**EMPLOYMENT AGREEMENT – AT WILL EMPLOYEE**

This Employment Agreement for “At-Will” Employee (the "Agreement") is made and effective this [DATE],

**BETWEEN: [EMPLOYEE NAME]** (the "Employee"), an individual with his main address at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Company"), an entity organised and existing under the laws of [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**RECITALS**

In consideration of the covenants and agreements herein contained and the monies to be paid hereunder, the Company hereby employs the Employee and the Employee hereby agrees to perform services as an employee of the Company, on an “at-will” basis, upon the following terms and conditions:

1. **APPOINTMENT**

The Employee is hereby employed by the Company to render such services and to perform such tasks as may be assigned by the Company. The Company may, in its sole discretion, increase or reduce the duties, or modify the title and job description, of the Employee from time to time, and any such increase, reduction or modification shall not be deemed a termination of this Agreement.

1. **ACCEPTANCE OF EMPLOYMENT**

Employee accepts employment with the Company upon the terms set forth above and agrees to devote all Employee’s time, energy and ability to the interests of the Company, and to perform Employee’s duties in an efficient, trustworthy and businesslike manner.

1. **DEVOTION OF TIME TO EMPLOYMENT**

The Employee shall devote the Employee's best efforts and substantially all of the Employee's working time to performing the duties on behalf of the Company. The Employee shall provide services during the hours that are scheduled by the Company management. The Employee shall be prompt *in re*porting to work at the assigned time.

1. **NO CONFLICT OF INTEREST**

Employee shall not engage in any other business while employed by the Company. Employee shall not engage in any activity that conflicts with the Employees duties to the Company. Employee shall not provide any service or lend any aid or assistance to any party that competes with the services offered by the Company. Employee shall not provide any services to clients or prospective clients of the Company outside of the provision of services for the Company, whether such services are provided with or without compensation or remuneration.

1. **COMPANY PROPERTY**

Employee acknowledges and agrees that while employed by the Company the Employee may be provided with use of computer equipment and other property of the Company. The use and possession of the such items shall be subject to any policies, requirements or restrictions established by the Company. Such items may only be used in performance of the Employee’s duties for the Company. On request of the Company, the Employee shall immediately deliver any such items to the Company. Upon termination of employment, Employee shall have the affirmative duty to return any such item to the Company whether a request is made or not. The obligation to return Company property shall extend and include any and all work product, client property, proprietary rights, intangible property, and all other property of the Company regardless of the form or medium.

1. **COMPENSATION**

The Company shall pay the Employee such hourly compensation as determined by the Company. Payment shall be at the same time as the Company’s usual payroll to other employees.

1. **BONUS & BENEFITS**

Payment of any bonuses shall be at the complete discretion of the Company. No guarantee or representation that any bonuses will be paid has been made to the Employee.

Standard benefits that are provided to other non-management employees shall be offered to the Employee, subject to the Company’s policies and the terms and conditions of such benefits.

1. **WITHHOLDING**

All sums payable to Employee under this Agreement will be reduced by all provincial, state, local, and other withholdings and similar taxes and payments required by applicable law.

1. **QUALIFICATIONS OF EMPLOYEE**

The employee shall satisfy all of the qualifications that are established by the Company.

1. **TERM OF AGREEMENT**

There shall be no guaranteed term of employment. Employee acknowledges and agrees that Employee shall be an “At Will” Employee and that Employee’s employment may be terminated at any time by the Company, with or without cause.

1. **FEES FROM EMPLOYEE’S WORK**

The Company shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged to clients by the Company for services that are provided by the Employee. All sums paid to the Employee or the Company in the way of fees, in cash or in kind, or otherwise for services of the Employee, shall, except as otherwise specifically agreed by the Company, be and remain the property of the Company and shall be included in the Company's name in such cheque account or accounts as the Company may from time to time designate.

1. **CLIENTS AND CLIENT RECORDS**

The Company shall have the authority to determine who will be accepted as clients of the Company, and the Employee recognises that such clients accepted are clients of the Company and not the Employee. All client records and files of any type concerning clients of the Company shall belong to and remain the property of the Company, notwithstanding the subsequent termination of the employment.

1. **POLICIES AND PROCEDURES**

The Company shall have the authority to establish from time to time the policies and procedures to be followed by the Employee in performing services for the Company. This may include, but is not necessarily limited to, employment policies, computer use policies, Internet access policies, email policies, and all other policies, procedures, directives, and mandates established by the Company, whether or not in written form or formally adopted. Employee shall abide by the provisions of any contract entered into by the Company under which the Employee provides services. Employee shall comply with the terms and conditions of any and all contracts entered by the Company.

1. **TERMINATION**

Employee acknowledges and agrees that Employee is an “at-will” employee of the Company. As such, no term of employment is created hereby and employee may be terminated at any time in the sole discretion of the Company, whether there exists any cause for termination or not.

