



EMPLOYMENT AGREEMENT

Key Employee – Small Company with Profit Sharing Bonus

This Employment Agreement (this “Agreement”), dated [____] for convenience and is effective as of the Effective Date (defined below), by and between [____], a [____] (the “Company”) and [____] (“Employee”).

RECITAL

The Company desires to employ Employee and Employee desires to be employed by the Company upon the terms and conditions set forth herein. This Agreement shall amend and replace for all purposes any written or oral agreement(s) between the Company and Employee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Term

1.1 **Term.** The Company hereby employs Employee and Employee hereby accepts such employment with the Company for a period of [____], commencing on the Effective Date (defined below), unless extended or earlier terminated as hereinafter provided (as so extended or terminated, the “Term”). The Term shall automatically extend for additional [____] periods, upon the same terms and conditions as the original Term, unless the Company or Employee, at the sole discretion of either of them, and no later than [____] prior to the expiration of the Term (including without limitation any renewal thereof), by written notice to other party stating that the Term shall not renew, whereupon the Term shall expire at the end of the then current Term.

1.2 **Effective Date.** The Company and Employee understand and agree that this Agreement shall not become effective until the date (“Effective Date”) that the Company has completed the acquisition of [____] on terms satisfactory to the Company and the Company has determined [____] is ready to start operations. If the Company does not complete such Acquisition or has determined [____] is not ready to start operations by [____], then this Agreement shall automatically terminate, effective the date first stated above, without any action or notice by any party and shall be null and void for all purposes.

2. Duties and Responsibilities

2.1 **Title.** Employee shall serve the Company and any affiliates of the Company that operate [____] and is so designated by the Company as [Job Title], or such other title or position as may be designated from time to time by the Company. The Company has no obligation to expand the Company’s business or establish such additional facilities or affiliates or so designate Employee.

2.2 **Duties.** Employee shall report to and perform the duties and responsibilities assigned to him by the Company’s President, or such other person as may be designated by the Company at time to time, including without limitation the following duties:

- (a) Recommendations to the President for hiring and dismissing of staff, including [_____], manufacturing, shipping/receiving, bookkeeping, marketing and other staff;
- (b) Training staff, including [_____] and other staff;
- (c) Oversight of personnel and delegation of responsibility;
- (d) Various human resource (“HR”) functions, it being understood that an HR administrator is expected to eventually take over these responsibilities;
- (e) Oversight of payables, receivables and payroll;
- (f) Oversight of the facility and equipment, including proper coordination of maintenance;
- (g) Negotiation of sales and supplier agreements, and other operating agreements as necessary;
- (h) Coordination of marketing and sales efforts, and monitoring of results;
- (i) Development and maintenance of relationships with customers, suppliers, shippers and related business partners;
- (j) Development of product lists, pricing and shipping schedules;
- (k) Research growth opportunities with emerging technologies;
- (l) Develop and maintain procedures and policies regarding facility and employee safety, hazardous material handling, OSHA compliance, and compliance as necessary with any other governmental regulatory agencies;
- (m) Assist in obtaining and keeping in place any necessary insurance policies;
- (n) Recommendations to the President on how to maximize short and long term profitability of the Company;
- (o) Report to the President on the above items as and when requested in a timely manner;

And,

- (p) Such other activities as may be assigned to Employee by the President, to maintain the operations and profitability of the Company.

The President of the Company shall have final decision making authority over all Company matters including without limitation matters described in Section 2.2 and all agreements, contracts, marketing plans, marketing budget and hiring and firing decisions as well as execution of all contracts. The authority of Employee is limited to those matters expressly set forth in this Section 2.2 or assigned to Employee by the President in writing.

2.3 Certain Covenants.

- (a) Employee covenants and agrees that so long as he is an employee of, or consultant to, the Company, he shall not, alone or in association with or acting for or on behalf of any other person or

entity, directly or indirectly, (i) make or promise or agree to make any contribution, gift, bribe, rebate, payoff, insurance payment, kick-back, or other payment to any person or entity, private or public, regardless of form, whether in money, property or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the Company or any affiliate thereof or (iv) in violation of any law.

