

THIS TEMPLATE MUST BE AMENDED TO COMPLY WITH YOUR STATE LAWS

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("*Agreement*") is made as of the Effective Date indicated in the signature block below (the "*Effective Date*"), by and between _____, a _____ limited liability company ("*Employer*") and the undersigned "*Employee*" ("*Employee*") (each a "*Party*" and collectively the "*Parties*").

RECITALS:

WHEREAS, Employer is in the business of providing consulting services related to entity structuring, entity formation, and other related items;

WHEREAS, Employee has the skills and experience necessary to perform the services set forth hereunder for the benefit of Employer and its customers; and

WHEREAS, Employer desires to retain the services of Employee and Employee desires to perform such services for and on behalf of Employer, each pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT:

- SERVICES.** During the Term (*defined below*), Employee shall provide those services listed on **Schedule A** hereto, and such other services reasonably requested by Employer (the "*Services*"). Employee shall insure the safe, secure, timely, and complete performance of the Services.
- COMPENSATION.** As consideration for the Services provided by Employee, Employer will compensate Employee as described in **Schedule B** to this Agreement. Compensation shall be given in accordance with the customary payroll practices of Employer.
- EXPENSES.** Employer may, at its sole discretion, issue a company credit card to Employee. In the event that Employer provides a company credit card to Employee, any use of the company credit card must be in accordance with Employer's policies and procedures. No out-of-pocket expenses shall be reimbursed if Employer provides a credit card to Employee. If Employer does not provide Employee with a credit card, Employer will reimburse Employee for all pre-approved reasonable and necessary out-of-pocket travel and other related expenses incurred by Employee in connection with the performance of the Services consistent with Employer's policies and procedures, up to \$100.00. The reasonableness and necessity of any such expenses shall be determined in the sole and absolute discretion of Employer. Employer reserves the right to amend, modify or otherwise change the terms and conditions of such policies,

which changes shall be effective upon actual notice to Employee. In the performance of his/her duties, Employee agrees that he/she shall not have the authority to obligate Employer or any affiliate thereof for, or otherwise incur, any expenditure without prior written approval by a supervisor.

4. EMPLOYEE STATUS; BENEFITS & POLICIES AND PROCEDURES.

(a) *At Will Nature of Employment.* Unless otherwise changed by written agreement between the Parties, Employee's employment with Employer is "at-will" which allows for the termination of the employment relationship by either Employee or Employer at any time during the employment relationship.

(b) *Benefits.* Employee will be eligible for benefits in accordance with the policies of Employer applicable from time to time, including eligibility for health care insurance for Employee and Employee's immediate family, subject to applicable eligibility and payroll cost deduction requirements. Notwithstanding anything in this Agreement to the contrary, Employee shall not be entitled to receive payments in lieu of any such benefits upon termination of this Agreement for any reason.

(c) *Vacation & Holidays.* Employee shall be eligible to take paid annual time off (for vacation) at such intervals as may be mutually agreed to from time-to-time by Employee and Employer. Except as expressly provided in this section, Employee's paid time off will be subject to the policies of Employer, provided that at any time during the Term, Employer reserves the right to amend, modify or otherwise change the terms and conditions of any such policies, which changes shall be effective in the future upon actual notice to Employee or upon notice by posting at Employer's premises. Notwithstanding

anything in this Agreement to the contrary, Employee shall not be entitled to receive payments in lieu of any such vacation upon termination of this Agreement for any reason.

(d) *Sick Leave.* Employee will be eligible for sick leave in accordance with the policies of Employer, provided that at any time during the Term, Employer reserves the right to amend, modify or otherwise change the terms and conditions of any such policies, which changes shall be effective in the future upon actual notice to Employee or upon notice by posting at Employer's premises. Notwithstanding anything in this Agreement to the contrary, Employee shall not be entitled to receive payments in lieu of any such sick leave upon termination of this Agreement for any reason.

(e) *Compliance with Policies and Procedures.* Employee will, in the performance of the Services, comply with all policies and procedures of Employer that are applicable to employees, including but not limited to Employer's policies and any code(s) of conduct and ethics.

5. TERM & TERMINATION.

(a) *Commencement.* This Agreement will commence on the Effective Date and will continue until the termination of Employee's employment pursuant to the terms of this Agreement (the "Term").

(b) *Termination.*

(i) Notwithstanding anything in this Agreement to the contrary, Employee's employment hereunder may be terminated by Employer at any time for any reason or for no reason without "just cause".

