

EMPLOYMENT AGREEMENT

This AGREEMENT made and entered into by and between _____,
having a corporate address of _____
(EMPLOYER), and _____, having an address of _____
_____ (EMPLOYEE).

WHEREAS, EMPLOYER wishes to employ the services of EMPLOYEE and EMPLOYEE wishes to be employed by EMPLOYER; and

NOW, THEREFORE in consideration of the mutual promises and covenants herein contained, the parties agree to the Articles as follows:

1. **SCOPE OF WORK:** EMPLOYER does hereby retain and engage EMPLOYEE to provide the following services _____
_____.

2. **WORK HOURS / LOCATION:** EMPLOYEE shall perform the work for EMPLOYER between the hours of _____, and initially at the following work location(s):

_____.

3. **COMPENSATION:** EMPLOYEE will receive the following compensation and/or benefits in exchange for the work performed for EMPLOYER:

_____.

4. **PERIOD OF PERFORMANCE:** Either party may terminate the employment arrangement upon notice to the other. The duties of confidentiality shall remain in effect after termination.

5. **OWNERSHIP OF WORK PRODUCT/INTELLECTUAL PROPERTY:** All materials developed by EMPLOYEE and all materials prepared for and delivered to EMPLOYER by EMPLOYEE while employed by EMPLOYER shall belong exclusively to EMPLOYER and EMPLOYER shall be the sole owner of all copyrights, patents, inventions, discoveries and trade secrets in the same, including the right to change, edit, and distribute same. Furthermore, any ideas, inventions, discoveries, copyrightable materials, or other intellectual property made or

conceived by EMPLOYEE while employed by EMPLOYER that are related to the work performed by the EMPLOYEE for EMPLOYER or that are related to the business of the EMPLOYER shall be owned by the EMPLOYER (whether or not conceived while at the office). EMPLOYEE has a duty to bring such ideas, inventions, and discoveries to the attention of the EMPLOYER so that proper protection can be obtained as desired. EMPLOYEE shall sign any documents requested by EMPLOYER to perfect EMPLOYER's interests in any intellectual property as required. Nothing in this provision is intended to limit EMPLOYEE's rights in any intellectual property that EMPLOYEE may create or conceive that is unrelated to the business of the EMPLOYER.

6. CONFIDENTIAL INFORMATION: EMPLOYER agrees to make available to EMPLOYEE such information as is necessary for the fulfillment of the AGREEMENT. It is understood that such CONFIDENTIAL INFORMATION may include materials considered by EMPLOYER, or as a matter of law, confidential. **EMPLOYEE agrees to accept and hold CONFIDENTIAL INFORMATION obtained from EMPLOYER in confidence at all times during and after the termination of this AGREEMENT.** EMPLOYEE shall not use nor disclose such information, except as provided in this AGREEMENT or as required by law.

7. RETURN OF COMPANY EQUIPMENT: At any point in time that the employment ends between EMPLOYER and EMPLOYEE, EMPLOYEE shall promptly return all company equipment that has been provided to EMPLOYEE for the performance of EMPLOYEE's job, including but not limited to the items being provided pursuant to the above employment offer.

8. JURISDICTION AND DISPUTES

A. This Agreement shall be governed by the laws of the State of _____.

B. All disputes hereunder shall be resolved in the applicable state or federal courts of the State of _____. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

9. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

10. WAIVER

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

11. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

12. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, both Employer and Employee have hereunto executed this AGREEMENT as of the date indicated below.

Company

Company: _____

By: _____

Title: _____

Date: _____

Employee

Printed Name: _____

Date: _____