

Employment Agreement

This employment agreement is entered into by and between _____
_____ (the "Employer") and _____
_____ (the "Employee"), who agree as follows:

1. The Employer has hired the Employee to fill the following position:

See attached description.

2. Term. The term of Employee's employment shall begin _____.
Employment pursuant to this agreement shall be "at will" and may be ended by the
Employee or by the Employer at any time and for any reason. This is an agreement for
employment that is:

permanent, but "at will."

temporary, but "at will", _____
_____.

3. Probation. It is understood that the first _____ days of employment shall be
probationary only and that if the Employee's services are not satisfactory to the
Employer, employment shall be terminated at the end of this probationary period.

4. Compensation and Benefits. The Employee's compensation and benefits during the term
of this agreement shall be as stated in this paragraph, and may be adjusted from time to time by the
Employer. Initially, the Employer shall pay the Employee:

a salary in the amount of _____, payable
_____.

an hourly wage of \$ _____, payable _____.

a commission of _____% of _____.

In addition to such commission, the Employee shall receive _____
_____.

the following benefits: _____
_____.

other:

5. Work Hours. The hours and schedule worked by the Employee may be adjusted from time to time by the Employer. Initially, the Employee shall work the following hours each week:

6. Additional Terms. The Employee also agrees to the terms of the attached:

- No other agreements are attached
- Confidentiality Agreement
- Agreement on Patents and Inventions
- Indemnification Agreement
- Other: _____

6. This agreement shall be governed by the laws of _____.

7. It is the Employer's intention to comply with all federal, state and local laws, which apply to the business, including but not limited to labor, equal opportunity, privacy and sexual harassment laws. The Employee shall promptly report to the Employer any violations encountered in the business. The Employee shall at all time comply with any and all federal, state and local laws.

8. The Employee shall not have the power to make any contracts or commitments on behalf of the Employer without the express written consent of the Employer.

10. In the event one party fails to insist upon performance of a part of this agreement, such failure shall not be construed as waiving those terms, and this entire agreement shall remain in full force.

11. In the event a dispute of any nature arises between the parties to this agreement, the parties agree to submit the dispute to binding arbitration under the rules of the American Arbitration Association. An award rendered by the arbitrator(s) shall be final and binding upon the parties and judgment on such award may be entered by either party in the highest court having jurisdiction. Each party specifically waives his or her right to bring the dispute before a court of law and stipulates that this agreement shall be a complete defense to any action instituted in any local, state or federal court or before any administrative tribunal.

12. If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

13. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

14. This is instrument, including any attached agreements specified in paragraph 6 above, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

Employer:

Employee:

Title

