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EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made this ___day of May 201___, by and between _____, an Illinois corporation ("Employer") and _____("Employee").

WITNESSETH:

WHEREAS, Employer desires to employ Employee and Employee desires to be employed by Employer as _____;

WHEREAS, the Employer and the Employee desire to enter into a contract to provide for the employment of Employee as _____ pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Duties and Compensation. The duties of Employee shall encompass, but are not necessarily limited to, the job description attached to this Agreement and incorporated herein by this reference as Exhibit "A". During the term of employment, the Employee shall report to, and shall act under the direction of, the President of the Employer. Compensation and benefits for this position shall be as set forth in Exhibit "B" attached to this Agreement and incorporated herein by this reference. In addition to Employee's duties set forth on Exhibit "A", Employee will be asked to perform tasks for Employer's affiliates (as hereinafter defined) as directed by Employer.
2. Term. The Employer hereby employs the Employer, and the Employee hereby agrees to serve the Company, for a term (the "Term of Employment") beginning on _____, the effective date, and ending upon termination of employment as provided in Section 3 hereof.
3. a) Termination. Employee's employment with Employer is at-will; that is, Employee or the Employer may terminate Employee's employment at any time with or without cause or reason. If Employer terminates Employee without cause, it will provide a thirty (30) day written notice to Employee. Any action by Employer to terminate Employee's employment without cause must be approved by all of the members of Employer other than Employee. Employee's position with the Employer is not guaranteed employment and it is agreed, by the parties hereto, that Employee does not have to continue working for the Employer for any specific period.

b) "With Cause" Termination. Employee's employment may be terminated by Employer with cause with or without notice. Termination by Employer "With Cause" shall be defined

as:

- (1) Employee has violated any covenant or agreement contained in Paragraph 4 of this Agreement;
- (2) Employee has misappropriated funds or property of Employer or its "affiliates" (as hereinafter defined);
- (3) Employee's conviction of a felony or crime involving moral turpitude;
- (4) Employee's failure or refusal to perform the reasonable and material duties assigned to him hereunder, failure to perform any other material covenant or agreement contained herein, insubordination, material misrepresentation, failure of projects or programs under Employee's supervision and scope of responsibility to meet budget for one calendar quarter in any given year, or failure to comply with state, federal or local laws; or
- (5) Employee's engagement in a course of illegal or improper conduct tending to place Employee, Employer, or any affiliate in disrepute or to otherwise reflect adversely upon same.

c) Compensation Upon Termination With Cause and Employee Resignation. If Employee's employment is terminated by Employee's resignation or by Employer With Cause, Employee shall forfeit all rights to bonus compensation, if any, which is unpaid, except as set forth on Exhibit "B" or any Amendment hereto, but Employee shall be entitled to receive all base compensation earned prior to the effective date of termination; provided, however, that all such "final compensation" shall be subject to set-off by Employer for advances or loans made to Employee, unauthorized charges, expenses of Employee shown to be for personal reasons, or other expenses customarily reimbursable to Employer.

d) Compensation Upon Termination Without Cause. If Employee's employment is terminated by Employer without cause, Employee shall be entitled to a severance payment in the amount of _____.

The foregoing severance will be payable in _____ monthly payments commencing upon the effective termination date of Employee's employment. In addition to the severance payment provided for above, in the event Employee's employment is terminated by the Employer without cause, Employee shall be entitled to any bonus payable pursuant to any Employer bonus plan, pro-rated through the date of any such termination.

