ORGANIZATION AGREEMENT

This Agreement is made and entered into as of April 10, 2024, by and between ABC Co. (hereinafter referred to as the "Organization") and [Manager's Name] (hereinafter referred to as the "Manager").

1. Position and Duties

- 1.1 **Position**. The Organization hereby appoints [Manager's Name] as Manager, effective from April 10, 2024.
- 1.2 **Duties**. The Manager shall perform such duties as are customarily performed by one holding such position in other similar businesses or enterprises as that engaged in by the Organization, and such other duties as may be assigned to the Manager from time to time by the Organization's Board of Directors (the "Board").

2. Term

The term of this Agreement shall commence on April 10, 2024, and shall continue for an indefinite period until terminated by either party in accordance with the provisions of Section 5 of this Agreement.

3. Compensation

- 3.1 **Base Salary**. The Organization shall pay the Manager a base salary at the rate of [Base Salary Amount] per annum, payable in accordance with the normal payroll practices of the Organization.
- 3.2 **Bonus**. The Manager shall be eligible to receive an annual performance bonus as determined by the Board in its sole discretion.

4. Benefits

- 4.1 **Insurance**. The Manager shall be entitled to participate in all employee insurance benefit plans adopted by the Organization.
- 4.2 **Vacation**. The Manager shall be entitled to [Number] weeks of paid vacation each year during the term of this Agreement, to be taken at such times as may be approved by the Board.

5. Termination

- 5.1 **Termination by the Organization**. The Organization may terminate this Agreement at any time with or without cause, by giving written notice to the Manager. In the event the Organization terminates this Agreement without cause, the Manager shall be entitled to receive [Severance Terms].
- 5.2 **Termination by the Manager**. The Manager may terminate this Agreement at any time by giving at least [Number] days written notice to the Organization. In the event the Manager terminates this Agreement, the Organization shall have no further obligations to the Manager except for the payment of any compensation earned and unpaid up to the date of termination.

6. Confidentiality

- 6.1 **Confidential Information**. The Manager acknowledges that during the course of employment with the Organization, the Manager will have access to and become acquainted with various trade secrets, proprietary information, and confidential information which are owned by the Organization and are regularly used in the operation of the Organization's business. The Manager shall not disclose any of the aforesaid confidential information, directly or indirectly, or use it in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of employment with the Organization.
- 6.2 **Return of Documents**. In the event of the termination of this Agreement for any reason, the Manager shall deliver to the Organization all property of the Organization which is in the Manager's possession or control, including but not limited to, keys, credit cards, documents, computers, and any other material or things furnished to the Manager by the Organization or prepared by the Manager in connection with the Manager's services hereunder.

7. Miscellaneous

7.1 **Assignment**. This Agreement shall not be assignable by either party without the prior written consent of the

other party.

7.2 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

7.3 **Entire Agreement**. This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof.

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

ABC Co.
By:
Name:
Title:
[Manager's Name]
By:
Name:
Title: Manager