

AT-WILL EMPLOYMENT AGREEMENT

THIS AT-WILL EMPLOYMENT AGREEMENT (this “**Agreement**”), dated and effective as of _____ is by and between _____, a _____ (the “**Company**”), and _____ (the “**Employee**”).

WHEREAS, the Company desires to hire Employee and Employee desires to work for the Company on an at-will basis and on the terms and for the compensation set forth below.

WHEREAS, as consideration in exchange for Employee’s execution of this Agreement, the Company is providing Employee with the job position, as well as its related compensation and benefits (as more fully set forth herein and as determined by the Company in its sole discretion).

NOW THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Term of Employment. The term of this Agreement (the “**Term**”) will begin on the Effective Date, and will terminate when either the Employee or the Company terminates the employment relationship in accordance with this Agreement. The Employee understands and agrees that the employment relationship between the Company and the Employee will at all times remain **TERMINABLE AT-WILL**. “Terminable at-will” means that either the Company or the Employee may terminate the employment relationship at any time, for any reason or no reason. At any time upon the Company’s request and on the Employee’s last day of employment or immediately thereafter, the Employee shall return to the Company any and all Company property – all originals and copies (including electronic and computer data) – in his/her possession or under his/her control including, but not limited to, all Confidential and Proprietary Information (as defined below).

2. Duties. The Employee agrees to render the services as set forth in the Job Description attached to this Agreement as Exhibit A, as well as any additional services requested by the Company from time to time (collectively, the “**Duties**”); however, the Employee understands and agrees that the Company, in its sole discretion, may amend the Employee’s Duties during the Term of this Agreement at any time.

3. Employee’s Representations and Warranties. The Employee warrants and represents that he/she shall: (i) perform the Duties with the highest degree of professional skill and expertise; (ii) devote such time and attention necessary to render the Duties to, and on behalf of, the Company; (iii) work solely and exclusively for the Company during the Term of this Agreement; and (iv) agree not to accept employment with any other employer or engage in other activities for profit

without first obtaining the consent of the Company. The Employee understands and agrees that he/she must abide by all of the rules, policies, procedures, and guidelines of the Company. The Employee represents and warrants that he/she (i) is under no restriction, contractually or otherwise, to any present or former broker, client, employer, associate, partnership, corporation, business entity, or person which would prevent or restrict the Employee in any manner whatsoever from working for the Company or performing the Duties; and (ii) during the Term, will not use or bring onto the premises of the Company any confidential materials, documentation or trade secrets belonging to a former employer. The Employee further represents and warrants that all statements made to the Company regarding employment-related information, including the information provided in this Agreement, are true and correct. Employee covenants and agrees to indemnify, defend and hold harmless Company with respect to any breach of this Agreement (such covenants shall survive the termination of this Agreement).

4. Compensation; Time Commitment; Benefits. The compensation for performance of the Duties is set forth below, and may be changed by mutual consent of the parties at any time during the Term of the Agreement. The Company will pay the Employee in accordance with its established payroll practices. The Employee understands that all payments made by the Company are subject to any applicable state and federal withholdings as well as any other deductions allowed or required by law.

(a) *Base Salary; Bonus.* The Employee shall receive an annual base salary of \$_____.

(b) *Time Commitment.* The Company and the Employee agree that, as of the Effective Date, the Employee is expected to all of his or her working time to Company work.

(c) *Benefits.* The Employee will be eligible for any benefits that the Company offers to its full-time employees subject to the Employee's eligibility for such benefits as set forth in the Company's policies and in any benefit plan document, if applicable. As appropriate, the Company will provide the Employee with a summary of all benefits currently available to its full-time employees. Benefits are provided in the sole discretion of the Company and may be changed at any time.

(d) *Expenses.* The Company shall reimburse the Employee for all business expenses incurred by the Employee in connection with her duties under this agreement in accordance with the Company's normal policies. The reimbursement of these expenses is subject to the Employee's provision to the Company of receipts and any other documentation to the Company's satisfaction.

5. Confidentiality.

(a) *Obligation of Confidentiality.* The Employee recognizes that, during the term of this Agreement, he/she may have access to confidential or proprietary information of the Company including, but not limited to trade secrets, client lists and the existence of client relationships (and the financial terms relative thereto), client files, software, analytical techniques, databases, financial statements, pricing data, vendor lists, forms, business plans, budgets, schedules, projections, costs analyses, any information identified by the Company as confidential, and any other unpublished proprietary information of the Company with respect to its business and business operations which is not generally known in the relevant trade or industry (the “**Confidential and Proprietary Information**”). All such information is wholly owned by the Company regardless of whether it is recorded on paper, electronic data file or any other medium. Upon the request of the Company or the termination of this Agreement, for any reason, Employee will return any Confidential and Proprietary Information, and any copies thereof in any form, in his/her possession or under his/her control. During the Term of this Agreement and following the termination of this Agreement for any reason, the Employee agrees that he/she (i) will maintain the confidentiality of all such information; (ii) will not disclose such information; (iii) will not use such information except to the extent necessary for performance in furtherance of the Duties; (iv) will abide by any further confidentiality obligations requested by the Company; (v) will take all reasonable precautions to prevent the inadvertent or accidental disclosure of such information; and (vi) immediately will notify the Company in writing of any misuse or misappropriation of such information that may come to the Employee’s attention. The Employee acknowledges that this duty will continue into perpetuity after completion or termination of this Agreement for any reason. The Employee agrees to promptly execute and deliver any confidentiality, non-disclosure or similar agreement provided by the Company’s clients, if applicable.

