

# EMPLOYMENT AGREEMENT

State of South Dakota

## 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