1. **CREATIONS AND INVENTIONS**

Employee acknowledges and agrees that any and all work product of the Employee that is conceived or created during the Employee’s employment with the Company is the exclusive property of the Company. This shall include any and all copyrights, trade secrets, confidential information, patents, trademarks, trade dress, ideas, concepts, plans, business plans, business concepts, techniques, inventions, drawings, artwork, logos, graphics, web pages, databases, software, programmes, CGI’s, plug-ins, applications, brochures, inventions, marketing plans and concepts, and all other ideas and work product of the Employee. The Employee acknowledges and agrees that all creations shall be “works made for hire” as defined in the [ACT OR CODE]. Notwithstanding the fact that this material may be considered to be a work made for hire, Employee agrees, during Employee’s employment and thereafter, which covenant shall survive any termination of the employment relationship, to execute any and all documents requested by the Company to confirm the Company’s ownership and control of all such material, including but not limited to assignments of copyright, confirmations of work for hire status, waivers of proprietary rights, copyright application, and any other documents requested by Company.

1. **RESTRICTIVE COVENANTS**

The Employee acknowledges that the Company, through its employment of the Employee, has provided the Employee with confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Company's clients. The Employee further acknowledges that such confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Company's clients are the result of his employment by the Company. In consideration of the foregoing and of the benefits generally provided to the Employee by the Company pursuant to the terms of this Agreement and otherwise, the Employee agrees to abide and be bound by the restrictions and prohibitions of this Article, which restrictions are intended by the parties to extend to any and all activities of the Employee, whether as an independent contractor, partner or joint venturer, or as an officer, director, stockholder, agent, employee or salesman for any person, firm, partnership, Company or other entity, or otherwise.

1. **HIRING**

The Employee agrees that during the Employee's employment with the Company and for a period of [NUMBER] years following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not attempt to hire any other employee or independent contractor of the Company or otherwise encourage or attempt to encourage any other employee or independent contractor of the Company to leave the Company's employ.

1. **CONFIDENTIALITY; DISCLOSURE; PROPRIETARY INFORMATION**

Employee recognises and acknowledges that all records with respect to clients, business associates, customer or referral lists, contracting parties and referral sources of the Company, and all personal, financial and business and proprietary information of the Company, its employees, officers, directors and shareholders obtained by the Employee during the term of this Agreement and not generally known in the public (the "Confidential Information") are valuable, special and unique and proprietary assets of the Company's business. The Employee hereby agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not at any time, directly or indirectly, disclose any Confidential Information, in full or in part, in written or other form, to any person, firm, Company, association or other entity, or utilise the same for any reason or purpose whatsoever other than for the benefit of and pursuant to authorisation granted by the Company.

1. **SOLICITATION**

The Employee further agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not, in any manner or at any time, solicit or encourage any person, firm, Company or other business entity who are clients, business associates or referral sources of the Company to cease doing business with the Company or to do business with the Employee.

1. **NON-COMPETITION WITH COMPANY CLIENTS**

Employee agrees that during the term of the Employee’s employment with the Company and for a period of [NUMBER] years following the cessation of the relationship with the Company, the Employee shall not provide any service to or lend any aid or device to any of the clients of the Company.

1. **COVENANTS INDEPENDENT**

Each restrictive covenant on the part of the Employee set forth in this Agreement shall be construed as a covenant independent of any other covenant or provisions of this Agreement or any other agreement which the Company and the Employee may have, fully performed and not executory, and the existence of any claim or cause of action by the Employee against the Company whether predicated upon another covenant or provision of this Agreement or otherwise, shall not constitute a defence to the enforcement by the Company of any other covenant.

1. **PROPRIETARY CREATIONS**

All processes, inventions, patents, copyrights, trademarks, and other intangible rights (collectively the "Inventions") that may be conceived or developed by Employee, either alone or with others, during the term of Employee's employment, whether or not conceived or developed during Employee's working hours, and with respect to which the equipment, supplies, facilities, or trade secret information of Company was used, or that relate at the time of conception or reduction to practise of the Invention to the business of the Company or to Company's actual or demonstrably anticipated research and development, or that result from any work performed by Employee for Company, will be the sole property of Company, and shall be considered “works for hire”, and Employee hereby assigns to the Company all of Employee's right, title and interest in and to such Inventions. Employee must disclose to Company all inventions conceived during the term of employment, whether or not the invention constitutes property of Company under the terms of the preceding sentence, but such disclosure will be received by Company in confidence. Employee must execute all documents, including patent applications and assignments, required by Company to establish Company's rights under this Section.