(b) In the event Employee shall breach any of his agreements above in this Section 2.3, because of the potential for serious adverse consequences to the Company, he agrees that in addition to and without limitation of any other rights or remedies of the Company (or any affiliates thereof) at contract, in law or otherwise, he agrees that he shall forfeit and return to the Company (or any applicable affiliates) any bonus previously paid to him and, in addition, shall forfeit and not receive any unpaid bonus, whether or not yet earned.

2.4 Efforts. Employee agrees to devote his full time and attention to the Company, to use his best efforts to advance the business and welfare of the Company, to render his services under this Agreement fully, faithfully, diligently, competently and to the best of his ability, and not to engage in any other Employment, employment or other business activities.

2.5 Location. Initially, Employee shall perform his services at the Company's office to be located at [_____], but Employee may be required to travel to other geographic locations in connection with the performance of his Employment duties.

3. Compensation

3.1 Salary. Employee's initial base salary shall be [_____] per calendar quarter ("Base Salary") payable bi-weekly, or otherwise in accordance with the Company's standard payroll practice.

3.2 Bonus. For each calendar quarter during the Term, Employee shall be eligible to receive a Bonus equal to [_____] % of Net Cash for the quarter.

"Net Cash" means amount of cash in the Company's bank account above the Working Capital Minimum, defined as \$[____], or such other amount as determined by the President in his sole discretion, to meet the working capital needs of the Company. Any such bonus shall be paid only to the extent that payment would not interfere with maintenance of such Working Capital Minimum. For the avoidance of doubt, Net Cash is the result of: Gross Revenues from operations of the Company less all expenses of the Company including:

- (i) Employee's salary;
- (ii) Compensation, if any, paid to the President of the Company, in any case no more than the amount of salary paid to Employee;
- (iii) Extraordinary items of income;
- (iv) The Company's taxes on income;
- (v) Repayment of equity ("Base Equity") to [_____] in the amount of \$[____] or more amortized in [____] equal monthly installments plus an amount of [____] % of the amount of outstanding Base Equity each month;

- (vi) Repayment of any subsequent additional Base Equity contributions;
- (vii) Equipment purchase, financing and lease payments, fees and costs;
- (viii) Loan principal and interest payments;
- (ix) Any and all other expenses and costs of the Company of any kind or nature whatsoever in the normal course of business.

The amount of Base Salary paid to Employee will be calculated on a cumulative basis over the Term so that, although the Bonus will be calculated quarterly, at the end of any quarter the excess, if any, of [_____] % of cumulative Net Cash over the cumulative Base Salary paid or payable to Employee through the end of the subject quarter will be determined, reduced by, and a credit given, for the aggregate bonuses, if any, previously paid or payable to Employee.

For illustrative purposes only, if there were net losses during the first quarter, so that "Net Cash" equaled minus \$[____], but Net Cash for the second quarter equaled \$[____], then no Bonus payment would be made for the first quarter. In that example, at the end of the second quarter cumulative Net Income would equal \$[____], percent [____] % of which would equal \$[____] and such \$[____] would not exceed the cumulative \$[____] Base Salary paid or payable to Employee for such two quarters, so no Bonus payment would be made for the second quarter. For a further illustration only, if there was Net Cash during the first quarter of \$[____], [____] % of which equals \$[____], which would exceed Employee's Base Salary for the first quarter of \$[____], so \$[____] would be payable to Employee as a Bonus, assuming the reserve requirements were met.

In the event other or additional facilities are operated by Company or affiliates of the Company and Company designates Employee to serve as [Title] with respect to such facilities of the Company and/or its affiliates, then, Net Cash for all such facilities shall be aggregated and repayment of capital contributions and maintenance of reserves would be treated as described above for all facilities and affiliates including any new facilities and affiliates.

3.3 Withholdings. The Company shall deduct and withhold from all compensation payable to Employee (including any bonus payments) hereunder any and all applicable federal, state and local income and employment withholding taxes and any other amounts required to be deducted or withheld by Company under applicable statutes, regulations, ordinances or orders governing or requiring the withholding or deduction of amounts otherwise payable as compensation or wages to employees.

