable vacation per year. Non-accountable means no amounts shall be accrued, no amounts shall be carried over and no amounts shall be due Employee upon termination of employment. Employee’s participation in such benefits shall be subject to the terms of the applicable plans, as the same may be amended from time to time. The Company does not guarantee the adoption or continuance of any particular employee benefit during Employee’s employment, and nothing in this Agreement is intended to or shall in any way restrict the right of the Company to amend, modify or terminate any of its benefits during the term of this Agreement or Employee’s employment with the Company.
5. **Incentive Compensation.** Based on the Company’s successful financial performance and/or other applicable criteria, Employee shall be eligible to be paid an annual bonus as determined by the [•] in its sole discretion.
6. **Stock Options.** On [•], the Company granted to Employee options to purchase up to [•] shares of the Company’s common stock, **s**ubject to the terms and conditions set forth in the Company’s Stock Option Plan. The options shall vest as follows: [•]options shall vest on [•],provided that Employee remains employed with the Company under this Agreement on the foregoing vesting dates.

1. **Term.** The term of this Agreement shall begin on the Effective Date and end on [•], unless earlier terminated pursuant to Section 4.
2. **Termination.**
3. **Termination by the Company for Cause.** The Company may terminate this Agreement for Cause effective immediately upon notice to Employee of such termination. **“**Cause**”** means (i) material willful failure by Employee to meet objectives set by the [•] of the Company, (ii) material willful failure by Employee to perform Employee’s duties under this Agreement or comply with the directions of the [•] of the Company, (iii) malfeasance or gross negligence in the performance of Employee**’**s duties under this Agreement, (iv) Employee’s commission of (a) a felony, (b) material unethical business practice on the part of Employee in connection with the affairs of the Company or (c) a material breach of any of the provisions of this Agreement.
4. **Termination by the Company without Cause.** The Company may terminate this Agreement without Cause, effective immediately upon notice to Employee. In the event of termination of this Agreement by the Company without Cause, and provided that Employee executes a general release of all claims in a form acceptable to the Company, the Company shall pay Employee severance compensation in the form of continuing payment of Employee’s base salary for a period of [•] months following the date of termination or until Employee enters into an employment, consulting, or other business arrangement or relationship with another person/entity, whichever date is earlier. Employee understands and agrees that his receipt of severance compensation pursuant to this paragraph is expressly conditioned on his execution of a full and complete general release of claims in a form acceptable to Company. If Employee does not sign such a general release of claims, Employee shall not be entitled to receive any further compensation under the provisions of this Agreement after the date of termination. Any severance payment made under this Agreement will be paid according to Company’s normal payroll schedule and policies, except that the first payment (which will include all payments deferred pursuant to this clause) will be made on the [•] day following termination of this Agreement, provided that Employee executes and does not revoke the general release of claims and all rescission periods have expired by such [•] day.
5. **Termination After Change of Control.**
6. **Effect of Termination after Change of Control.** Notwithstanding the provisions of Section 4, if a Change of Control of the Company occurs during the term of this Agreement and within [•] months after the occurrence of the Change of Control Employee’s employment is terminated (i) by the Company, other than for Cause or by reason of Employee’s Death or Disability, or (ii) by Employee for Good Reason, Employee will be entitled to the benefits provided below:
7. The Company shall promptly pay Employee all compensation and all expense reimbursement, allowance or other remuneration as is due and owing to Employee as of the date of termination.
8. **Confidential Information.**
9. **Definition of Confidential Information;** Employee understands and agrees that as an employee of the Company, Employee will receive, have access to, or contribute various proprietary, confidential, and/or trade secret information concerning the Company, its business operations, affairs, strategies, and clients, including, without limitation: trade secrets; customer lists, records and other information regarding customers (whether or not evidenced in writing); information regarding actual or prospective customer needs or preferences; price lists and pricing policies, financial plans, projections, records, ledgers and information; vendor profiles; purchase orders, agreements and related data; business development plans; sales, marketing and/or advertising plans or strategies; merchandising plans and strategies; research and development plans; employment records, data and policies, including information regarding the skills and abilities of Company personnel; tax or financial information; business and sales methods and operations; billing practices; business correspondence, memoranda and other records; inventions, improvements and discoveries; processes and methods; and business operations and related data formulae; computer records and related data; software code, know-how, research and development; trademark, technology, technical information, and copyrighted material; plans, designs, and related know-how; and any other confidential or proprietary data and information which Employee encounters during employment with the Company, whether in written, electronic or other form (collectively referred to hereafter as “Confidential Information”).
10. **Non-Disclosure; Non-Use;** Employee agrees that at all times during the period of Employee’s employment and after the termination thereof for any reason whatsoever, Employee will hold in the strictest confidence, will keep secret, and will not disclose, use, or publish any of the Company’s Confidential Information, except as such disclosure, use or publication may be required in connection with Employee’s work for the Company. Employee hereby assigns to the Company any rights Employee may have or acquire in the Confidential Information and agrees that all of the Confidential Information is and shall be the sole property of the Company and its successors and assigns. Employee acknowledges and agrees that the Company’s Confidential Information constitutes a unique and valuable asset of the Company and represents a substantial investment of time and expense by the Company, and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Company would be wrongful and would cause irreparable harm to the Company. Employee further understands and agrees that the confidentiality obligations set forth in this Article are continuing in nature, survive the termination of this Agreement or Employee’s employment, and restrict Employee’s activities following the termination of this Agreement or Employee’s employment.
11. **Employee Non-Solicitation Agreement;** Employee understands and agrees that the Company’s workforce constitutes an important and vital aspect of its business. Employee agrees that during the term of his employment by the Company, and for a period [•] consecutive months from the date of termination of such employment for whatever reason (whether occasioned by Employee or Company), Employee shall not, directly or indirectly, on behalf of himself or any person, firm, corporation, association or other entity, (a) solicit, or assist anyone else in the solicitation of, any of the Company’s then-current employees to terminate their employment with the Company; (b) hire or engage any of the Company’s then-current employees; or (c) otherwise encourage or induce any of the Company’s then-current employees to terminate their employment with the Company.
12. **Obligations to Third Parties;** Employee hereby confirms, represents and warrants that Employee is under no contractual or other legal commitments to any other person or entity that would restrict or prevent Employee’s performance of duties for the Company. Employee shall provide the Company with copies of any previous employment agreements or contracts with any of Employee’s prior employers, or confirm that he is not subject to any agreements with any other employers. If Employee possesses any proprietary information of another person or entity as a result of prior employment or relationship, Employee shall honor any legal obligation that Employee has with that person or entity with respect to such proprietary information and Employee shall not use or disseminate any such proprietary information at any time during his employment with the Company.
13. **General**
14. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by Employee without the prior written consent of the Company.
15. **Severability.** If any provision of this Agreement is determined to be prohibited by or unenforceable or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the parties.
17. **No Waiver.** No term or condition of this Agreement shall be deemed to have been waived except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought.
18. **Governing Law.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the[•], without regard to conflicts of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

By: **[Name of the Company]**

**[Authorised Representative of the Company]**

**[Designation]**

**[Date]**

**[Address]**

**[Name of the Employee]**

**[Date]**

**[Address]**