INDEX NO.

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("the Agreement"), is entered into as of this \(\frac{1}{2} \) day of \(\frac{APR}{APR} \), 200\(\frac{3}{2} \) by and between ("Employer"), and \(\frac{1}{2} \) ("Employee") with reference to the following facts:

- A. Employee wishes to be employed by Employer.
- B. Employer and Employee wish to enter into this Agreement to set forth the rights and duties of the parties. The parties hereby agree as follows:

1. Terms of Engagement.

- a. Employer hereby employs Employee, and Employee hereby accepts and agrees to employment on the terms and conditions set forth herein. Employee shall begin employment on Apr_1^{5} , 2008, in the position of CS/Sples.
- b. Employee will perform all the usual duties associated with his/her employment position with Employer and will be responsible for such other duties as may be assigned Employee from time to time by Employer, Employee agrees to abide by any general employment guidelines or policies adopted by Employer as they may be implemented and/or amended from time to time. Employee will perform all of his/her work to his/her highest standard of skill, competence, and efficiency, and will give his/her best efforts and skills to further the best interests of Employer.
- c. Employee understands and acknowledges that his/her employment with Employer is for an unspecified duration and constitutes "at-will" employment, which means that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option of either Employer or Employee, with or without notice.

2. Compensation.

- a. <u>Salary</u>. Employer shall pay Employee the following gross salary as compensation for Employee's services: (\$\frac{1}{2}\), less lawful withholdings, payable according to Employer's normal payroll practices. Employer may from time to time modify Employee's compensation.
- b. <u>Fringe Benefits</u>. Employee may from time to time participate in various incentive or "fringe benefit" plans of the Employer which are generally made available to other employees of Employer, and such participation shall not be deemed to reduce or affect the compensation payable to Employee under this Agreement. Such benefits may be amended or discontinued by the Employer at any time in its sole discretion.
- c. <u>Expenses</u>. Employee shall be authorized to incur reasonable and ordinary business expenses in carrying out his/her duties hereunder and Employer shall reimburse Employee for