4. Restrictive Covenant

a) Trade Secrets, Confidential Information. Employee shall not, at any time after the date of this Employment Agreement, including but not limited to any time during the term of this Agreement or after its termination, at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person or firm, corporation, partnership or any other entity, any information concerning any trade secrets or confidential business

matters affecting or relating to the Employer or its affiliates. Proprietary or confidential information refers to any non-public information not generally known among Employer's or its affiliates' competitors and that has commercial value to Employer or its affiliates. By way of illustration only, but not limitation, proprietary or confidential information includes: inventions; developments; designs; improvements; formulas; processes; production information; techniques; data; software; database; plans for research; development and new products; marketing and sales plans and strategies; information regarding business plans; budgets and unpublished financial statements; licenses, prices and costs in development which are not public information; information concerning vendors, suppliers and customers; confidential information regarding the skills and compensation of other employees of Employer or its affiliates; or any information designated by Employer or its affiliates as confidential. Examples of specific information that falls into the above categories and is therefore confidential includes, but is in no way limited to: any names of or confidential information concerning employees, independent contractors or agents of the Employer or its affiliates; names of or information concerning clients or customers of Employer or prospective clients or customers; the prices at which Employer or any affiliate intends to sell or has licensed or sold its products and services; or any other information concerning the business of the Employer or its affiliates, the manner in which Employer or any affiliate conducts its operations, its plans, procedures, sales and marketing programs, as well as all other documents, agreements and other data.

Employee further understands that Employer or its affiliates have received and in the future will receive from third parties, confidential or proprietary information ("Third Party Information") subject to a duty on the Employer's or affiliate's part to maintain the confidentiality of such information and to use it only for certain requested purposes. During the term of Employee's employment and thereafter, Employee will hold Third Party Information in the strictest confidence and will not disclose or use Third Party Information except as permitted by any written agreement between the Employer and such Third Party.

If pursuant to subpoena (or otherwise) during Employee's employment or thereafter, Employee is requested to disclose Employer or Third Party proprietary or confidential information by compulsion of law, he shall promptly notify the Employer in advance of such proposed disclosure to enable the Employer to be heard with respect to any such disclosure or to otherwise respond to any such compulsion if it desires to do so. Provided, however; that any disclosure of proprietary or confidential information pursuant to Court Order shall not be considered a breach of this Agreement.

Because of the nature of the business of the Employer and its affiliates, Employee understands that to attempt to obtain the patronage of a client or customer with whom he has become acquainted during his employment with the Employer or with whom he has had recent business contact on behalf of the Employer or its affiliates requires use of the Employer's or affiliates' trade secrets and/or confidential business information, and that such use would be unfair to the Employer and its affiliates. Therefore, Employee agrees that for two years after the termination of his employment with the Employer he shall not directly or indirectly for himself or for any other person, firm, entity or employer;

- i) Attempt to obtain or divert, solicit or take away the patronage of any client or customer or prospective client or customer of the Employer or its affiliates with whom he has become acquainted or had contact with on behalf of the Employer or its affiliates; or
- ii) Attempt to or enter into any agreement or contract with any client or customer or prospective client or customer of the Employer or its affiliates with whom Employee has become acquainted or has had business contact, through the direct or indirect use of any trade secrets, confidential or proprietary information of the Employer or its affiliates or by any other unfair or unlawful conduct.

Commencing upon the date of this Employment Agreement and continuing while employed by the Employer, and for two (2) years immediately following the termination of employment, Employee agrees not to interfere with the business of the Employer or its affiliates by soliciting, attempting to solicit, inducing, or otherwise causing any employee of the Employer or any affiliate of Employer to terminate his or her employment in order to become an employee, consultant or independent contractor to or for any competitor of the Employer or any affiliate. Employee further agrees that, at all times both during his employment by the Employer and after its termination, he will not use, reproduce, or disclose to any other person or company, proprietary information belonging to the Employer or its affiliates that would enable or assist such person or company to solicit, attempt to solicit, induce, or otherwise cause any employee to terminate his or her employment with the Employer or any affiliate of Employer.

b) Covenant Not To Compete. Employee will not, in any manner, at any time after the date of this Employment Agreement, and continuing during the term of Employee's employment and for a period of two (2) years from the termination of such employment (including termination with or without Cause and Employee's resignation) engage, directly or indirectly, in the business of _____ (the "Restricted Business"). Engaging directly or indirectly in the Restricted Business shall include, but in no way be limited to, acting in any manner as owner, partner, member, officer, directly, stockholder, (excluding passive investments in the stock of public timeshare companies), consultant, independent contractor, employee, agent or in any other capacity of any person, firm or legal entity engaged in such business. The language of this provision shall be broadly interpreted so as to effectuate the purpose of this provision.