(ii) Employee's employment hereunder may be terminated by (i) Employee at any time for



any reason or no reason, provided that Employee covenants that he/she shall give written notice of such termination of employment to Employer and such termination shall be effective thirty (30) days after receipt of such written notice, unless a shorter period shall be agreed upon in writing by the Parties; or (ii) upon the mutual written consent of Employer and Employee.

(iii) If Employee dies while employed by Employer, Employee's estate will be entitled to receive (i) his/her unpaid compensation at the rate then in effect actually earned by him/her or accrued for his/her account through the end of the month in which Employee's death shall have occurred, (ii) any bonus or fringe benefits actually earned by him/her or accrued at the time of Employee's death, and (iii) reimbursement for all unpaid reimbursable expenses under Section 3 at the time of Employee's death. This Agreement shall automatically expire and terminate upon Employee's death and, except as expressly set forth in this Section, Employer shall have no further obligations or liabilities hereunder to Employee's estate or legal representative or otherwise.

(c) *Effect of Termination.* Upon termination of Employee by Employer, Employee will receive (i) compensation under Section 2 through the effective date of termination; (ii) reimbursement for all unpaid reimbursable expenses pursuant to Section 3 as of the date of Employee's termination; and (iii) benefits under Section 4 through the effective date of termination.

6. COMPLIANCE WITH LAWS. Employee agrees to abide by all federal, state or local laws, regulations, ordinances or other legal requirements in connection with the performance of the Services. In addition, at all times during this Agreement, Employee shall have in effect all licenses, permits and authorizations for all local, state, federal and foreign governmental agencies to the extent the

same are necessary to the performance of the Services hereunder. Employee shall not perform any Services under this Agreement for which it does not hold all necessary licenses, permits and authorizations.

7. Arbitration.

(a) *Claims Covered by the Agreement.* Employee and Employer mutually consent to the resolution by final and binding arbitration of all claims or controversies (claims) that Employer may have against Employee or that Employee may have against Employer or against its officers, directors, partners, employees, agents, pension or benefit plans, administrators, or fiduciaries, or any subsidiary or affiliated company or corporation (collectively referred to as Employer), relating to, resulting from, or in any way arising out of Employee's relationship with Employer, Employee's employment relationship with Employer and/or the termination of Employee's employment relationship with Employer, to the extent permitted by law. The claims covered by this Section 7 include, but are not limited to, claims for wages or other compensation due, claims for breach of any contract or covenant (express or implied), tort claims, claims for discrimination and harassment (including, but not limited to, race, sex, religion, national origin, age, marital status or medical condition, disability, sexual orientation, or any other characteristic protected by federal, state or local law), claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one), and claims for violation of any public policy, federal, state or other governmental law, statute, regulation or ordinance.

(b) *Required Notice of Claims and Statute of Limitations.* Employee may initiate arbitration by serving or mailing a written notice to Employer at Employer's principal place of business. Employer



may initiate arbitration by serving or mailing a written notice to Employee at the last address recorded in Employee's personnel file. The written notice must specify the claims asserted against the other party. Notice of any claim sought to be arbitrated must be served within the limitations period established by applicable federal or state law.

(c) *Arbitration Procedures*

(i) After demand for arbitration has been made by serving written notice under the terms of subsection 7(b), the party demanding arbitration shall file a demand for arbitration with the American Arbitration Association (AAA) in Clark County, Nevada.

(ii) A neutral arbitrator shall be selected from the AAA panel and the arbitration shall be conducted pursuant to AAA policies and procedures. Except as provided herein, all rules governing the arbitration shall be the then applicable rules set forth by the AAA. If the dispute is employment-related, the dispute shall be governed by the AAA's then current version of the national rules for the resolution of employment disputes. The AAA's then applicable rules governing the arbitration may be obtained from the AAA's website, which currently is www.adr.org.

(iii) The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable.

(iv) Either party may file a motion for summary judgment with the arbitrator. The

arbitrator is entitled to resolve some or all of the asserted claims through such a motion. The standards to be applied by the arbitrator in ruling on a motion for summary judgment shall be the applicable laws as specified herein.

(v) Discovery shall be allowed and conducted pursuant to the then applicable arbitration rules of the AAA, provided that the Parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator is authorized to rule on discovery motions brought under the applicable discovery rules.

(d) *Class and Collective Action Waiver.* The Parties agree not to bring any disputes between each other on a collective or class basis; rather, the Parties agree to bring such disputes in arbitration on an individual basis only. An arbitrator may not resolve any disputes concerning the enforceability or validity of this class and collective action waiver; only a court with proper jurisdiction may resolve such a dispute. If this class action waiver is held to be illegal for any reason, the Parties agree that a court, and not an arbitrator, will hear any class or collective action.

