

Employment Contract

This Employment Contract (hereinafter "Contract", "Agreement") is entered into on _____ (the "Effective Date"), by and between _____, with an address of _____ (hereinafter referred to as the "Employer") and _____, with an address of _____ (hereinafter referred to as the "Employee"), also individually referred to as "Party" and collectively "the Parties".

The Employee wants to provide the services desired by the Employer, whereas the Employer wants to pay the Employee for their performance, as per the terms and conditions described below.

I. Title and Duties

The Employee shall be employed to perform the work under the following title:

(Optional) The Employee shall have the following responsibilities, as part of this Contract:

- _____
- _____
- _____
- _____

II. Start Date and Location

The Employee shall begin working on _____ (hereinafter the "Commencement Date") for the employer, under the following terms:

- The Employee agrees that they will be working from _____ to _____ (e.g. Monday to Friday)
- The Employee will work on a part-time/full-time basis (underline the choice), between the following hours: _____ to _____ (the "Working Hours")

- The Employee agrees to work on average _____ per week
- A _____ lunch break is not included in the number of hours to be worked per week but must be taken on a daily basis, during the working hours.
- Unless a special situation arises, the Employee agrees that they will work remotely/at the following location: _____ (underline the correct), including/not including a mixed system.

III. Compensation

The Employer will pay the Employee a salary in accordance with the following terms:

- Salary: _____
- Payment schedule: _____
- The Employee's salary is subject to regular deductions, taxes and/or withholdings, which the Employer will withhold and pay, as required by law.
- Payments must be sent via the following transfer method: _____

IV. Probationary Period

The Contract is subject to the Probationary Period: within the first _____ calendar days, the Employer reserves the right to cancel this contract on any grounds, including but not limited to poor performance of the Employee.

Upon exercising the right to make use of the Probationary Period, up to half of the agreed monthly compensation can be paid. The amount that will be compensated to the Employee will be established by the Employer.

The lack of acting upon this right after the aforementioned number of days automatically waives the right and enforces the contract as described in the other paragraphs of this agreement.

V. Expenses and Reimbursement

The Employer hereby agrees to reimburse the Employee for all the expenses related to the Contract, which must be pre-approved in writing.

VI. Benefits

The Employer will offer the benefits, in accordance with the terms below. The Employer reserves the right to change the said benefits, at their discretion, but while notifying the Employee beforehand.

1. Insurance: _____
2. Holidays: _____
3. Vacation: _____
4. Wellness: _____
5. Retirement plan: _____
6. Paid time off: _____

VII. Termination

This Contract may be terminated in accordance with the following terms:

- The Contract may be terminated immediately, by either Party, if the other Party breaches any clause of this Contract.
- The Contract may be terminated at any given time, with written notice provided to the other Party _____ before terminating the Contract.

Upon terminating this Contract, the Employee shall return all the materials, assets, products, goods or otherwise any content provided by the Employer or third parties for the purposes of the work provided as part of this Contract. The aforementioned shall be returned no later than fourteen (14) days after the termination.

VIII. Confidentiality

Any materials, proprietary information, trade secrets, industry knowledge and other confidential information transferred from the Employer to the Employee must be kept confidential by the Employee unless disclosure is required by a process of the law.

Divulging any of this information for any purpose beyond the scope of this Contract, or beyond the exceptions set forth above, is forbidden without the prior consent of the Employer, even after the termination of the Contract.

The Employee consents to not using any of this proprietary information for their own benefit at any time.

IX. Intellectual Property

The Employee understands and agrees that any intellectual property provided to them by the Employer will remain the sole property of the Employer.

Intellectual Property may include but is not limited to: trademarks, service marks, service marks registrations, service names, patents, patent rights, copyrights, trade names, licensees, governmental authorizations, approvals, trade secrets, algorithms, inventions, codes, processes, software, ideas, concepts, developments, mockups, blueprints, formulas, processes.

X. Exclusivity

Both Parties agree that the Employer is not bound by any exclusivity and is entitled to enter into other similar agreements, for the purpose of engaging in other employment agreements.

The Employee is not entitled to enter into a similar agreement as long as this Contract is not terminated.

XI. Conflict of Interest

During the term of the Employee's active Agreement with the Employer, it is understood and agreed that any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate or investments in stocks and bonds traded on public stock exchanges) coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.

During the term of the Employee's active Agreement with the Employer, the Employee will not, directly or indirectly, participate in any other business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer.

XII. Limitation of Liability

Neither of the parties will be liable for any indirect, consequential, punitive or special damages (including lost profits) that come out of this Contract or the transactions it entails (whether for breach of contract, tort, negligence, or any other form of action).

XIII. Waiver

The failure by either of the Parties to exercise their rights, power and/or privileges under the terms of this Agreement will not be considered as a waiver of any subsequent/future/other exercises of that right, power and/or privileges.

XIV. Legal Fees

In the case in which legal action takes place, the successful Party will be entitled to its legal fees, including but not limited to its attorneys' fees.

XV. Dispute Resolution

In the case in which there is a dispute arising out of this Contract, that cannot be resolved by both parties via a mutual agreement, the Parties agree to engage in mediation.

XVI. Severability

In an event where any provision of the Contract has been found to be void and/or unenforceable by a court of competent jurisdiction, the remaining provisions will remain enforceable according to the Parties' information.

XVII. Legal and Binding Agreement

The Contract is a legally binding agreement between both Parties, as stated above. The Parties each represent that they have the authority to enter into this Contract.

XVIII. Governing Law and Jurisdiction

The Parties agree that this Contract shall be governed and construed in accordance with the laws of _____.

XIX. Entire Agreement

This Contract contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof. This Contract supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. In the event that the Parties desire to change, add, or modify any of the terms agreed upon in this Contract, they shall do so in writing to be signed by both parties.

The Parties hereby agree to the terms and conditions set forth above in this Contract by their signatures, as follows:

EMPLOYER

Signature: _____

Name: _____

Date: _____

EMPLOYEE

Signature: _____

Name: _____

Date: _____