EMPLOYMENT AGREEMENT – TECHNICAL EMPLOYEE

This Employment Agreement for “At Will” Employee (the "Agreement") is made and effective this [DATE],

**BETWEEN: [EMPLOYEE NAME]** (the "Employee"), an individual with his main address at:

[COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Company"), an entity organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**RECITALS**

In consideration of the covenants and agreements herein contained and the moneys to be paid hereunder, the Company hereby employs the Employee and the Employee hereby agrees to perform services as an employee of the Company, on an “at will” basis, upon the following terms and conditions:

1. **COMPANY'S TRADE SECRETS**

Employee understands that in performance of [HIS/HER] job duties with the Company, Employee will be exposed to the Company's trade secrets. "Trade secrets" means information or material that is commercially valuable to the Company and not generally known in the industry. This includes:

1. Any and all versions of the Company's proprietary system (including source code and object code), hardware, firmware and documentation;
2. Technical information concerning the Company's products and services, including product data and specifications, diagrams, flow charts, drawings, test results, know-how, processes, inventions, research projects and product development;
3. Information concerning the Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
4. Information concerning the Company's employees, including their salaries, strengths, weaknesses and skills;
5. Information submitted by the Company's customers, suppliers, employees, consultants or co-venturers with the Company for study, evaluation or use; and
6. Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the Company's business.
7. **NONDISCLOSURE OF TRADE SECRETS**

Employee will keep the Company's trade secrets, whether or not prepared or developed by [HIM/HER], in the strictest confidence. Employee will not use or disclose such secrets to others without the Company's written consent, except when necessary to perform [HIS/HER] job. However, Employee shall have no obligation to treat as confidential any information which:

1. Was in [HIS/HER] possession or known to me, without an obligation to keep it confidential, before such information was disclosed to Employee by the Company;
2. Is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
3. Is or becomes lawfully available to Employee from a source other than the Company.
4. **CONFIDENTIAL INFORMATION OF OTHERS**

Employee will not disclose to the Company, use in the Company's business, or cause the Company to use, any information or material that is a trade secret of others. [HIS/HER] performance of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Employee prior to [HIS/HER] employment by the Company.

1. **NO CONFLICTING OBLIGATIONS**

Employee has no other current or prior agreements, relationships or commitments that conflict with this Agreement or with [HIS/HER] relationship other than the following: [SPECIFY; IF NONE, SO STATE].

1. **RETURN OF MATERIALS**

When [HIS/HER] employment with the Company ends, for whatever reason, Employee will promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any of the Company's trade secrets. Employee will also return to the Company all equipment, files, software programs and other personal property belonging to the Company.

1. **CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT**

Employee understand that [HIS/HER] obligation to maintain the confidentiality and security of the Company's trade secrets remains with Employee even after [HIS/HER] employment with the Company ends and continues for so long as such material remains a trade secret.

1. **COMPUTER PROGRAMS ARE WORKS MADE FOR HIRE**

Employee understand that as part of [HIS/HER] job duties Employee may be asked to create, or contribute to the creation of, computer programs, documentation and other copyrightable works. Employee agree that any and all computer programs, documentation and other copyrightable materials that Employee is asked to prepare or work on as part of [HIS/HER] employment with the Company shall be "works made for hire" and that the Company shall own all the copyright rights in such works. IF AND TO THE EXTENT ANY SUCH MATERIAL DOES NOT SATISFY THE LEGAL REQUIREMENTS TO CONSTITUTE A WORK MADE FOR HIRE, EMPLOYEE HEREBY ASSIGN ALL [HIS/HER] COPYRIGHT RIGHTS IN THE WORK TO THE COMPANY.

1. **DISCLOSURE OF DEVELOPMENTS**

While Employee is employed by the Company, Employee will promptly inform the Company of the full details of all [HIS/HER] inventions, discoveries, improvements, innovations and ideas (collectively called "Developments") – whether or not patentable, copyrightable or otherwise protectible – that Employee conceives, completes or reduces to practice (whether jointly or with others) and which:

1. Relate to the Company's present or prospective business, or actual or demonstrably anticipated research and development; or
2. Result from any work Employee do using any equipment, facilities, materials, trade secrets or personnel of the Company; or
3. Result from or are suggested by any work that Employee may do for the Company.
4. **ASSIGNMENT OF DEVELOPMENTS**

Employee hereby assigns to the Company or the Company's designee, [HIS/HER] entire right, title and interest in all of the following, that Employee conceives or makes (whether alone or with others) while employed by the Company:

1. All Developments;
2. All copyrights, trade secrets, trademarks and mask work rights in Developments; and
3. All patent applications filed and patents granted on any Developments, including those in foreign countries.
4. **POST-EMPLOYMENT ASSIGNMENT**

Employee will disclose to the Company any and all computer programs, inventions, improvements or discoveries actually made, or copyright registration or patent applications filed, within [NUMBER] months after [HIS/HER] employment with the Company ends. Employee hereby assigns to the Company [HIS/HER] entire right, title and interest in such programs, inventions, improvements and discoveries, whether made individually or jointly, which relate to the subject matter of [HIS/HER] employment with the Company during the [NUMBER] month period immediately preceding the termination of [HIS/HER] employment.

1. **EXECUTION OF DOCUMENTS**

Both while employed by the Company and afterwards, Employee agrees to execute and aid in the preparation of any papers that the Company may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks or other proprietary rights at no charge to the Company, but at its expense.

