

EMPLOYMENT CONTRACT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "AGREEMENT") is between

_____ (hereinafter referred to as the "COMPANY")

and _____

(hereinafter referred to as the "EXECUTIVE").

1. Employment

COMPANY hereby agrees to initially employ EXECUTIVE as its

_____. EXECUTIVE hereby accepts such employment in accordance with the terms of this AGREEMENT and of employment applicable to regular employees of COMPANY. In the event of any conflict or ambiguity between the terms of this AGREEMENT and employment applicable to regular employees, the terms of this AGREEMENT shall be upheld. Election or appointment of EXECUTIVE to another office or position, regardless of whether such office or position is inferior to EXECUTIVE'S initial office or position, shall not be a breach of this AGREEMENT.

2. Duties of Executive

The duties of EXECUTIVE shall include the performance of all duties typical of the office held by EXECUTIVE as described in the bylaws of COMPANY and such other duties and projects as may be assigned by a superior officer or the board of directors of COMPANY. EXECUTIVE shall devote his entire productive time, ability and attention to the business of COMPANY and shall perform all duties in a professional, ethical and businesslike manner. EXECUTIVE will not, during the term of this AGREEMENT, directly or indirectly engage in any other business, either as an employee, employer, consultant, principal, officer, director, adviser, or in any other capacity, either with or without compensation, without the prior written consent of the COMPANY. In addition to the duties described herein, EXECUTIVE is also authorized and directed to do the following:

_____.

3. Compensation

During the term of this AGREEMENT, EXECUTIVE will be compensated as follows:

- a) A base salary of _____ (\$_____) per year, payable in installments according to COMPANY'S regular payroll schedule. The base salary shall be adjusted at the end of each year of employment at the discretion of the board of directors.
- b) During the term of this AGREEMENT, an incentive salary equal to _____ of the adjusted net profits of COMPANY, beginning with year end 20__ and each fiscal year thereafter. "Adjusted net profit" shall be the net profit of COMPANY before federal and state income taxes, determined in accordance with generally accepted accounting practices by COMPANY'S independent accounting firm and adjusted to exclude: (i) any incentive salary payments paid pursuant to this AGREEMENT; (ii) any contributions to pension and/or profit sharing plans; (iii) any extraordinary gains or losses (including, but not limited to, gains or losses on disposition of assets); (iv) any refund or deficiency of federal and state income taxes paid in a prior year; and (v) any provision for federal or state income taxes made in prior years which is subsequently determined to be unnecessary. The determination of the adjusted net profits made by the independent accounting firm employed by COMPANY shall be final and binding upon EXECUTIVE and COMPANY. The incentive salary payment shall be made within thirty (30) days after COMPANY'S independent accounting firm has

concluded its audit. If the final audit is not prepared within ninety (90) days after the end of the fiscal year, then COMPANY shall make a preliminary payment equal to fifty percent (50%) of the amount due based on the adjusted net profits preliminarily determined by the independent accounting firm (subject to payment of the balance, if any, promptly following completion of the audit by COMPANY'S independent accounting firm). The maximum incentive salary payable for any one year shall not exceed

_____ of the then applicable base salary of EXECUTIVE.

4. Benefits

- a) Holidays. EXECUTIVE will be entitled to at least _____ paid holidays each calendar year and _____ personal days. COMPANY will notify EXECUTIVE on or about the beginning of each calendar year regarding the holiday schedule for the coming year. Personal holidays, if any, will be scheduled in advance, subject to requirements of COMPANY. Such holidays must be taken during the calendar year and cannot be carried forward into the next year. EXECUTIVE is not entitled to any personal holidays during the first six months of employment.
- b) Vacation. Following the first six months of employment, EXECUTIVE shall be entitled to _____ paid vacation days each year.
- c) Sick Leave. EXECUTIVE shall be entitled to sick leave and emergency leave according to the regular policies and procedures of COMPANY. Additional sick leave or emergency leave over and above paid leave provided by COMPANY, if any, shall be unpaid and shall be granted at the discretion of the board of directors.
- d) Medical and Group Life Insurance. During this AGREEMENT, COMPANY agrees to include the EXECUTIVE in the group medical and hospital plan of COMPANY and to provide group life insurance for the EXECUTIVE at no charge to the EXECUTIVE in the amount of _____. EXECUTIVE shall be responsible for payment of any federal or state income tax imposed on these benefits.
- e) Pension and Profit Sharing Plans. EXECUTIVE shall be entitled to participate in any pension or profit sharing plan or other type of plan adopted by COMPANY for the benefit of its officers and/or regular employees.
- f) Automobile. COMPANY will provide to EXECUTIVE the use of an automobile of EXECUTIVE'S choice at a gross purchase price not to exceed \$_____. COMPANY agrees to replace the automobile with a new one at EXECUTIVE'S request no more than once every two years. COMPANY will pay all automobile operating expenses incurred by EXECUTIVE in the performance of an EXECUTIVE'S company duties. COMPANY will procure and maintain in force an automobile liability policy for the automobile with coverage, including EXECUTIVE, in the minimum amount of \$1,000,000 combined single limit on bodily injury and property damage.
- g) Expense Reimbursement. EXECUTIVE shall be entitled to reimbursement for all reasonable expenses, including travel and entertainment, incurred by EXECUTIVE in the performance of EXECUTIVE'S duties. EXECUTIVE will maintain records and written receipts as required by COMPANY policy and reasonably requested by the board of directors to substantiate such expenses.

