

EMPLOYMENT AGREEMENT

State of Delaware

PARTIES

This Employment Agreement ("Agreement") is entered into as of by and between:

Employer: , a , with its principal place of business at ("Employer")

Employee: , residing at ("Employee")

RECITALS

WHEREAS, Employer desires to employ Employee, and Employee desires to be employed by Employer, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. POSITION AND DUTIES

Employer agrees to employ Employee in the position of .

Employee's duties shall include:

Employee shall report to . Employee agrees to devote their full professional time, attention, and best efforts to the performance of their duties.

2. COMPENSATION

Employer shall pay Employee:

Base Salary: \$ per year, payable

Bonus:

Employee's compensation shall be subject to all applicable tax withholdings and deductions.

3. BENEFITS

Employee shall be entitled to participate in Employer's benefit programs, including:

- a) Health Insurance:
- b) Retirement Plan:
- c) Paid Time Off: days per year
- d) Sick Leave: days per year
- e) Other Benefits:

Benefits are subject to the terms of the applicable plan documents.

4. TERM AND TERMINATION

Employment shall begin on and continue until terminated by either Party.

Either Party may terminate this Agreement:

- a) With Cause: Immediately upon written notice
- b) Without Cause: Upon written notice

"Cause" includes, but is not limited to: material breach, gross misconduct, conviction of a felony, or failure to perform duties.

5. CONFIDENTIALITY

Employee agrees to maintain the confidentiality of all proprietary information, trade secrets, and confidential business information of Employer, both during and after employment.

6. NON-COMPETE

For a period of following termination, Employee agrees not to:

- a) Engage in any business that competes with Employer within
- b) Solicit any of Employer's clients or customers
- c) Solicit or hire any of Employer's employees

7. INTELLECTUAL PROPERTY

All inventions, developments, and work product created by Employee during employment and related to Employer's business shall be the sole property of Employer.

8. GOVERNING LAW

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

SIGNATURES & EXECUTION

The Parties have executed this Agreement as of the date first written above.

PARTY A

Signature

Printed Name

Title

Date

PARTY B

Signature

Printed Name

Title

Date