3.4 No Equity. Anything herein or elsewhere to the contrary notwithstanding, in no event shall Employee have any equity or equity interest of any kind whatsoever in the Company or any affiliate of the Company, and nothing herein is intended to, nor shall it, constitute a grant of equity, or a partnership or joint venture relationship.

4. Expense Reimbursement

Employee shall be entitled, in accordance with the reimbursement policies of Company in effect from time to time, to receive reimbursement from Company for reasonable and customary business expenses incurred by Employee in the performance of his duties hereunder, provided Employee furnishes Company with vouchers, receipts and other details of such expenses in the form required by Company sufficient to substantiate a deduction for such business expenses under all applicable rules and regulations of federal and state taxing authorities.

5. **Benefits**

Employee acknowledges and agrees and it is the intent of the parties hereto that Employee receive no Company-sponsored benefits from the Company either as an employee or consultant. Such benefits include, but are not limited to, paid vacation, sick leave, medical insurance, and 401(k) participation. Employee will receive no benefits except those mandated by state or federal law, even if by the terms of the Company's benefit plans in effect, Employee would otherwise be eligible for such benefits. In the event that Employee desires to take time off from rendering his services without salary, he shall consult with the Company's President before doing so to determine a mutually agreeable schedule.

6. **Termination**

6.1 **For Cause.** Company shall have the right to terminate or not renew (as applicable) the employment of Employee hereunder without prejudice to any of its other rights or remedies, immediately upon notice to Employee at any time after the occurrence of any of the following events:

(a) In the event that Employee shall fail (other than by reason of incapacity) to perform any material duties incident to his employment or, if later applicable, his employment or otherwise shall breach any of the material terms, covenants or restrictions on his part to be performed or observed under this Agreement, which failure or other breach, if curable, is not cured by Employee within [___] days after notice specifying such failure or other breach in reasonable detail shall have been given to Employee by Company, provided that no cure period shall be applicable for a breach of Sections 2.3, 8 and 10.5;

(b) In the event that Employee shall repeatedly or willfully fail to carry out the reasonable lawful directives of Company, which repeated or willful failure is not cured by Employee within [___] days after notice specifying such failure in reasonable detail shall have been given to Employee by Company;

(c) In the event that Employee shall be indicted of a felony criminal offense of any nature (other than such felony indictment as disclosed to the Company in writing as of the date of this Agreement) or a misdemeanor criminal offense involving fraud, dishonesty or moral turpitude, or shall plead nolo contendere or its equivalent as to any of the foregoing, or shall be incarcerated for any reason even as to a previous disclosed indictment;

(d) In the event that Employee shall commit any other acts that, in the reasonable judgment of Company, constitute gross negligence, malfeasance or nonfeasance with respect to the duties incident to his employment, including, without limitation, the practice of medicine, alcoholism or drug addiction, theft, dishonesty, mental incompetence, physical violence or sexual harassment;

(e) In the event that Employee shall fail to perform the duties incident to his employment on a full-time basis with a reasonable degree of competence for any period of [___] consecutive days, or for an aggregate period of [___] days at any time during the Term, because of illness, injury or other mental, emotional or physical incapacity of Employee;

(f) In the event Employee voluntarily terminates his employment hereunder, including by giving notice of non-renewal of the Term, which (in either case) he may do only upon [___] days' prior notice to Company.

6.2. **Death.** The employment of Employee hereunder shall terminate automatically upon the death of Employee, without requirement of any notice given by Company.

6.3. Without Cause. Company may terminate Employee's employment hereunder without cause at any time, effective [___] days after notice thereof to Employee and thereupon Employee shall be entitled to his salary to such effective termination date payable in accordance with Company's prior payment practices regarding Employee.

7. Effect of Termination

In the event of any termination (or the expiration) of the employment of Employee hereunder, Company shall (i) pay to Employee all salary due him hereunder prior to the effective date of such termination (or expiration) prorated as of the effective date of such termination (or expiration), (ii) reimburse Employee for all authorized expenses paid or incurred by him hereunder and unpaid vacation days, prior to the effective date of such termination (or expiration) and (iii) if a bonus would have been paid for such quarter that Employee was still employed, then a bonus shall be paid to Employee in an amount which is allocated prorata for the portion of time that the Employee worked in such quarter. The amounts above shall be paid within [___] days after termination (or expiration) of Employee hereunder. All payments or other compensation (if any) due to Employee from the Company pursuant to this Section shall be subject to withholding taxes and similar payroll deductions required under all applicable laws, rules and regulations. No other payments, compensation or benefits shall be due Employee upon a termination or expiration hereunder.

