

[IMPORTANT: The information and materials contained herein should not be considered or relied upon as legal advice on specific factual situations. Users are urged to consult legal counsel concerning particular situations and specific legal questions.]

LETTER EMPLOYMENT AGREEMENT - EXEMPT EMPLOYEE

Dear _____:

It was a pleasure meeting with you and we look forward to your becoming [continuing to be] a part of the Firm. As we discussed, the purpose of this letter is to set forth the basic terms and conditions of your employment with the Firm. It is important that you understand clearly what your benefits are and also what is expected of you at the Firm.

Salary: Your base salary is \$_____ per month (payable \$_____ gross salary semi-monthly). Generally, your salary will be reviewed annually in [month], but the Firm reserves the right to change your compensation from time to time on reasonable notice.

Duties: Your duties generally will be in the areas of _____, but you may be assigned other duties as needed. You will be required to use your specialized expertise, independent judgment and discretion to perform in this area with a high degree of skill, executing the Firm's objectives in this area as defined by management. Your duties may change from time to time on reasonable notice, based on the needs of the Firm and your skills, as determined by the Firm. You will be required to follow the policies and procedures in the Firm's personnel policy manual, although these policies may be amended, supplemented or revoked from time to time on reasonable notice.

Hours of Work: As an exempt salaried employee, there are no set hours for your position. However, you generally are expected to observe our regular business hours, which are currently _____ A.M. to _____ p.m., Monday through Friday. At times, the needs of the business may require that you work overtime. It is essential that you be available for overtime work.

Employee Benefits: You will be eligible for paid time off, holidays and other employee benefits which are generally applicable to exempt employees. These benefits may change from time to time, but you will receive those benefits applicable to exempt employees unless we agree otherwise.

Trade Secret and Confidential Information: During the term of this Agreement, you will have access to "Confidential Information", which includes, but is not limited to, (i) financial and other sensitive information that the Firm receives from its customers, (ii) confidential business, trade secret and financial information provided you by the Firm; (iii) personnel information (including without limitation employee compensation); and (iv) other confidential business information.

Nondisclosure of Confidential Information: You understand that information concerning the Firm's business and the business of its customers is a valuable, special and unique asset and must be held in the strictest confidence. You agree that you will not disclose information concerning the Firm's business or the business of its customers, except as required by the Firm or by law.

OPTIONAL

I have read and understand [firm name]'s policies and rules as set forth in the employee manual and other written statements provided to me. I agree to abide by such policies and any subsequent changes as set forth in writing from time to time by [firm name] and to abide by any confidentiality restrictions the firm may require.

I agree that, for the period [define period] after the termination of my employment with [firm name], I will not:

- Directly or indirectly solicit to provide any professional services such as those provided by [firm name] for anyone who is a client of the firm at any time during 12 months prior to my leaving [firm name]; or
- Directly or indirectly, without the prior consent of [firm name], solicit for employment with myself for any firm or entity with which I am associated, any employee of [firm name] or otherwise disrupt, impair, damage interfere with [firm name] relationship with its personnel.

I further agree that for a period of [define period] after the termination of my employment at the firm, I will not:

- Remove, retain, copy or utilize and confidential, privileged or proprietary information, trade secrets, or other property of [firm name]. Including but not limited to manuals, software, data files, client lists or materials, or other data, publications, or materials.
- The non-compete provisions of this agreement shall not apply to a [firm name] client for whom I perform services or with whom I've had significant and professional contact prior to becoming employed with [firm name]. If [firm name] requests me to terminate my relationship with [firm name], the non-compete provisions of this agreement will not apply to me with respect to those clients of [firm name], if any, as to which [firm name] and I reach mutual agreement.

[BACK TO REGULAR]

Ownership of Property: All Confidential Information shall be the sole property of the Firm and, where applicable, its customers. You agree that upon termination of your employment for any reason, or upon request, you will deliver to the Firm all Confidential Information as well as all documents, data, records and communications, and all drawings, models, prototypes or similar visual or conceptual presentations of any type, and all copies or duplicates provided to you or obtained by you during your employment.

You are also required to return all equipment that belongs to the Firm, upon termination of your employment or upon request.

