

Sample Employment Contract

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EMPLOYMENT AGREEMENT

This Employment Agreement is made effective for all purposes and in all respects as of this ____ day of _____, 2004, by and between **MEDLAWPLUS.COM, INC.** (hereinafter known as "Employer") and **BOB SMILEY** (hereinafter known as "Employee") who shall collectively be known herein as "the Parties".

RECITALS:

WHEREAS, Employer is engaged in the business of operator of online RFP system and interactive legal forms system;

WHEREAS, Employer wishes to employ Employee and Employee wishes to accept such employment on the terms and under the conditions recited below;

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Capacity of Employment. The duties to be performed by Employee for Employer are generally described as follows: maintain site, code new forms pages, respond to user inquiries for technical support.

1. Employee shall have the following title: code monkey.

B. Term of Employment—At Will Employee. Employer shall employ Employee in the capacity set forth above commencing on 10-1-2004 (or such other date as the Parties may agree to) and continuing, with no fixed termination date, until either Party shall give proper notice of termination of this employment agreement to the other.

1. **No fixed contract period.** There shall be no fixed date for termination of this employment agreement and it shall continue indefinitely until either Party gives proper notice to the other as required in this paragraph. Furthermore, Employee specifically waives any rights he or she may or may not have under state law (such as the Model Employment Termination Act or like legislation) requiring that any and all termination of employment be "for good cause". This is an "at will" employment arrangement and, as such, no cause is required by either party for termination hereof.
2. **Notice Period.** Any Party wishing to give notice of termination of this agreement, or of an intention not to renew at the end of a contract period, shall give the other Party ten days advance notice. The notice period does not commence until actually received by the other Party. Should state or federal law require a longer notice period, the longer notice period so required under the law shall be applicable to this contract.
3. **Method of Notice.** Notice of termination or an intention not to renew this contract shall be given in writing delivered by any method.

4. **Notice To Employer.** All notices under this contract to be given to Employer shall be communicated to: **Joe Raymond** at MedLawPlus.com, Inc., 3823 Connecticut Street, St. Louis, MO 63116.

C. Termination for cause. Employer may terminate this employment agreement at any time "for cause", the grounds for which are defined below. In the case of termination for cause, Employer shall have no obligation to Employee for salary, bonus, or other compensation or any other form of benefits under this agreement except for: (a) compensation earned prior to the effective date of termination, (b) vested benefits Employee has accrued under any retirement or deferred compensation plan sponsored by Employer, or (c) other benefits mandated under state or federal law for departed employees (such as COBRA health benefits). Also, in the case of termination for cause, Employer shall reimburse Employee for all appropriately documented expenses incurred by Employee before the termination date that are otherwise reimbursable to Employee under this contract. The "notice period" and "notice method", if any, contained in paragraph B above do **not** apply to termination for cause. Employer must give actual notice to Employee of termination for cause but may deliver said notice by any manner, either orally or in writing. Employer may make termination for cause effective immediately. Should state or federal law require a notice period, the notice period so required under the law shall be applicable to this contract. **This is an "at will" employment contract** wherein no cause is required for termination. This paragraph concerning "for cause" termination, if triggered through commission of the below acts by the Employee, merely allows the Employer to terminate without complying with the notice provisions contained in the preceding paragraph.

Grounds For "Cause" Termination. Commission of any of the following acts by Employee constitute grounds for the Employer to terminate Employee "for cause" under this paragraph:

1. Employee is charged with a felony crime;
2. Employee commits a crime of moral turpitude such as an act of fraud or other crime involving dishonesty;
3. Employee uses illegal drugs;
4. Employee fails to perform his or her duties in a competent manner;
5. Employee violates his or her duties of confidentiality and/or non-competition under this agreement;
6. Employee accepts an offer for future employment with a competitor of employer;
7. Employee fails to comply with directives from superiors, the company board of directors or managing officers, or written company policies;
8. Employee commits any act or acts that harm the Company's reputation, standing, or credibility within the community(ies) it operates or with its customers or suppliers;
9. Employee fails to perform the duties assigned to him or her for any reason;

D. Required Confidentiality. For so long as Employee shall remain employed by Employer and for a period of one year after termination of employment with Employer for any reason, Employee shall not disclose or communicate any "Confidential Information" of Employer to any person or entity other than Employer nor use said "Confidential Information" for any purpose or reason other than the benefit of Employer. For purposes of the preceding sentence, "Confidential Information" means (but is not limited to) any information regarding Employer's business methods, business policies, procedures, techniques, research or development projects or results, sales information of any kind, financial information of any kind, trade secrets or other knowledge possessed by Employer which is not generally known by individuals outside of the Employer (including Employer's employees, consultants, and advisors). Also, "Confidential Information" shall additionally include, but not be limited to, the follow information of Employer:

1. Customer lists or other customer information;
2. Sales strategy, tactics, or methods;
3. Information pertaining to products or services under development;

4. Internal company reports of any kind;
5. all marketing strategies for site.

E. Noncompete Agreement. [This paragraph is not used in this agreement.]

F. Employee Compensation. For all services rendered by Employee under this agreement, Employee shall be entitled to a salary of \$50,000 yearly.