c) Modification of Restrictive Covenants. In entering into this Agreement and establishing the foregoing covenants with respect to confidential information, solicitation and competition contained in Paragraphs 4a) and b) above (hereinafter collectively the "Restrictive Covenants"), the parties have attempted and intend to limit the Employee's right to disclose information only to the extent necessary to protect Employer and each affiliate from unfair competition. The parties recognize, however, that reasonable people may differ in making such a determination. Therefore, the parties hereto agree that if the scope or enforceability of any of the Restrictive Covenants is found, by a court of competent jurisdiction, to be too broad or otherwise unenforceable, such court, in

recognition of the intent of the parties as aforesaid, shall modify and enforce such Restrictive Covenants to the extent it believes to be reasonable under the circumstances existing at that time.

d) Remedies. Employee hereby acknowledges and agrees that the provisions and covenants set forth in this Agreement, including, without limitation, the Restrictive Covenants, are necessary to protect the business and good will of Employer and each affiliate. Employee hereby further acknowledges and agrees that a breach of any of the Restrictive Covenants will result in irreparable and continuing damage to Employer and each affiliate, for which money damages cannot provide adequate relief and, consequently, in the event of any breach of any of the Restrictive Covenants, Employer and each affiliate, or any of them, to the extent appropriate, shall, in addition to any other right or remedy available at law or in equity, be entitled both (1) to a preliminary or permanent injunction in order to prevent the continuation of such harm and (2) to liquidated damages in the amount of _____ Dollars (\$_____) per day, for each day or part thereof that Employee continues to so violate said Restrictive Covenant. It is recognized and agreed that damages in such event are difficult to ascertain, though great and irreparable. Nothing in this Paragraph 4 shall be construed to prohibit Employer and each affiliate from pursuing any one remedy to the exclusion of any other remedy, but, rather, all remedies shall be deemed cumulative and non-exclusive.

e) Severability and Enforcement. If the scope of any Restrictive Covenant contained herein is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law, and Employee hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

f) Material Breach. Employee hereby acknowledges and agrees that any breach of the terms of this Paragraph 4 shall be a material breach of this Agreement.

g) Affiliates. The term "affiliates" as used herein shall include, but in no way be limited to, any entity which is owned or controlled by Employer or any of its shareholders or there is a commonality of ownership, either directly or indirectly, with Employer, any entity which owns or controls Employer, or any member, shareholder, officer or principal thereof.

h) Return of Confidential Information. Upon termination of this Agreement, Employee shall promptly return to Employer all confidential information in any form, as well as any property of Employer or its affiliates, which is in Employee's possession or control, without retaining copies, disks or other duplication thereof.

5. Exclusive Employment. Employee shall devote all of his knowledge and skills solely to the business and interests of Employer and affiliates, including, without limitation, all of his time, effort and attention during business hours, and Employer and affiliates shall be entitled to all of the benefits, profits or other issue arising from or incident to all of Employee's work, services, and advice rendered in connection therewith. Employee shall not during the term hereof be interested, directly or indirectly, in any manner, as a partner,

member, officer, director, stockholder, advisor, employee or in any other capacity in any other business which is engaged in the Restricted Business; provided, however, that nothing herein contained shall be deemed to prevent or limit Employee's right to invest (i) any of his surplus funds in the capital stock or other securities of any corporation whose stock or securities are registered with the Securities and Exchange Commission and are regularly traded on any public exchange, or (ii) as a passive investor in any other business not similar to the business of Employer or any affiliate.