8. Restrictive Covenants

8.1 Non-Competition. During the Term, Employee shall not, for his or a third party's benefit, engage directly or indirectly, as principal, agent, employer, Employee, director, officer, stockholder, partner or other equity owner or in any other individual or representative capacity, in any business activity or investment, either directly or indirectly, which is competitive with any of the business projects, rights or interests of the Company or any of its affiliates, whether or not such business activity or investment is pursued for gain, profit or other monetary advantage (other than in his capacity as a Employee hereunder for the benefit of the Company and/or its affiliates and in his capacity as an officer, or, if applicable, director and/or shareholder, of the Company and/or its respective affiliates.) Nothing herein contained, however, shall be construed to prohibit Employee from engaging, either directly or indirectly, in passive investments in any securities not exceeding five percent of all outstanding securities of any corporation or other business entity that is publicly-listed on a recognized stock exchange (including "over the counter"), provided that Employee shall not render any services of any kind to the issuer thereof, whether in connection with such investment or otherwise. References in Section 8 to "Company" shall include the Company and any affiliates of the Company.

Should Employee's consultancy or, if later applicable, employment terminate for any reason, including without limitation expiration of the Term, Employee agrees that for a period of [___] thereafter, he shall not, for his or a third party's benefit, engage directly or indirectly, as principal, agent, employer, Employee, director, officer, stockholder, partner or other equity owner or in any other individual or representative capacity, in any business activity or investment, either directly or indirectly, which is competitive with any of the business projects, rights or interests of the Company or any of its affiliates, whether or not such business activity or investment is pursued for gain, profit or other monetary advantage (other than in his capacity as a Employee hereunder for the benefit of the Company and/or its affiliates and in his capacity as an officer, or, if applicable, director and/or shareholder, of the Company and/or its respective affiliates.) Nothing herein contained, however, shall be construed to prohibit Employee from engaging, either directly or indirectly, in passive investments in any securities not exceeding five percent (5%) of all outstanding securities of any corporation or other business entity that is publicly-listed on a recognized stock exchange (including "over the counter"), provided that Employee

shall not render any services of any kind to the issuer thereof, whether in connection with such investment or otherwise.

8.2 Hiring of Company Employees. During the Term or, should Employee's employment hereunder during the Term be terminated voluntarily or involuntarily, for cause or without cause, Employee shall not, and shall not for a period of [___] after such date of termination, directly or indirectly, as principal, agent, employer, Employee, director, officer, stockholder, partner or other equity owner or in any other individual or representative capacity, disrupt, damage, impair, interfere with or solicit in any way whatsoever or employ any of the employees of the Company or any of its affiliates.

8.3 Confidentiality. Upon termination of his employment with the Company, Employee shall, upon request, immediately return to the Company all documents in his possession which relate to the Company's business or financial information, and shall execute a written acknowledgment stating that all such documents have been returned to the Company. All information that Employee obtains from the Company during the Term of this Agreement relating to the business and management of the Company, including but not limited to [____], [____] or other parties to any agreement involving the Company, customers or suppliers with whom the Company or its agents including, without limitation, Employee, discussed or negotiated agreements or other agreements within [___] prior to the date of termination of employment or consultancy, whichever occurs later, data and client lists, shall be considered the confidential and proprietary information of the Company. Employee agrees that the confidential and proprietary information disclosed to him by the Company or obtained by him during his employment with the Company shall be retained in strict confidence and shall not either directly or indirectly, be divulged to others or be appropriated for the Employee's personal use without the prior written consent of the Company. This obligation of secrecy and non-use shall survive the termination of this Agreement.

8.4 Intellectual Property Rights. During the term of Employee's employment with the Company, any and all inventions, data, improvements, writings or work product developed by the Company and gathered by the Employee through, relating to or in connection with the performance of his consultancy or his employment with the Company, and all title, ownership, intellectual property rights or any other proprietary rights relating thereto, shall belong to the Company.

