

# EMPLOYMENT CONTRACT AGREEMENT

This **Employment Contract Agreement (“Agreement”)** dated on \_\_\_\_\_ (the **“Effective Date”**) is made and entered into between \_\_\_\_\_, a \_\_\_\_\_ corporation with its principal place of business at \_\_\_\_\_ hereinafter referred to as (**“Employer”**), and \_\_\_\_\_, residing at \_\_\_\_\_ located in the State of \_\_\_\_\_ hereinafter referred to as (**“Employee”**)

(collectively referred to as the **“Parties”**)

## 1. EMPLOYMENT

Employer agrees to employ Employee, and Employee agrees to work for Employer, subject to the terms and conditions of this Agreement.

**Term.** (select one)

- At will:** Employee's employment will follow an **“at-will”** arrangement, allowing either party to terminate the employment at any point, with or without cause, following the conditions outlined in this Agreement.
- Fixed Term:** Employee's employment has a fixed term of \_\_\_\_\_, starting on \_\_\_\_\_ and concluding on \_\_\_\_\_.

At the end of said time-period, both parties will no longer have any obligation to one another.

## 2. TERMINATION

**Termination for “at-will”** (select one)

- Termination by Employee:** The Employee shall have the right to conclude this Agreement by furnishing a notice of not less than \_\_\_\_\_ days.

Should the Employee choose to terminate, they shall receive severance equivalent to their prevailing remuneration for a period of \_\_\_\_\_

- Termination by Employer:** The Employer shall have the right to conclude this Agreement by submitting a notice of not less than \_\_\_\_\_ days. In the event of termination by the Employer, the Employee shall be entitled to severance equal to their current compensation at the time of termination, for a period of \_\_\_\_\_.

**Termination for fixed term:** (select one)

- Termination only by cause:** In the event of an agreed-upon term for employment, neither party shall possess the authority to terminate this Agreement, except for cause.
- Termination by written notice:** In the event of an agreed-upon term for employment, either party reserves the option to terminate this Agreement, provided that written notice of not fewer than \_\_\_\_\_ days is delivered to the other party.

### 3. POSITION AND DUTIES

Employee shall be employed in the position of \_\_\_\_\_ and shall perform the following duties and responsibilities as are assigned by Employer

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Employee shall comply with all reasonable rules, policies, and procedures established by Employer and the Company. In addition, the Employee agrees to abide by all local, county, State, and Federal laws while employed by the Employer. Also the Employer and Employee hold the authority to collaboratively modify the scope of Employee's responsibilities and job designation from time to time..

The Employment shall be expected to perform these duties: (select one)

- Part time at \_\_\_\_\_ hours per week
- Full time at \_\_\_\_\_ hours per week

**Place of Employment. (select one)**

- The execution of Employee's obligations outlined in this Agreement shall take place at the designated location \_\_\_\_\_
- The execution of Employee's obligations outlined in this Agreement shall take place remotely and not in a physical location

**4. BASE COMPENSATION (select one)**

- The Employer agrees to pay Employee a base salary of \$ \_\_\_\_\_ annually
- The Employer agrees to pay Employee the rate of \$ \_\_\_\_\_ per hour
- The Employer agrees to pay Employee the rate of \$ \_\_\_\_\_ per month
- Other: The Employer agrees to pay Employee \$ \_\_\_\_\_

in accordance with Employer's regular payroll procedures. Employee's salary shall be subject to all applicable withholding taxes and other deductions as required by law.

**Other Compensation. (select one)**

Employee shall receive other compensation as follows:

- Commission Structure.** Beyond the previously stipulated Compensation, the Employee shall be eligible for commissions disbursed on a \_\_\_\_\_ basis, with calculation as follows:  
\_\_\_\_\_

- Bonus Arrangement.** The Employee is eligible for Bonuses granted on a \_\_\_\_\_ schedule, with calculation as follows:  
\_\_\_\_\_
- Employee is **NOT** eligible to additional compensation

## 5. BUSINESS EXPENSES REIMBURSEMENT.

Subject to the approval of the Company, the Employer shall promptly reimburse Employee for all reasonable business expenses incurred by Employee in performing Employee's duties and obligations under this Agreement, but only if Employee properly accounts for expenses in accordance with the Company's policies.

## 6. BENEFITS

Employee shall be eligible to participate in such employee benefit plans [ List applicable employee benefits] as may be established by Employer from time to time for its employees, subject to the terms and conditions of such plans.

## 7. OWNERSHIP STAKE. (select one)

- This Agreement shall include partial ownership within the scope of the Employer's business activities. If such ownership option is extended, specific particulars shall be outlined in an attached Exhibit.
- This Agreement shall not include partial ownership within the scope of the Employer's business activities.