1. **DIVISIBILITY OF COVENANT AREAS AND PERIODS**

If any portion of the restrictive covenants contained herein is held to be unreasonable, arbitrary or against public policy, each covenant shall be considered divisible both as to time and geographical area; and each [NUMBER] month of the specified period shall be deemed to be a separate period of time and each [NUMBER] mile radius segment of the geographical area shall be deemed to be a separate geographical area, so that the maximum lesser time and geographical area shall remain effective so long as the same is not unreasonable, arbitrary or against public policy.

1. **INJUNCTIVE AND EQUITABLE RELIEF**

Employee and Company recognise and expressly agree that the extent of damages to Company in the event of a breach by Employee of any restrictive covenant set forth herein would be impossible to ascertain, that the irreparable harm arising out of any breach shall be irrefutably presumed, and that the remedy at law for any breach will be inadequate to compensate the Company. Consequently, the Employee agrees that in the event of a breach of any such covenant, in addition to any other relief to which Company may be entitled, Company shall be entitled to enforce the covenant by injunctive or other equitable relief ordered by a court of competent jurisdiction.

1. **VENUE; COURT PROCEEDINGS**

The Employee and the Company hereby agree that the venue of any action, proceeding, counterclaim, cross-claim, or other litigation relating to, involving, or resulting from the enforcement of this covenant shall be in [STATE/PROVINCE]. In any action or proceeding by Employee relating to or involving the enforcement of the covenant, and any counterclaim, cross-claim or other litigation which may be asserted or brought against Company, the Employee hereby expressly waives any and all right to a trial with respect to the action, proceeding or other litigation resulting from or involving the enforcement of this covenant. Further, in any action or proceeding by Company to obtain a temporary restraining order and/or preliminary injunction, Employee hereby agrees that the Company shall not be required to post an injunction bond in excess of the principal sum of [AMOUNT] in order to obtain a temporary restraining order and/or preliminary injunction. Should the Company's action for a temporary restraining order and/or motion for preliminary injunction be granted in whole or in part and should Company be ultimately unsuccessful in obtaining a permanent injunction to enforce the covenant, Employee hereby waives any and all rights Employee may have against Company for any injuries or damages, including consequential damages, sustained by the Employee and arising directly or indirectly from the issuance of the temporary restraining order and/or preliminary injunction.

1. **INDEMNIFICATION**

The Employee hereby agrees to indemnify and hold the Company and its officers, directors, shareholders and employees harmless from and against any loss, claim, damage or expense, and/or all costs of prosecution or defence of their rights hereunder, whether in judicial proceedings, including appellate proceedings, or whether out of court, including without limiting the generality of the foregoing, attorneys' fees, and all costs and expenses of litigation, arising from or growing out of the Employee's breach or threatened breach of any covenant contained herein.

1. **ACKNOWLEDGEMENT**

The Employee acknowledges that when this Agreement is concluded, the Employee will be able to earn a living without violating the foregoing restrictions and that the Employee's recognition and representation of this fact is a material inducement to the execution of this Agreement and to Employee's continued relationship with the Company.

1. **SURVIVAL OF COVENANTS**

All restrictive covenants contained in this Agreement shall survive the termination of this Agreement.

1. **LIMITATIONS ON AUTHORITY**

Without the express written consent from the Company, the Employee shall have no apparent or implied authority to: (i) Pledge the credit of the Company or any of its other employees; (ii) Bind the Company under any contract, agreement, note, mortgage or otherwise; (iii) Release or discharge any debt due the Company unless the Company has received the full amount thereof; or (iv) sell, mortgage, transfer or otherwise dispose of any assets of the Company.

1. **REPRESENTATION AND WARRANTY OF EMPLOYEE**

The Employee acknowledges and understands that the Company has extended employment opportunities to Employee based upon Employee's representation and warranty that Employee is in good health and able to perform the work contemplated by this Agreement for the term hereof.

1. **INVALID PROVISION; SEVERABILITY**

The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

1. **MODIFICATION**

No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

1. **APPLICABLE LAW AND BINDING EFFECT; NO WAIVER**

This Agreement shall be construed and regulated under and by the laws of the State/Province of [STATE/PROVINCE] and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns; but may not be assigned except as otherwise provided elsewhere herein.

1. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification, or discharge is sought.

1. **NOTICES**

Any and all notices or other communication provided for herein, shall be given by registered or certified mail, return receipt requested, in case of the Company to its principal office, and in the case of the Employee to the Employee's residence address set forth on the first page of this Agreement or to such other address as may be designated by the Employee.

1. **ATTORNEYS' FEES**

In the event that either party is required to engage the services of legal counsel to enforce the terms and conditions of this Agreement against the other party, regardless of whether such action results in litigation, the prevailing party shall be entitled to reasonable attorneys' fees, costs of legal assistants, and other costs from the other party, which shall include any fees or costs incurred at trial or in any appellate proceeding, and expenses and other costs, including any accounting expenses incurred.

IN WITNESS HEREOF, each party to this Agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated below.

EMPLOYEE COMPANY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title