(e) *Application for Emergency Injunctive and/or Other Equitable Relief.* Claims by Employer or Employee for emergency injunctive and/or other equitable relief shall be subject to the then current version of the AAA's Rules Governing Emergency Measures of Protection set forth within the AAA's Commercial Dispute Resolution Procedures. The AAA shall appoint a single emergency arbitrator to handle the claim(s) for emergency relief. The emergency arbitrator selected by the AAA shall be either a retired judge or an individual experienced in handling matters involving claims for emergency injunctive and/or other equitable relief. The emergency arbitrator shall immediately disclose any circumstance likely, on the basis of the facts disclosed on the



application, to affect such arbitrator's impartiality or independence. Any challenge to the appointment of the emergency arbitrator must be made within one business day of the communication by the AAA to the Parties of the appointment of the emergency arbitrator and the circumstances disclosed.

(f) **Arbitration Decision.** The arbitrator's decision will be final and binding. The arbitrator shall issue a written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based. A party's right to appeal the decision is limited to grounds provided under applicable federal or state law.

(g) **Arbitration Hearing.** The arbitration will be at a mutually convenient location that must be within thirty (30) miles of Employee's last employment location with Employer. If the Parties cannot agree upon a location, then the arbitration will be held at the AAA's office nearest to Employee's last employment location. The arbitrator shall appoint a time and place for the hearing and cause notice thereof to be served personally or by registered or certified mail on the Parties to the arbitration and not less than thirty (30) before the hearing. Appearance at the hearing waives the right to notice.

(h) **Representation, Fees, and Costs.** Each party may be represented by an attorney or other representative selected by the party. Each party shall be responsible for its own attorney or representative fees. However, if any party prevails on a statutory claim that affords the prevailing party's attorney fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party. In the event that a party fails to pursue mediation or arbitration, fails to comply with the arbitrator's decision and award, or challenges the arbitrator's decision without merit, the party shall be

responsible for cost of suit, including reasonable attorney fees.

(i) **Requirements for Modification or Revocation.** This Agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified by a writing signed by the President of Employer and Employee that specifically states an intent to revoke or modify this Agreement.

8. MISCELLANEOUS.

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Parties.

(b) **Non-Disclosure of Confidential Information.** Employee recognizes that Employer possesses certain proprietary information and proprietary systems in pertaining to various aspects of Employer's business and Employer's clients' businesses, including but not limited to, Employer's and Employers customers' future plans, business affairs, processes, trade secrets, technical matters, customer lists, designs, financial status, and other vital information which are valuable, special and unique assets of Employer (collectively, the "**Confidential Information**"). The term "**Confidential Information**" shall include, but is not limited to, all information disclosed by Employer to Employee that is marked or designated in writing as "Confidential" or with words of similar import, and all information discussed orally that is claimed to be confidential at the time of discussion. All Information pertaining to Employer's customers is hereby deemed to be Confidential Information.

(c) **Duty of Confidentiality.** Employee shall utilize his/her best efforts to maintain and preserve the confidentiality of Confidential Information and shall not, without the prior written consent of Employer, disclose such Confidential

Information to third parties, or use such Confidential Information for personal or business purposes without Employer's prior written consent.

(d) *Unfair Competition, Non-Disparagement and Non-Solicitation*

(i) *Unfair Competition.* Employee shall not use any Confidential Information of Employer, including but not limited to trade secrets, designs, customer lists, processes, models, and business plans of Employer, to compete with Employer or to solicit current or former employees, customers, clients, or business contacts of Employer for employment for a period of two (2) years following the termination of this Agreement.

(ii) *Non-Disparagement and Non-Solicitation.* Employee agrees that during the term of this Agreement and after its termination, Employee shall not, whether acting alone or for a third party, disparage the image or reputation of Employer or its officers, agents, and/or affiliates. The provisions of this subsection 8(d) shall survive the termination of this Agreement

(e) *Work Product.* Employee acknowledges and agrees that any trade secrets, inventions, mask works, ideas, processes, formulas, other works of authorship, know-how, improvements, developments, techniques, inventions, programs, designs and discoveries, and any improvements thereto, which relate, directly or indirectly to the business of Employer that are (i) made (regardless of location) by Employee during Employee's employment, solely or jointly with others, or (ii) made (regardless of location) by Employee during Employee's employment, solely or jointly with others, with Employer's equipment, supplies, facilities, trade secrets patents, or time or any equipment, supplies, facilities, trade secrets or patents supplied by a third party in connection with Employer's business (collectively, the "*Work*