Additional Benefits. Employer further agrees to pay for and provide to Employee during the period of employment, the following benefits in addition to the compensation stated above:

Additional Benefit	Further Description ("X" indicates no description for included benefit)
Vacation	2 weeks paid vacation per year
Parking at work location	X
Participation in Health Insurance Plan	X

For all above-listed benefits subject to a written Employer plan, the Employee's eligibility to receive said benefit shall be governed by the eligibility requirements contained in the Employer plan. For example, if the Employer plan for health insurance provides that any employee must work 40 hours per for 12 weeks prior to becoming eligible to participate, Employee shall be bound by this limitation (as are all of Employer's employees) and not receive health insurance under the plan until the participation requirements have been satisfied. Employer shall make all plan documents, or accurate summaries thereof, available for inspection by Employee.

G. Employee Expenses to be Reimbursed by Employer. [This paragraph not used in this agreement.]

H. Equipment to be provided by Employer to Employee. [This paragraph not used in this agreement.]

I. Intellectual work product. Any writing, invention, process, creative mark or other work which Employee may make or conceive of, either alone or with others, at any time while Employee is an employee of Employer which in any way relates to the business of Employer, shall be the sole property of Employer and Employee shall have no rights in nor claims thereto (including, but not limited to, rights or claims accruing under the copyright, trademark, or patent laws of any country).

J. Remedies in Event of Breach of Paragraphs D, E, or I. Employee hereby recognizes that irreparable damage will result to the Employer, and to the business of the Employer, in the event of breach by Employee of any of the covenants and assurances contained in paragraphs D (Confidentiality), E (Noncompetition), or I (Intellectual Work Product) above (should these paragraphs be used in this contract). As such, in the event of breach of any of the covenants and assurances contained in paragraphs D, E or I of this contract, Employer shall be entitled to enjoin and restrain Employee from any continued violation of any term of paragraphs D, E and/or I hereof. This equitable remedy shall be in addition to (and not supersede) any action for damages Employer may have for breach of any part of this agreement.

- a. Indemnification of Attorneys Fees and out-of-pocket costs. Should Employee breach this agreement, Employer shall be indemnified by Employee for its reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this agreement.

K. Survival of Paragraphs D, E, and H through S. Should either party lawfully terminate this agreement, paragraphs D, E, and H through S hereof shall survive any such termination and remain in full force and effect until the expiration of their legal enforceability.

L. Integration. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, and covenants, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement. Should the language of this contract conflict with any Employer manual or memorandum, the language of this contract shall control unless the external document specifically states that it shall act as a modification of company employment contracts and the Employee consents to this modification.

M. Non-Assignability by Employee. This is a personal service contract which must be performed by the individual named herein as Employee and, as such, performance hereof may not be assigned or subcontracted without the express written consent of Employer. However, Employer retains the power to assign or transfer its rights under this agreement.

N. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

O. Modification. Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

P. Acknowledgements. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

Q. Return of Materials. Employee agrees that upon the termination of his or her employment with Employer for any reason whatsoever, Employee will promptly return to Employer all manuals, records, training materials, and other Confidential Information (described in paragraph D above) in his or her possession as well as equipment, if any, given to Employee by Employer for use in performance of his or her duties.

R. Effect of Waiver of Breach. The waiver by the Employer of a breach of any of the provisions of this agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

S. Exclusive Jurisdiction for Suit in Case of Breach. The Parties, by entering into this agreement, submit to jurisdiction in St. Louis City, MO for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of St. Louis City, MO shall have **exclusive** jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sounds in contract, tort, or other areas of the law.

T. State Law. It is intended that this Agreement be valid and enforceable under the laws of the state of Missouri, and that the laws of this state shall govern the agreement's interpretation.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Employer and Employee affix their signatures hereto.

EMPLOYER

EMPLOYEE

MedLawPlus.com, Inc.
By: Joseph Raymond
Title: President
Dated: _____, 2004

Bob Smiley

Dated: _____, 2004

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(Note: This page is not to be attached to your employment agreement.)

INSTRUCTIONS REGARDING EXECUTION OF YOUR EMPLOYMENT AGREEMENT

- A. We recommend that you execute two originals of this document and give one to each party.
- B. Please make sure the document is dated as of the date of signing.
- C. What if I decide to make changes to my document? We will keep your responses to the online questionnaire in our database for 60 days after the date of purchase. You may go to the User Administration section of our site to call up your form questionnaire and make changes—the URL is <https://www.medlawplus.com/user/>. You shall need your "user name" and "password" to re-enter the system. Once in the User Administration area, click on the text link to your form questionnaire which is located on the upper-left of the page. Make the desired changes to your responses in the questionnaire and submit to create a revised document. If you have problems calling up your old data, email us at administrator@medlawplus.com. We do our best to give a prompt response to all inquiries, usually within a few hours. NOTE: Upon registration, our system emailed to you our record of your "user name" and "password".

DISCLAIMER

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