

## EMPLOYMENT AGREEMENT

Agreement made between \_\_\_\_\_ (name of employer) of \_\_\_\_\_ (address), City of \_\_\_\_\_, County of \_\_\_\_\_, State of Illinois, herein referred to as employer, and \_\_\_\_\_ (name of employee) of \_\_\_\_\_ (address), City of \_\_\_\_\_, County of \_\_\_\_\_, State of Illinois, herein referred to as employee.

### RECITALS

1. Employer is engaged in the business of \_\_\_\_\_ and maintains a branch office at \_\_\_\_\_ (address), City of \_\_\_\_\_, County of \_\_\_\_\_, State of Illinois.
2. Employee has been engaged and has had a great deal of experience in the above-designated business.
3. Employee is willing to be employed by employer, and employer is willing to employ employee, on the terms, covenants, and conditions hereinafter set forth.

For the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, employer and employee agree as follows:

### SECTION ONE

#### EMPLOYMENT

Employer hereby employs, engages, and hires employee as a \_\_\_\_\_ (designate position) to \_\_\_\_\_ (designate duties), and employee hereby accepts and agrees to such hiring, engagement, and employment, subject to the general supervision and pursuant to the orders, advice, and direction of employer. Employee shall perform such other duties as are customarily performed by one holding such position in other, same or similar business or enterprises as that engaged in by employer, and shall also additionally render such other and unrelated services and duties as may be assigned to him from time to time by employer.

### SECTION TWO

#### BEST EFFORTS OF EMPLOYEE

Employee agrees that he will at all times faithfully, industrially, and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of employer. Such duties shall be rendered at \_\_\_\_\_ (address), City of \_\_\_\_\_, State of Illinois, and at such other place or places as employer shall, in good faith, require or as the interest, needs, business or opportunity to employer shall require.

**SECTION THREE**

**TERM OF EMPLOYMENT (OPTIONAL)**

The term of this agreement shall be a period of \_\_\_\_\_ years, commencing on \_\_\_\_\_, 19\_\_\_\_, and terminating on \_\_\_\_\_, 19\_\_\_\_, subject, however, to prior termination as hereinafter provided. At the expiration date of \_\_\_\_\_, 19\_\_\_\_, this agreement shall be considered renewed for regular periods of one year, provided neither party submits a notice of termination.

The term of this agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. The employer's employment of employee is at will, and employment may be terminated by either party at any time for any reason. Termination does not void sections 7, 8, 9 and 10.

**SECTION FOUR**

**COMPENSATION OF EMPLOYEE**

Employer shall pay employee, and employee shall accept from employer, in full payment for employee's services hereunder, compensation at the rate of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per \_\_\_\_\_ (annum), payable twice a month on the \_\_\_\_\_ (ordinal number) and \_\_\_\_\_ (ordinal number) days of each month while this agreement shall be in force.

Employer shall reimburse employee for all necessary expenses incurred by employee while traveling pursuant to employer's directions.

**SECTION FIVE**

**TERMINATION DUE TO DISCONTINUANCE OF BUSINESS**

Anything herein contained to the contrary, notwithstanding the event that employer shall discontinue operating its business at \_\_\_\_\_ (address), City of \_\_\_\_\_, State of Illinois, then this agreement shall terminate as of the last day of the month on which employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the termination date hereof.

**SECTION SIX**

**OTHER EMPLOYMENT**

Employee shall devote all of his time, attention, knowledge, and skills solely to the business and interest of employer, and employer shall be entitled to all of the benefits, profits or other issues arising from or incident to all work, services, and advice of employee. Employee shall not, during the term hereof, be interested directly or

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indirectly, in any manner, as partner, officer, director, stockholder, advisor, employee or, in any other capacity, in any other business similar to employer's business or any allied trade. However, nothing herein contained shall be deemed to prevent or limit the right of employee to invest any of his surplus funds in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange. Nor shall anything herein contained be deemed to prevent employee from investing or limit employee's right to invest his surplus funds in real estate.