Nonsolicitation: During your employment and for a period of two years immediately following your employment, you shall not, directly or indirectly, engage or participate in the solicitation or attempt to solicit fellow employees to work for any business that is in competition in any manner whatsoever with the business Firm.

It is our policy to strictly avoid using the proprietary or confidential information of other employers. You warrant that you will honor all obligations you may have to previous employers to respect and keep confidential their trade secrets, and you further warrant that you can perform the duties of the job we have agreed on without violating the trade secrets of any previous employer.

Terms of Employment: We hope that our association will continue for a substantial period of time, but we recognize that the future is inherently uncertain and that assurances of permanent or continuing employment are not feasible. Accordingly, in accordance with our standard policy, your employment will be "at-will". In other words, either you or the Firm can terminate it at any time for any reason, with or without cause, by giving two weeks' notice to the other party or pay in lieu thereof. However, the Firm is not required to give you notice of termination if you are terminated for cause. This term of employment is not subject to change or modification of any kind except if in writing and signed by you and the Firm and nothing herein shall be construed as a modification of your at-will employment relationship with the Firm.

Legal Authorization to Work: Your employment with the Firm is contingent on presenting and maintaining legal authorization to work in the United States.

Dispute Resolution: You and the Firm ("the Parties") agree that any dispute or claim, whether based on contract or tort or otherwise, relating to or arising out of the employment relationship between them, including the termination of that relationship, shall be resolved under the following procedures:

- A. The party claiming to be aggrieved shall furnish to the other party a written statement of the grievance identifying any witnesses or documents that support the grievance and the relief requested or proposed.

- B. If the other party does not agree to furnish the relief requested or proposed, or otherwise does not satisfy the demand of the party claiming to be aggrieved, the parties shall submit the dispute to non-binding mediation before a mediator to be jointly selected by the parties. The Firm will pay the cost of the mediation.
- C. If the mediation does not produce a resolution of the dispute, the parties agree that the dispute shall be resolved by final and binding arbitration.

The arbitrator shall have the authority to grant any relief authorized by law. [Provided, however, that nothing herein shall limit the right of the Firm to obtain injunctive relief for violation of the Firm's trade secret and confidentiality agreement.] The arbitrator shall not have the authority to modify, change or refuse to enforce the terms of the employment agreement. In addition, the arbitrator shall not have the authority to require the Firm to change any lawful policy or benefit plan. The arbitrator shall not make any award that could not be made by a court of law under the same circumstances.

The hearing shall be transcribed. The Firm shall bear the costs of the arbitration if the employee prevails. If the Firm prevails, the employee will pay half the cost of the arbitration, or [amount], whichever is less.

- D. Arbitration shall be the exclusive final remedy for any dispute between the parties. At the conclusion of the arbitration, the arbitrator shall submit to the parties written findings of fact and conclusions of law which form the basis of the arbitrator's findings and/or award.
- E. The parties agree that no dispute shall be submitted to arbitration where the party claiming to be aggrieved has not complied with the preliminary steps provided for in paragraphs (A) and (B) above. The Firm reserves the right to cancel this provision on 30 days' notice, provided that disputes already begun under this section shall not be affected. The Firm reserves the right to cancel this provision upon 30 days' written notice.

Governing Law: This agreement shall be construed under the laws of the State of [name of state] and the prevailing party to any litigation to enforce the terms of this agreement shall be entitled to attorneys' fees and costs.

Integrated Agreement: Please note that this agreement supersedes any prior agreements, arrangements or understanding concerning your employment, and that it constitutes the full, complete and exclusive agreement between you and the Firm [as to all matters covered herein]. This at-will agreement may not be modified except by written agreement signed by you and [name] of the Firm.

Severability: If one or more clauses in this agreement are determined to be unenforceable for any reason, the remainder of the agreement shall remain in full force and effect.

We look forward to your joining our firm. In order to confirm your agreement with and acceptance of these terms, please sign one copy of this letter and return it to me. The other copy is for your records. If there is any matter in this letter which you wish to discuss further, please do not hesitate to speak to me.

Very truly yours,

AGREED AND ACCEPTED

Date: _____

[Name of Employee]