5. Term and Termination

- a) The Initial Term of this AGREEMENT shall commence on _____, 20___, and it shall continue in effect for a period of _____ year(s). The

AGREEMENT shall then be renewed upon the mutual agreement of EXECUTIVE and COMPANY. This AGREEMENT and EXECUTIVE'S employment may be terminated at COMPANY'S discretion during the Initial Term, provided that COMPANY shall pay to EXECUTIVE an amount equal to payment at EXECUTIVE'S base salary rate for the remaining period of Initial Term, plus an amount equal to _____ of EXECUTIVE'S base salary. In the event of such termination, EXECUTIVE shall not be entitled to any incentive salary payment or any other compensation then in effect, prorated or otherwise.

- b) This AGREEMENT and EXECUTIVE'S employment may be terminated by COMPANY at its discretion at any time after the Initial Term, provided that EXECUTIVE is paid _____ of EXECUTIVE'S then applicable base salary. In the event of such a discretionary termination, EXECUTIVE shall not be entitled to receive any incentive salary payment or any other compensation then in effect, prorated or otherwise.
- c) This AGREEMENT may be terminated by EXECUTIVE at EXECUTIVE'S discretion by providing at least thirty (30) days prior written notice to COMPANY. In the event of termination by EXECUTIVE, COMPANY may immediately relieve EXECUTIVE of all duties and immediately terminate this AGREEMENT, provided that COMPANY shall pay EXECUTIVE at the then applicable base salary rate to the termination date included in EXECUTIVE'S original termination notice.
- d) In the event that EXECUTIVE is in breach of any material obligation owed COMPANY in this AGREEMENT, habitually neglects the duties to be performed under this AGREEMENT, engages in any conduct which is dishonest, damages the reputation or standing of COMPANY, or is convicted of any criminal act, then COMPANY may terminate this AGREEMENT upon five (5) days notice to EXECUTIVE. In event of termination of the agreement for this reason, EXECUTIVE shall be paid only at the then applicable base salary rate up to and including the date of termination. EXECUTIVE shall not be paid any incentive salary payments or other compensation, prorated or otherwise.
- e) In the event COMPANY is acquired, or is the non-surviving party in a merger, or sells all or substantially all of its assets, this AGREEMENT shall not be terminated and COMPANY agrees to use its best efforts to ensure that the transferee or surviving company is bound by the provisions of this AGREEMENT.

6. Notices

Any notice required by this AGREEMENT or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

7. Final Agreement

This AGREEMENT terminates and supersedes all prior agreements and may be modified in writing, provided both parties are in agreement.

8. Governing Law

This AGREEMENT shall be governed by the laws and in the courts of the State of _____ and by the laws of the United States of America, excluding their conflicts of law principles. Any dispute or legal proceeding regarding the AGREEMENT shall take place in the county of _____, in the State of _____.

9. Headings

Headings used in this AGREEMENT are provided for convenience only and shall not be used to construe meaning or intent.

10. No Assignment

Neither this AGREEMENT nor any interest in this AGREEMENT may be assigned by EXECUTIVE without the prior express written approval of COMPANY, which may be withheld by COMPANY at its absolute discretion.

11. Severability

If any term of this AGREEMENT is held by a court of competent jurisdiction to be invalid or unenforceable, then all of the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Arbitration

The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this AGREEMENT. Any controversy, claim or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.

Signature below will constitute this as a binding agreement between both parties.

DATED: _____

AGREED TO AND ACCEPTED

_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Address	_____ Address
_____ City/State/Zip	_____ City/State/Zip
_____ Telephone	_____ Telephone