

EMPLOYMENT CONTRACT

BE IT KNOWN, that this AGREEMENT is entered into onbetween , (hereafter referred to as the "Employer"), located at , , and (hereafter referred to as the "Employee") residing at , , .

IN WITNESS THEREOF, the above parties wish to enter into this Agreement and express the need to define and set forth within this instrument the terms and conditions of employment of the above named employee by .

THEREFORE, in consideration of the mutual covenants and agreed upon stipulations set forth below, it is hereby solemnly agreed upon and thus legally binding by the Employer and the Employee as follows:

EMPLOYMENT

, a company, operating at , , , does hereby employ in the position of , and the Employee does hereby agree to serve in such capacity, beginning and ending at such date and time the Employee's employment may be terminated in accordance with below listed Termination of Agreement clause.

PERFORMANCE OF DUTIES

, the Employee, hereby agrees that throughout his/her period of employment s/he shall devote his/her full attention and time, during working hours, to the performance of his/her duties and business affairs of the Employer, in addition to performing said duties faithfully and efficiently as directed by the CEO or Supervisor of the Employer. It is not the intention of the Employer to assign duties and responsibilities which are not typically within the scope and characteristics associated with this position, or of which may not be required of other employees of similar rank and position. However, the Employer reserves the right to increase and/or revise the Employee's role and responsibilities, whether through reorganization of his/her position or promotion. Any change in the Employee's pay scale, due to the change of responsibilities and/or promotion, will be at the sole discretion of the Employer.

COMPENSATION & BENEFITS

In accordance with the following terms and conditions of this Agreement, and throughout the Employee's period of employment, compensation for his/her services will be as follows: Employee will receive salary of \$ with evaluations and/or rate increases as deemed appropriate and said amount to be determined by the Supervisor of the Employee.

Paychecks will be issued as follows:

Employee will be entitled to other similar benefits of employees of similar rank and position.

CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE

Within or after the Employment Period, the Employee shall at no time divulge, release, or remove for his/her use or that of any other individual or company any documentation, information, or knowledge pertaining to the operation or business of the Employer or any of its subsidiaries or affiliates, obtained or made available to him/her during the course of his/her employment with the Employer, subsidiaries or affiliates. Furthermore, the Employer and Employee agree as follows:

- Confidential information excludes that which is public knowledge.
- Employee shall not copy or modify any Confidential Information without prior written consent of the Employer.
- Employee shall, upon termination of employment (whether voluntary or involuntarily), immediately return to the Employer any and all written documents and/or materials of a confidential nature.

Unauthorized Disclosure

Should the Employee, during or after termination of employment, disclose or threaten to disclose any information of a confidential nature, the Employee shall be deemed in violation of this Agreement, and the Employer at that time shall be entitled to obtain an injunction to restrain the Employee from disclosing or further disclosing, in whole or in part, Confidential Information. The Employer shall also be entitled to pursue other legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of any unauthorized disclosure made by the Employee during or after termination of employment.

REMEDIES

Should the Employee, at any time, violate any of the covenants or agreements set forth in "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," the Employer reserves the right to immediately terminate employment of Employee, and terminate all its obligations to make any further payments under this Agreement. The Employee acknowledges that the Employer could incur permanent and irreversible damage and injury through a violation of the provisions within "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," and as such agrees that the Employer shall be entitled to any legal remedy or injunction, as may be deemed appropriate by Employer or Court of Law, from any actual or threatened breach of this Agreement.

AMENDMENT OF AGREEMENT

Any Amendment of this Agreement must be mutually agreed upon in writing by both parties (the

Employer and Employee). Furthermore, any amendment must also contain a start date for the amendment to the original Employment Contract.

TERMINATION OF AGREEMENT

The Employment Period shall be terminated at the time when any of the following may occur:

- Date of "at-will" termination by either Employee or Employer;
- Upon the Employee's death;
- Cause shall include, but is not limited to Employee's gross misconduct, material damage to the Employer, Employee's willful breach of this Agreement, or the Employee's death occurs; .

NOTICES

Any notice required or allowable, made in accordance with this Agreement, must be made in writing and sent by registered mail to the Employee at his/her home address or to the Employer at its principal headquarters, whichever the case may be.

NON-ASSIGNMENT

Any interests pertaining to the Employee under the Agreement are not subject to any claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

OWNERSHIP OF INTELLECTUAL PROPERTY

Throughout the Employee's term of employment with the Employer, whether during the fulfillment of his/her normal duties and responsibilities or others which may be specifically assigned to the Employee, either on his/her own or in connection with another individual, the Employee develops or creates any such intellectual property, including but not limited to any work where a copyright exists or may exist, the Employee shall immediately notify the Employer. In addition, the Employee acknowledges and agrees that any and all such intellectual property, copyright and other intellectual property rights shall be deemed the ownership of the Employer.

The Employee hereby waives unconditionally and irrevocably any and all moral or any such rights of a similar nature with respect to any work where a copyright exists, may exist or later exists, in which the copyright is created by the Employee during employment in each jurisdiction worldwide, and that such rights may be waived for each respective jurisdiction. The waiver hereby extends to any and all respective acts of the Employer, its successors, assigns, licensees and any acts of third party individuals with the authority of the Employer, its successors and/or assigns.

SUCCESSORS

The contents of this Agreement shall be legally binding upon the Employer, and its successors or assigns by any individual or company acquiring, whether by sale or merger or otherwise, all or substantially all of the Employer's assets and business.

ENTIRE AGREEMENT

This Agreement contains the complete and entire agreement of both the Employer and Employee, and there are no other promises or conditions, oral or written, outside of what is contained herein this Agreement. This Agreement supersedes any prior written or oral agreements between both parties.

SEVERABILITY

Should any provision contained within this Agreement be deemed invalid or unenforceable, in part or in whole, such invalidity or unenforceability will attach only to that particular provision or part of this Agreement while the remaining aspects of said provision and all other provisions of this Agreement shall remain in full force and effect.

APPLICABLE LAW

The provisions of the Agreement shall be interpreted in accordance with the current laws of the state of .

COPY OF AGREEMENT

The Employee acknowledges receipt of a copy of this Agreement signed by both the Employee and the Employer.

IN WITNESS WHEREOF, the Employee has hereunto set his/her hand, and the Employer has caused this instrument to be executed in its name and on its behalf, as of .

(Employee Signature)

(Employee Name)

(Employer/Duly Authorized Representative Signature)

(Employer/Duly Authorized Representative Name)

(Employer/Duly Authorized Representative Title)