8.5 Litigation and Regulatory Cooperation. During and after Employee's employment, Employee shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while Employee was retained as an employee of the Company. Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after Employee's employment, Employee also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Employee was retained as an employee of the Company. The Company shall reimburse Employee for any reasonable out-of-pocket expenses incurred in connection with the Employee's performance of obligations pursuant to this Section 8.5.

8.6 Indemnity. Employee further agrees to indemnify and hold harmless the Company and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorney's fees and other legal expenses, arising directly or indirectly from (i) any negligent, reckless or intentionally wrongful act of Employee, (ii) (any breach by Employee or of any of the covenants contained in this Agreement.

9. Resignation

Upon the expiration of the Term or the earlier termination of employment of Employee, with or without cause, and whether or not termination is disrupted, upon the request of the Company, in the event Employee shall ever become an officer or director of the Company or any affiliate of the Company (it being understood that there is no obligation on the part of the Company, any such affiliate or any owners of the foregoing to hire, appoint, designate or vote Employee to be such an officer or director), Employee shall promptly resign from each position that he may have as a director or officer of the Company or as a director or officer of any of its affiliates. In such event, Employee forthwith shall execute and deliver any and all documents to evidence such resignation as the Company reasonably may request from time to time consistent with the terms of this Agreement.

10. Governing Law, Forum, Mediation and Arbitration

10.1 Law, Venue, Etc. This Agreement and the respective rights and obligations of the parties hereunder shall be governed by the laws of [_____]. The parties irrevocably agree that any action, suit, mediation, arbitration or other proceeding arising out of or related to this Agreement or the relationship between the parties created hereby shall be conducted only in [_____]. The parties irrevocably waive any objection to such venue, including without limitation obligations based on an inconvenient forum.

10.2 Mediation. Before any party initiates any arbitration proceeding in connection with any alleged breach of this Agreement, the parties shall first participate in a mediation. The mediation shall be attended in person by Employee and an officer of the Company with decision-making authority, counsel for any party who wishes for his or its counsel to attend, and a mediator of the American Arbitration Association or other mediator mutually agreeable to the parties. The mediation shall take place in [_____], at a place to be designated by the mediator, and shall last for at least [____] hours, unless the mediator declares an impasse and adjourns the mediation sooner or all disputes are sooner resolved. The mediation may last longer or include additional mediation sessions, if all parties and the mediator consent. The Company shall pay all costs and expenses of such mediation, and the Company and Employee each shall pay separately its own counsel fees. The mediation shall take place as soon as practical, but no later than [____] days after either party notifies the other that a mediation under this provision is requested. The mediation shall be subject to applicable laws protecting the confidentiality of mediation. In the event the mediator declares an impasse or if either party determines and gives notice to the other party that the mediation is unsuccessful, the parties shall proceed in accordance with the provisions of Section 10.3 hereof.

10.3 Arbitration. Except for seeking injunctive relief, and subject to first complying with Section 10.2 except for claims for injunctive relief, in the event of any controversy, dispute or claim arising out of or related to this Agreement, or the interpretation, breach, termination or validity hereof, the parties shall submit such controversy, dispute or claim to binding arbitration hereunder. All arbitration proceedings pursuant to this Section shall be before a retired judge of the [_____] or such other arbitrator as the parties shall mutually agree. In the event the parties are unable to agree upon the selection of an arbitrator, either party may request the presiding judge of the [_____] to appoint such arbitrator. Arbitration of the dispute shall commence no later than [_____] days after the selection or appointment of such arbitrator. The arbitrator shall be bound by the express terms of this Agreement and shall endeavor to reach his or her decision as quickly as possible, which decision shall be final and binding on the parties to this Agreement. Application to enforce the arbitrator's decision can be made in any court or other tribunal of competent jurisdiction. The Company shall pay all costs and expenses of the arbitrator, and the Company and Employee each shall separately pay its counsel fees and costs. THE

PARTIES HERETO WAIVE A JURY TRIAL IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT.