## 8. LEAVE ENTITLEMENT. (select one)

- After Probationary period:** Following the successful completion of the Probationary Period, the Employee shall be entitled to \_\_\_\_\_ days of annual leave, a consensus of benefit between the Employer and the Employee. Prior to planning their leave, the Employee is required to adhere to the notification procedure as stipulated in Company policy.

- Without Probationary period:** The Employee shall be entitled to \_\_\_\_\_ days of annual leave, a consensus of benefit between the Employer and the Employee. Prior to planning their leave, the Employee is required to adhere to the notification procedure as stipulated in Company policy.

Any accrued Unused Leave may be: (select one)

- Converted to monetary compensation at year-end, at a rate of \${{rate\_unused\_leave}} per day.
- Carried forward, allowing up to {{days\_unused\_leave}} days to be carried over to the subsequent year.
- Forfeited upon the conclusion of the year.
- Other: \_\_\_\_\_

**Personal Leave:** The Employee shall (select one)

- Be** entitled to \_\_\_\_\_ days of personal leave
- Not** be entitled to personal leave

## 9. NATIONAL/FEDERAL HOLIDAYS.

The Employee is eligible for \_\_\_\_\_ national holidays annually, with the possibility of modification by the Employer as needed. In the event that the Employee wishes to request time off for a National Holiday, the Employer will evaluate the feasibility and may allocate it from either the Employee's Personal Leave or Vacation Time. The designation of National Holidays is at the discretion of the Employer and may vary each year.

## 10. CONFIDENTIALITY

Employee agrees to maintain in strict confidence all confidential information belonging to Employer, including but not limited to trade secrets, customer lists, financial information, and business plans, and shall not use or disclose such information except as required in the performance of Employee's duties for Employer. The Employee recognizes that unauthorized disclosure of Confidential Information may result in legal

action by the Employer, seeking remedies within the bounds of the law, including claims for losses and damages. If Confidential Information is shared with a third party, the Employer reserves the right to seek full reimbursement for legal and attorney's fees.

Post Termination. The Employee shall abide by Section XII of this Agreement for \_\_\_\_\_ months ("**Confidentiality Term**") after leaving the Employer. If local, state, or federal regulations impose shorter limits, the Confidentiality Term will be adjusted accordingly.

### 11. Non-Compete Obligations: (select one)

- Non Compete shall apply:** Throughout the employment period, the Employee acknowledges their exposure to proprietary knowledge, encompassing trade secrets, potentially relevant to competitors of the employer. To safeguard the Employer's fiduciary concerns, the Employee hereby consents to being: (tick as applicable)

Prohibited from involvement in the listed industry(ies): \_\_\_\_\_

Prohibited from engagement with the mentioned employer(s);  
\_\_\_\_\_

Prohibited from participating in the identical industry(ies) as the Employer within the designated geographical area(s): \_\_\_\_\_

This Non-Compete provision will be applicable for \_\_\_\_\_ starting from the Employee's termination date.

This clause pertains to the Employee's involvement, whether direct or indirect, in any competing industry. This encompasses, but is not limited to:

- a.) Establishing communication with related business proprietors, partners, members, officers, or agents;
- b.) Pursuing employment or consultancy within any related business;
- c.) Engaging in self-employment within a related business;

d.) Soliciting any customer, client, affiliate, vendor, or any other association of the Employer.

**Non- Compete Agreement shall NOT apply to this Agreement**

**12. PROBATIONARY PERIOD** (select one)

- Probation Period shall apply:** The first \_\_\_\_\_ days of employment shall be considered a probationary period. During this period, either party may terminate this Agreement without cause
- The Probationary Period shall not apply**

**13. INTELLECTUAL PROPERTY**

Employee agrees that all intellectual property created by Employee during the term of this Agreement, including but not limited to inventions, discoveries, designs, and copyrights, shall be the sole and exclusive property of Employer. Employee agrees to execute any documents necessary to transfer ownership of such intellectual property to Employer.

**14. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.

**15. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the state of \_\_\_\_\_, without giving effect to its conflict of laws provisions. Any dispute arising under or in connection with this Agreement shall be resolved exclusively by the state or federal courts located in \_\_\_\_\_, and the Parties hereby consent to the jurisdiction of such courts.

## 16. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered in person, sent by certified or registered mail, return receipt requested, or sent by email with confirmation of receipt.

## 17. AMENDMENTS

This Agreement may not be amended or modified except in writing signed by both parties.

## 18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

### SIGNATURES

Signature of employee: \_\_\_\_\_ Date \_\_\_\_\_

Name in Print: \_\_\_\_\_

Signature of Employer: \_\_\_\_\_ Date \_\_\_\_\_

Name of Company Representative: \_\_\_\_\_

Title: \_\_\_\_\_