(b) *Remedies.* The Employee agrees that the remedy at law for any breach by him/her of the obligations set forth in this Section will be inadequate and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms and will result in irreparable and continuing damage to the Company. In the event of such breach, the Company will be entitled to injunctive relief and/or specific performance, and such other and further relief as may be proper (including monetary damages if appropriate). The parties agree that any requirement for the provision of a bond in connection with any request for injunctive relief is hereby waived.

6. Non-Disparagement. The Employee agrees that he/she will not make any disclosure, issue any statement or otherwise cause to be disclosed any information that is designed or intended (or might reasonably be anticipated) to defame or disparage the Company or the Company’s business, products, services, management, contractors, employees or clients. This Non-Disparagement provision will survive the termination of this Agreement for any reason.

7. Assignment; Benefit. This Agreement is for the services of the Employee and may not be assigned by the Employee, by operation of law or otherwise, without the prior written consent of the Company. The Company may assign the Agreement without prior notice or consent of the Employee. Any proposed assignment in violation of this provision shall be void and of no force or effect. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, and administrators and permitted assigns.

8. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the substantive, internal laws of _____ (without giving effect to conflict of laws principles).

9. Notices. Any notice or other communication required or permitted by this Agreement shall be in writing and shall be delivered personally, by e-mail, or sent by first class, certified, registered or express mail, postage prepaid or by overnight delivery services (Federal Express or United Postal Service). Any such notice shall be deemed given when so delivered personally or, if mailed, two (2) days after the date of deposit in the United States mail or with an overnight delivery service, as follows:

If to the Company:

If to the Employee:

10. Amendments; Enforcement; Waiver. This Agreement may be altered, amended, modified or superseded only in a writing executed by both of the parties. All attached exhibits and schedules, if applicable, and any documents and instruments delivered pursuant to any provision of this Agreement are expressly made a part of this Agreement as fully as though completely set forth herein. No waiver of or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties on any occasion or occasions shall be construed to be a waiver of the same or of any other option, right or privilege on any other occasion.

11. Entire Agreement; Severability; Counterparts. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter and supersedes all previous agreements between Company and the Employee relating to the subject matter of the Agreement. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement. This Agreement may be executed in counterparts with an executed counterpart to be delivered to the other party. Each such executed counterpart shall be deemed an original but shall constitute one and the same instrument. Electronically-delivered or .pdf copies of signature pages shall be deemed original signature pages.

12. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

13. Inventions; Intellectual Property. All inventions, discoveries, developments, and improvements made, conceived or reduced to practice by the Employee under or arising out of this Agreement ("**Inventions**") shall, whether or not such Inventions are patentable or copyrightable or made or conceived or reduced to practice or learned by the Employee either alone or jointly with others, become and remain the sole and exclusive property of the Company (whether made, conceived or reduced to practice before or after the Effective Date). The Employee has provided the Company with a complete written list of all existing intellectual property or inventions to which the Employee claims ownership as of the date of this Agreement and that the Employee desires to specifically clarify are not subject to this Agreement, and the Employee acknowledges and agrees that such written list is accurate and complete ("**Prior IP**"). If no such written list has been provided to the Company, the Employee represents that he/she has no such Prior IP as of the Effective Date. The Employee covenants to the Company that he/she will not incorporate or intermingle any Prior IP into the intellectual property transferred and assigned to the Company pursuant to this Section 14 or related to the Duties, provided, however, that if any Prior IP is incorporated or intermingled as set forth above, the Employee agrees to provide a transferable, perpetual, royalty-free license to the Company in connection with such Prior IP.

(a) *Process*. The Employee shall immediately notify the Company in writing of, and provide detailed information concerning all such Inventions, and the Employee hereby transfers and assigns all of his or her rights, title, and interests in and to any such Inventions to the Company, irrespective of whether or not any patent application is, or has been filed for such Inventions. The Employee shall, at the Company's request, through attorneys and representatives designated by the Company, assist the Company in making applications for Letters Patent in the United States and/or other countries for all such Inventions. The Employee will take whatever steps are necessary to have assigned to the Company all such applications, and to protect the Company's rights, title, and interests in and to the Inventions and such Letters Patent.

(b) *Assignment*. The Employee hereby assigns to the Company all rights, title, and interests in and to all Inventions, and all copyrights on all writings, documents, reports, papers, drawings, tabulations, books, computer programs, and other works written or made by the Employee under or arising out of this Agreement (whether made, conceived or reduced to practice before or after the Effective Date) (collectively with any Inventions, "**Material**"). All Material developed by the Employee under this Agreement shall be considered works made for hire as that

term is defined in Section 101 of the Copyright Act (17 U.S.C. §101) and is the sole and exclusive property of the Company. To the extent that any such works may not be considered works made for hire for the Company under applicable law, the Employee hereby assigns to the Company and, upon their creation, will automatically assign to the Company the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” (collectively, “**Moral Rights**”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, the Employee hereby waives such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent. The Employee will confirm any such waiver and consent from time to time as requested by the Company.

(c) *Attorney-In Fact*. In the event that the Company is unable for any reason whatsoever to secure the Employee’s signature to any lawful and necessary document required to apply for or execute any Letters Patent or other application with respect to such an Invention (including renewals, extensions, continuations, divisions, or continuations in part of any Inventions), the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his or her agents and attorneys-in-fact to act for and on his or her behalf and to execute and file any such Letters Patent and applications and to do all other lawfully permitted acts to further the prosecution of the application with the same legal force and effect as if executed by the Employee.

14. Survival. The terms of Sections 3 and 5 through 14 shall survive the termination, cancellation or expiration of this Agreement for any reason.

(signature page follows)

IN WITNESS WHEREOF, the parties have read the terms and conditions above and have voluntarily executed this At-Will Employment Agreement as of the Effective Date.

COMPANY:

EMPLOYEE:

By: _____

STARTOMATIC

Exhibit A

JOB DESCRIPTION

STARTOMATIC