10.4 EMPLOYEE HAS READ AND UNDERSTANDS SECTION 10, WHICH DISCUSSES ARBITRATION. EMPLOYEE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EMPLOYEE AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTION 10, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF EMPLOYEE'S RIGHT TO A JURY TRIAL AND RIGHT TO APPEAL AND APPLIES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES.

10.5 Equitable Relief Each party agrees that a monetary remedy for any breach or threatened breach of any provision of this Agreement would be inadequate and impracticable and extremely difficult to prove, and that such breach or threatened breach would cause the other parties irrevocable harm. Accordingly, each party agrees that the other party shall be entitled to temporary and permanent injunctive relief, specific performance and other equitable relief for any breach or threatened breach of any provision of this Agreement, including, without limitation, the provisions of Sections 2 and 8, without the necessity of proving actual damages. Nothing contained in this Section, however, shall be deemed to constitute a waiver of the right of arbitration or shall be construed as prohibiting or precluding any party from pursuing any other rights and remedies that may be available to such party for such breach or threatened breach, including, without limitation, recovery of damages from the defaulting party.

10.6 Litigation. Employee covenants and agrees that, except for the purpose of enforcing any arbitration award pursuant to this Agreement, he shall not, directly or indirectly, commence a litigation, law suit or other proceeding (other than an arbitration as provided for herein) against the Company, any affiliate of the Company or otherwise involving this Agreement or any amendment, restatement or replacement thereof.

11. Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by facsimile (with evidence of transmission) or by reputable overnight courier (with evidence of delivery), to the following addresses or to such other addresses as the parties hereto may hereafter designate in writing: (i) if to the Company, to [_____]; Attention: President; and (ii) to Employee, to [_____]. All communication sent facsimile or reputable overnight courier shall be deemed given as of the date of delivery.

12. Entire Agreement

This Agreement contains the complete and entire understanding of the parties.

13. Assignment and Successors; Binding Effect

The rights and obligations of Employee under this Agreement may not be assigned, transferred, pledged or otherwise encumbered by Employee without the prior written consent of the Company in its sole discretion, this Agreement being intended to secure the personal services of Employee. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the party's hereto and there respective heirs, legal and personal representatives, successors and permitted assigns.

14. Modification, Waiver and Remedies

Any amendment or modification of this Agreement must be in writing signed by the Employee and the President of the Company. No waiver of any rights or obligations under this Agreement or of any objection to any act or omission connected therewith shall be claimed or implied by any party, or be deemed to constitute a consent to the continuation of any such act or omission, unless in writing signed by the party against whom enforcement of such waiver or consent is sought. No remedy or election hereunder shall be deemed exclusive, but shall be deemed cumulative with all other remedies at law or in equity whenever possible.

15. Severability

In the event any provision, clause or application of this Agreement is invalidated or unenforceable for any reason whatsoever, this Agreement shall remain binding and in full force and effect to the maximum extent permitted under applicable law, except for such invalidated or unenforceable provision, clause or application. If any injustice or frustration of purpose shall result therefrom, however, the parties shall negotiate in good faith to provide adjustments to ameliorate the effects of such injustice or frustration of purpose in a manner consistent with the original intent of the parties.

16. Section Headings

The section headings contained in this Agreement are solely for the purpose of convenience and shall neither be deemed a part of this Agreement nor are used in any interpretation hereof.

17. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

18. Attorneys' Fees

Without limitation of the arbitration provisions of Section 10 above, in any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, in addition to any other relief to which that party may be entitled.

19. Construction

The words "includes" and "including" and other forms thereof, when used in this Agreement, shall be deemed to include thereafter the words "without limitation."

20. Independent Counsel

Each party acknowledges that it/he has been, or has had a full opportunity to, but has declined of its/his sole discretion to be, represented by counsel of its/his own choice in connection with this Agreement. Each party and its counsel cooperated in the drafting and preparation of this Agreement and any and all drafts relating thereto shall be deemed the work product of the parties and may not be construed against any party by reason of its preparation. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intentions of the parties and this Agreement. No deletion, addition, revision, change or other alteration in drafts of this Agreement shall be used for the purpose of construction or interpretation of any term, provision or language of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date and year first above written.

THE COMPANY:

By: _____
President

EMPLOYEE:

[Name]