6. Indemnification. Employee agrees to indemnify and save harmless Employer and its partners, members, managers, affiliates, subsidiary companies, and their respective officers, directors, shareholders, members, managers, and employees from all claims, demands, penalties, suits or actions, and from any and all loss, cost and expense in connection therewith, including attorneys' fees through any appellate procedure (a) for damages to persons and/or property, (b) for personal injury and/or death which may be suffered or sustained by any third party, and (c) for any claims against, or losses or liability of, such indemnified party for any cause resulting from (i) Employee's failure to perform his material duties and obligations under this Agreement; (ii) Employee's violation of Employer's policies and procedures or employment laws or statutes; (iii) Employee being guilty of fraud or other intentional tortious or criminal conduct; or (iv) from any material misrepresentation or false statement made by Employee. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any event which, under the terms of this Paragraph 6, may obligate Employee to indemnify Employer (such as, the filing of a lawsuit against Employer alleging discriminatory conduct on Employee's part), Employer shall have the right to withhold all payments thereafter due to Employee until such time as Employer has so withheld such funds as Employer reasonably believes will secure Employee's indemnity obligation (such holdback shall not be deemed to be in satisfaction of Employee's indemnity obligation and Employer shall have the right to so withhold payments whether or not Employee's employment hereunder has theretofore terminated). This paragraph and its provisions shall survive the termination of this Agreement.

Employer agrees to indemnify and save harmless Employee from all claims, demands, penalties, suits or actions, and from any and all loss, cost and expense in connection therewith, including attorneys' fees through any appellate procedure, for any claims, loss or liability against Employee where such claim, loss or liability is related to an act by Employer or any affiliate and does not arise or result from (i) Employee's failure to perform his material duties and obligations hereunder; (ii) Employee's violation of Employer's policies and procedures or employment laws or statutes; (iii) Employee being guilty of fraud or other intentional tortious or criminal conduct; or (iv) Employee's material misrepresentation or false statement.

7. Notices. Where written notice is required to be provided to the other party, it shall be validly given or made by personal delivery, reputable overnight courier, or by mail, registered or certified, postage prepaid with return receipt requested (with notice being given upon mailing, addressed to the party to whom such notice is to be given at, in the case of Employer, attention: _____, _____, or in the case of Employee, the most recent address contained in Employee's personnel file

maintained by Employer). Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party.

8. General Provisions.

a) Merger. This Agreement supersedes any and all other agreements, whether express, implied, in writing or oral, between the parties hereto with respect to the subject matter hereof, and contains all of the representations, covenants and agreements between the parties with respect to the subject matter hereof.

b) Modification. This Agreement may not be changed or modified, in whole or in part, except by an instrument in writing signed by the parties hereto.

c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

d) Severability. Each section, paragraph, term and provision of this Agreement, and each portion thereof and the application of each to each party and circumstance, shall be considered severable and if for any reason any such portion of this Agreement or the application thereof to any party or circumstance is held to be invalid, contrary to, or in conflict with, any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Employer, any affiliate or any one or more of them is a party, that ruling shall not impair the operation of, or have any other effect upon, the other portions of this Agreement as may remain otherwise intelligible or the application of such portion to other parties and circumstances which shall continue to be given full force and effect and shall continue to bind the parties hereto. Employee agrees that if any provision hereof or the application of any provision to any particular party or circumstance shall be adjudicated to be invalid or unenforceable in whole or in part, such modifications made to this Agreement as a result of such adjudication shall be effective only in the particular jurisdiction in which such adjudication is made. To the extent any provision hereof or the application of any provision to any particular party or circumstance is deemed unenforceable by virtue of its scope but may be made enforceable by limitations thereon, the parties agree that the same shall be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction in which the enforcement is sought. The parties hereby authorize any court of competent jurisdiction to modify any of the Restrictive Covenants to the extent necessary to make the same enforceable.

e) Survival. The terms of paragraphs 3,4,6,7, and 8 shall survive any termination of this Agreement.

f) Employee's Right to Assign Payments to Controlled Entity. Employee shall have the right, exercisable by written notice to Employer, to assign his payments due hereunder to an entity wholly owned and controlled by Employee. In such event Employer, Employee and such entity shall execute such documentation to effectuate such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement on the date first written above.

EMPLOYER:

EMPLOYEE:

BY: _____

ITS: _____

LAWYERS' MENTOR

EXHIBIT A

Employee's Duties

LAWYERS' MENTOR

EXHIBIT B

Base Compensation: _____

LAWYERS' MENTOR