**SECTION SEVEN**

**INVENTIONS AND PATENTS**

Corporation shall be entitled to the sole benefit and exclusive ownership of any inventions or improvements in plant, machinery, processes or other things used in the business of corporation that may be made or discovered by employee while he is in the service of corporation, and all patents for the same, and employee shall do all acts necessary or required by corporation to give effect to this section.

**SECTION EIGHT**

**TRADE SECRETS**

Employee shall not, at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any information concerning any matters affecting or relating to the business or employer including, without limiting the generality of the foregoing, any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or has sold, its products, or any other information concerning the business of employer, its manner of operation, its plans, processes or other data without regard to whether all of the foregoing matters will be deemed confidential, material, or important, the parties hereto stipulating that as between them, the same are important, material, and confidential and gravely affect the effective and successful conduct of the business of employer, and employer's good will, and that any breach of the terms of this paragraph shall be a material breach of this agreement.

**SECTION NINE**

**TRADE SECRETS AFTER TERMINATION OF EMPLOYMENT**

All the terms of Section Eight shall remain in full force and effect for the period of \_\_\_\_\_ years after the termination of employee's employment for any reason, and during such \_\_\_\_\_ year period, employee shall not make or permit the making of any public announcement or statement of any kind that he was formally employed by or connected with employer.

**SECTION TEN**

**ADDITIONAL COMPENSATION**

Employee shall not be entitled to any additional compensation by reason of any service which he may perform as the member of any managing committee of employer or in the event that he shall at any time be elected an officer or director of employer.

**SECTION ELEVEN**

**EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER**

Notwithstanding anything herein contained to the contrary, employee shall not have the right to make any contracts or commitments for or on behalf of employer without first obtaining the written consent of employer.

**SECTION TWELVE**

**AGREEMENTS OUTSIDE OF CONTRACT**

This contract contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date, stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein and each of the parties hereto acknowledges that he has relied on his own judgment in entering into this agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with this or any dealings with the other party.

**SECTION THIRTEEN**

**MODIFICATION OF CONTRACT**

No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceedings, arbitration or litigation between the parties hereto arising out of or affecting this agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

**SECTION FOURTEEN**

**NON-COMPETITION**

Employee agrees that during the term of this agreement or for five years immediately following the termination of this agreement, regardless of whether employer or employee initiates the termination hereof, the employee, for himself or on behalf of any other person, firm, partnership, or corporation, will not sell, solicit or, in any way, do business on a direct or indirect basis with any of the product lines or customers of the employer in the cities or towns in which employer does business, nor will directly or indirectly for himself or on behalf of another person, firm, partnership, or corporation solicit or attempt to solicit the business or patronage of any firm, corporation, or partnership who are customers of the employer within a \_\_\_\_\_ mile radius of the cities and towns in which the employer does business. This restriction applies to product lines and use of employer's customer information which the employee has had available to him.

**SECTION FIFTEEN**

**BREACH**

In the event of a breach of the terms and/or provisions 8, 9, or 14, employer shall be entitled to liquidated damages in the amount of \$\_\_\_\_\_. In the event of a breach or threatened breach of the terms and/or provisions of sections 8, 9, or 14, employer shall be entitled to an injunction restraining such breach, but nothing herein contained shall be construed as prohibiting employer from pursuing any other remedy available to it for such breach or threatened breach. In the event of breach, the employer shall be entitled to recover court costs and reasonable attorney fees. Employee acknowledges and agrees that adherence to terms and conditions of this agreement does not preclude the employee from earning a livelihood. Its purpose is to protect employer's legitimate, protectable interests and confidential business information, trade secrets, trademark, patents, copyrights, customers and accounts.

**SECTION SIXTEEN**

**SEVERABILITY**

All agreements and covenants contained herein are severable, and in the event any of them, with the exception of those contained in Sections One and Four hereof, shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

**SECTION SEVENTEEN**

**CHOICE OF LAW**

It is the intention of the parties hereto that this agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance

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with and under and pursuant to the laws of the State of Illinois and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Illinois shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Dated at \_\_\_\_\_ (address), \_\_\_\_\_ (city), Illinois on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.


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WITNESS

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WITNESS

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