Employment Agreement

. 20

Attn:

Dear _____:

This will constitute our agreement concerning your employment as a Manager.

1. *Duties*. As Manager, you will perform all of the duties assigned to you by the Company and carry out its policies and directives to the best of your ability. Territorial and departmental work jurisdiction will be determined by the Company. The President of the Company shall designate the Company executive to whom you shall report.

During the term of our agreement, you will not engage in any other employment.

2. *Compensation*. As compensation for your services, the Company will pay:

(a) an annual salary of \$_____ in weekly installments of \$_____. Your salary will be reviewed annually;

(b) a bonus determined by the board of directors for your position;

(c) health, disability, life insurance and retirement benefits under those benefit programs, if any, that the Company may have in effect from time to time.

3. *Express.* You will be reimbursed for approved reasonable business expenses incurred in the performance of your duties, upon presentation of a written itemized accounting.

4. *Term*. This agreement shall terminate on ______, 20__, or the date of your death, if sooner, subject to these conditions:

(a) either of us may terminate this agreement on ______, 20__, or on any subsequent ______, upon ninety (90) days' prior written notice;

(b) the Company may cancel this agreement at any time without further salary or bonus for the current calendar year, if you: (i) fail to perform your duties for reasons other than illness or incapacity; or (ii) otherwise breach the terms of this agreement.

(c) The Company may cancel this agreement at any time, if you fail to perform your duties because of illness or other incapacity. This agreement shall terminate on the date specified in a

written notice from the Company (Termination Date). The Termination Date shall not be less than thirty (30) days from the date the notice is deemed given. If you recover from your illness