Product'), shall be the sole and exclusive property of Employer. Employee hereby assigns to Employer all rights, title, and interest that Employee may have now or in the future in or to any Work Product. Employee hereby automatically assigns, at the time of creation of the Work Product, without any requirement of any additional consideration, any right, title or interest Employee may have in such Work Product that relates, directly or indirectly, to the business of Employer, including, but not limited to, any copyrights, patents or other intellectual property rights pertaining thereto. Upon request of Employer and without any further consideration, Employee covenants and agrees that Employee shall at all times hereafter take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment to Employer or its designees.

(f) *Return of Materials at Termination.* In the event of any termination or cessation of his/her employment with Employer for any reason whatsoever, Employee shall immediately deliver to Employer all Confidential Information and all other Employer property (including Employer-issued computers, electronic devices, mobile phones, vehicles, credit cards, data storage devices, documents, data, seismic information, business information, office access keys, parking lot access devices), and information which were provided to Employee during the course of his/her employment with Employer. Upon Employee's cessation of employment, Employee shall not take or retain possession of any of Employer's property or any other documents or other information, or any reproduction or excerpt thereof, containing or pertaining to any Confidential Information.

(g) *Trade Secrets.* Employee acknowledges and agrees that he/she is forbidden from using or distributing any trade secrets related to any



concurrent or former employer, including any formula, pattern, compilation, program, device, method, technique, process, financial data, or list of actual or potential suppliers that derives independent economic value from not being generally known to or readable ascertainable by other persons ("*Trade Secrets*"), and covenants not to do so during the Term, unless such Trade Secrets are disclosed in accordance with U.S.C. § 1833 (b).

(h) *Indemnification.* In the event that Employee is found to have violated any of subsections 7(b) through (g) above, Employee agrees to fully and unconditionally indemnify Employer and its affiliates against any and all damages to Employer or its affiliate suffered as a result of Employee's violation thereof, including payment of any and all attorney fees incurred by Employer or its affiliate in the defense thereof.

(i) *Non-Assignment.* The obligations and duties of Employee are not assignable.

(j) *Governing Law/Venue.* The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Nevada, without giving effect to its principles of conflict of laws. If legal action is commenced by any of the Parties with respect to the subject matter hereof, the Parties agree that the jurisdiction and venue of such action shall be in the state or federal court of competent jurisdiction located in Clark County, Nevada. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

(k) *Severability.* If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such unenforceable provision shall be deemed modified so as to be

enforceable (or if not subject to modification then eliminated herefrom) for the purpose of those procedures to the extent necessary to permit the remaining provisions to be enforced.

(l) *Entire Agreement.* This Agreement, including the Schedules hereto, constitutes the entire agreement of the Parties and supersedes and replaces all oral negotiations and prior writings with respect to the subject matter hereof.

(m) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(n) *Notices.* Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or by email, in each case addressed as indicated below.

(o) *Voluntary Agreement.* EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS TERMS, AND AGREES THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN EMPLOYER AND EMPLOYEE RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT. EMPLOYEE HAS KNOWINGLY AND VOLUNTARILY ENTERED INTO THE AGREEMENT WITHOUT RELIANCE ON ANY PROVISIONS OR REPRESENTATIONS BY EMPLOYER, OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE HAS BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH EMPLOYEE'S PRIVATE LEGAL COUNSEL AND EMPLOYEE HAS UTILIZED THAT OPPORTUNITY TO THE EXTENT DESIRED.



(p) *Survival*. Sections 5, 7, and 8 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, Employer and Employee have executed this Agreement as of the Effective Date.

EMPLOYER:

_____, LLC
a _____ limited liability company

By: _____

Print Name: _____

Title: _____

Effective Date: _____

Address:

street
city, state, zip

EMPLOYEE:

Print Name: _____

Signature: _____

Date: _____

Address:

NOTICE: This Agreement does not affect any immunity under 18 USC Sections 1833(b) (1) or (2), which read as follows (note that for purposes of this statute only, individuals performing work as contractors or consultants are considered to be employees):

(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.



SCHEDULE A: DESCRIPTION OF SERVICES



SCHEDULE B: COMPENSATION

Compensation: Employee shall be paid compensation as follows:

- Hourly: \$ _____
- Annual: \$ _____
- Other: \$ _____ per _____