## Employment Agreement

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| This Employment Agreement (the "Agreement") is made and entered into as of [DATE], 20\_\_\_\_, by and between [Employee] (the "Employee") and [Company], a [State] [entity type] (the "Company").  WHEREAS, the Company desires to employ the Employee on the terms and conditions set forth herein; and  WHEREAS, the Employee desires to be employed by the Company on such terms and conditions.  NOW THEREFORE, the parties agree as follows:  **1. Employment, Duties and Acceptance**  **1.1** The Company hereby employs the Employee to render exclusive and full-time services to the Company and to the subsidiaries of the Company engaged in the business of [type of work] and in connection therewith to devote [his or her] best efforts to the affairs of the Company and to perform such duties as Employee shall reasonable be directed to perform by management of the Company.  **1.2** The Employee hereby accepts such employment and agrees to render such services. The Employee agrees to render such services at the Company's offices located at [address], [but Employee may travel on temporary trips to such other place or places as may be required from time to time to perform his duties hereunder.]  **1.3** The Employee will perform services as a full-time [position] effective [date]. It is [a/an exempt/nonexempt] position.  **2. At-Will Employment**  **2.1** The Employee's employment will be “at will,” meaning that either the Company or the Employee can terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. | | | |
| **3. Compensation**  **3.1** As compensation for all services to be rendered pursuant to this Agreement to or at the request of the Company, the Company agrees to pay the Employee [compensation]. The compensation shall be payable in accordance with the regular payroll practices of the Company.  **3.2** The Company shall pay or reimburse the Employee for all necessary and reasonable pre-approved expenses incurred or paid by the Employee in connection with the performance of services under this Agreement. The Employee must present expense statements, vouchers, or other supporting information evidencing the nature of the expenses, and, if appropriate, the payment made by the Employee, in accordance with Company expense procedures.  **3.3** During employment, the Employee shall be entitled to participate in any group insurance, qualified pension, hospitalization, medical, health, accident, disability, and similar plans or programs of the Company now existing or hereafter established to the extent that the Employee is eligible under the general provisions of those plans or programs. Notwithstanding anything herein to the contrary, however, the Company shall have the right to amend or terminate any such plans or programs. | | | |
| **4. Employer Policies**  **4.1** Employee will be subject to all applicable employment and other policies of the Company, as outlined in the Company’s Employee Handbook and elsewhere. | | | |
| **5. Protection of Confidential Information**  **5.1** The Employee agrees that at all times during employment with the Company and following the conclusion of the Employee’s employment, Employee will hold in the strictest confidence and not disclose the Company’s Confidential Information (defined below) to anyone who is not an employee of the Company, or to any employee of the Company who does not have access to such Confidential Information, without express written authorization of the [Position Name] of the Company. Upon termination of employment, or at any time upon the Company’s request, the Employee will promptly deliver to the Company all Confidential Information which employee possesses or has under [his or her] control.  **5.1.1** “Confidential Information” means any trade secrets or proprietary information, including but not limited to, and subject to applicable law: manufacturing techniques, processes, formulas, [customer lists (except IL)], inventions, experimental developments, research projects, computer programs, operating methods, cost, pricing, and financial data, business plans and proposals, data and information the Company receives in confidence from any other party, or any other secret or confidential matters of the Company. | | | |
| **6. Ownership of Intellectual Property:**  **6.1** “Intellectual Property” means all inventions, discoveries, developments, writings, computer programs, and related documentation, designs, ideas, and any other work product made or conceived by the Employee during the Employee’s term of employment with the Company which (1) relate to the present or reasonably anticipated business of the Company, or (2) were made or created with the use of Confidential Information or any equipment, supplies, or facilities of the Company. Such property made or conceived by the Employee (or for which the Employee files a patent, trademark, or copyright application) within one year after termination of employment with the Company will be presumed to have been made or conceived during such employment.  **6.2** The Employee agrees to promptly disclose to the Company and does hereby assign to the Company all Intellectual Property, and Employee agrees to execute such other documents the Company may require in order to effectuate such assignment.  **6.3** Below is a list and brief description of all of the Employee’s unpatented inventions and unpublished writings. The Company agrees that such inventions and writings are not Intellectual Property and are not the property of the Company under this Agreement. If no listing is made, the Employee has no such inventions or properties.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **7. Notices:**  **7.1** All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by prepaid telegram, or mailed first-class, postage prepaid, as follows:  If to Employee: [Insert Address]  If to Company: [Company], [address]  or as such other addresses as either party may specify by written notice to the other as provided in this Section 7.1. | | | |
| **8. General**  **8.1.** Employee represents that they are able to accept a position with the Company and carry out the work involved without breaching any legal restrictions on their activities, such as [a non-competition, non-solicitation, or other] work-related restrictions imposed by a current or former employer. Employee confirms that they will inform the Company about any of these restrictions and provide the Company with as much information as possible, including any agreements between the employee and their current or former employer describing the restrictions on the Employee’s activities.  **8.2** It is acknowledged that the rights of Company under this Agreement are of a special, unique, and intellectual character which gives them a peculiar value, and that a breach of any provision of this Agreement (particularly, but not limited to, the exclusivity provisions hereof and the provisions of Article 5 hereof), may cause Company irreparable injury and damage which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, without limiting any right or remedy which Company may have, Employee specifically agrees that Company shall be entitled to seek injunctive relief to enforce and protect its rights under this Agreement, to the extent permitted by applicable law.  **8.3** This Agreement constitutes the entire agreement between the parties, and supersedes and extinguishes all prior drafts, agreements, arrangements, and understandings, whether written or oral, pertaining to the subject matter of this Agreement. No representation, promise, or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, or inducement not set forth in the Agreement. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.  **8.4** All provisions of this Agreement shall be applicable only to the extent they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any provision of this Agreement or any application thereof is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of other provisions of this Agreement or of any other application of such provision will in no way be affected. | | | |
| **8.5** The provisions of this Agreement shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns. This Agreement, and Employee's rights and obligations hereunder, may not be assigned by Employee. The Company may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business and assets. The Company may also assign this Agreement to any affiliate of the Company. The term "affiliate," as used in this Agreement, shall mean any corporation, firm, partnership, or other entity controlling, controlled by, or under common control with the Company. The term "control" (including "controlling," "controlled by," and "under common control with"), as used in the preceding sentence, shall be deemed to mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, firm, partnership, or other entity, whether through ownership of voting securities or by contract or otherwise.  **8.6** This Agreement may not be amended or terminated except by a writing signed by Employee and by [Position Name] of the Company.  **8.7** No waiver by the Company or the Employee of a right or remedy under this Agreement shall be deemed a waiver of any other right or remedy or any subsequent right or remedy of the same kind.  **8.8** This Agreement shall be governed by and construed according to the laws of South Dakota. The parties further agree that to the extent permitted by applicable law, any action brought to enforce any right or obligation under this Agreement will be subject to the exclusive jurisdiction of the courts of South Dakota.  IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written. | | | |
| [Company] |  | [Employee] |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |  |  |  |