

_____, referred to as EMPLOYER, and
_____, referred to as EMPLOYEE, agree:

EMPLOYEE is engaged to act as _____ for _____
beginning on _____.

As to those items not specified herein, the relationship between
the parties shall be governed by the general employment manual,
dated _____, and any additions and replacements thereto.

As compensation for EMPLOYEE's services herein, EMPLOYEE shall
receive a commission of _____ by
EMPLOYEE. Said commission shall only be paid upon fully collected
sales. Should EMPLOYER determine, in its sole discretion, to allow
commissions on sales on credit or other than fully collected
sales, EMPLOYEE shall be liable to repay any sums advanced on
sales not collected.

A draw account for EMPLOYEE shall be established, and EMPLOYER
shall set off against any draws received commissions earned by the
EMPLOYEE.

EMPLOYER may during the course of EMPLOYEE'S service reveal certain
confidential/trade secret or proprietary information to EMPLOYEE.

The items which are confidential/trade secret or proprietary
information shall be identified as confidential. Without specific

EMPLOYEE shall for a period of _____ after termination of
employment not accept employment with the following firms:

EMPLOYEE agrees that the duties herein shall be full time.
EMPLOYEE shall not engage in other business ventures or employment
without the prior approval of EMPLOYER.

EMPLOYEE agrees to promptly disclose to EMPLOYER any inventions or
processes discovered by the EMPLOYEE which are made at the behest
or in connection with the duties of employee, or which are
reasonably related to the business of EMPLOYER during the term of
employment, and shall assign all rights in said inventions or
processes to EMPLOYER.

EMPLOYEE shall execute any documents reasonably requested by
EMPLOYER for patents or other legal steps which EMPLOYER may
desire to perfect its rights in the inventions.

EMPLOYER may terminate this agreement upon _____ notice to
the EMPLOYEE. Upon termination, EMPLOYEE shall return all
materials from EMPLOYER to the EMPLOYER.

Any disputes under this agreement, including those relating to
non-competition shall be submitted to arbitration with a single
arbitrator under the rules of the _____

_____. Any ruling made by the arbitrators shall be final and
may be entered as a judgment in any court of competent
jurisdiction.

Agreed to on this the _____ day of _____, 19_____.

_____, by an authorized officer