If the Company is unable to secure [HIS/HER] signature on any document necessary to obtain or maintain any patent, copyright, trademark or other proprietary rights, whether due to [HIS/HER] mental or physical capacity or any other cause, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as [HIS/HER] agents and attorneys-in-fact to execute and file such documents and do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights and other proprietary rights with the same force and effect as if executed by Employee.

1. **PRIOR DEVELOPMENTS**

As a matter of record, Employee has identified all prior developments relevant to the subject matter of [HIS/HER] employment by the Company ("Prior Developments") that have been conceived or reduced to practice or learned by Employee, alone or jointly with others, before [HIS/HER] employment with the Company, which Employee desires to remove from the operation of this Agreement. The Prior Developments consist of:

[LIST ALL PRIOR DEVELOPMENTS OR "None."]

Employee represents and warrants that this list is complete. If there is no such list, Employee represents that [HE/SHE] has made no such Prior Developments at the time of signing this Agreement.

1. **CONFLICT OF INTEREST**

During [HIS/HER] employment by the Company, Employee will not engage in any business activity competitive with the Company's business activities. Nor will Employee engage in any other activities that conflict with the Company's best interests.

1. **POST-EMPLOYMENT NONCOMPETITION AGREEMENT**

Employee understand that during [HIS/HER] employment by the Company Employee may become familiar with confidential information of the Company. Therefore, it is possible that Employee could gravely harm the Company if Employee worked for a competitor. Accordingly, Employee agrees for [TIME PERIOD] following the end of [HIS/HER] employment with the Company not to compete, directly or indirectly, with the Company in any of its business if the duties of such competitive employment inherently require that Employee use or disclose any of the Company's confidential information. Competition includes the design, development, production, promotion or sale of products or services competitive with those of the Company. Employee agrees not to engage in, or contribute [HIS/HER] knowledge to, any work that is competitive with or functionally similar to a product, process, apparatus or service on which Employee worked while at the Company. The following post-employment noncompetition terms shall apply also:

1. **Diversion of Company Business:** For a period of [TIME PERIOD] months from the date [HIS/HER] employment ends, Employee will not divert or attempt to divert from the Company any business the Company enjoyed or solicited from its customers during the [NUMBER] months prior to the termination of [HIS/HER] employment.
2. **Geographic Restrictions:** Employee acknowledges and agrees that the products/services developed by the Company are, or are intended to be, distributed to customers nationally throughout [COUNTRY]. According, Employee agrees that these restrictions on [HIS/HER] post-employment competitive activity shall apply throughout the entire [COUNTRY].
3. **Written Consent:** Employee understand that Employee will be permitted to engage in the work or activity described in this Agreement if Employee provide the Company with clear and convincing written evidence, including assurances from [HIS/HER] new employer and me, that the contribution of [HIS/HER] knowledge to that work or activity will not cause Employee to disclose, base judgment upon or use any of the Company's confidential information. The Company will furnish Employee a written consent to that effect if Employee provide the required written evidence. Employee agree not to engage in such work or activity until Employee receive such written consent from the Company.
4. **Inability to Secure Employment:** If, solely as a result of this noncompetition agreement, Employee am unable to secure employment appropriate to [HIS/HER] abilities and training, despite [HIS/HER] diligent efforts to do so, the Company shall either: (1) release Employee from [HIS/HER] noncompetition obligations to the extent necessary to allow Employee to obtain such employment, or (2) pay Employee a periodic amount equal to [HIS/HER] monthly base pay at termination for the balance of the term of this noncompetition agreement.

If and while the Company elects to pay Employee the amounts described above, Employee promise to diligently pursue other employment opportunities consistent with [HIS/HER] general skills and interests. Employee understand that the Company's obligation to make or continue the payments specified above will end upon [HIS/HER] obtaining employment, and Employee will promptly give the Company written notice of such employment.

1. **NONINTERFERENCE WITH COMPANY EMPLOYEES**

While employed by the Company and for [TIME PERIOD] afterwards, Employee will not:

1. Induce, or attempt to induce, any Company employee to quit the Company's employ,
2. Recruit or hire away any Company employee, or
3. Hire or engage any Company employee or former employee whose employment with the Company ended less than one year before the date of such hiring or engagement.
4. **ENFORCEMENT**

Employee agree that in the event of a breach or threatened breach of this Agreement, money damages would be an inadequate remedy and extremely difficult to measure. Employee agree, therefore, that the Company shall be entitled to an injunction to restrain Employee from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing the Company from pursuing any remedy at law or in equity for any breach or threatened breach.

1. **SUCCESSORS**

The rights and obligations under this Agreement shall survive the termination of [HIS/HER] service to the Company in any capacity and shall inure to the benefit and shall be binding upon: (1) [HIS/HER] heirs and personal representatives, and (2) the successors and assigns of the Company.

1. **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the [State/Province] of [STATE/PROVINCE].

1. **SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable against both the Company and Employee.

1. **ENTIRE AGREEMENT**

This Agreement supersedes and replaces all former agreements or understandings, oral or written, between the Company and Employee, except for prior confidentiality agreements Employee has signed relating to information not covered by this Agreement.

1. **MODIFICATION**

This Agreement may not be modified except by a writing signed both by the Company and Employee.

1. **ASSIGNMENT**

This Agreement may be assigned by the Company. Employee may not assign or delegate [HIS/HER] duties under this Agreement without the Company's prior written approval.

1. **ACKNOWLEDGMENT**

Employee has carefully read and considered all provisions of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect the Company's interests. Employee acknowledges that [HE/SHE] has received a copy of this Agreement as signed by [HIM/HER].

IN WITNESS HEREOF, each party to this Agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated below.

EMPLOYEE COMPANY

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title