

EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”) is made and entered into as of _____ day of _____, 20____, by and between _____ (“Company”), and _____ (“Employee”).

WHEREAS, Company is a wholly-owned subsidiary of GEE Group, Inc., an Illinois corporation (the “Parent”), and is a staffing and executive search firm providing staffing, recruiting, retained searches, statement of work, temporary-to-hire, contract, and direct-hire staffing services, and data processing services to a variety of industries nationwide (such business, together with any other lines of business in which Company becomes engaged during the term of this Agreement, being referred to herein as the “Business”);

WHEREAS, Company desires to employ Employee on the terms and conditions set forth herein, and Employee desires to be employed by Company on such terms and conditions.

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

1. Employment; Presentation of Agreement. Subject to the terms and conditions of this Agreement, Company hereby employs Employee, and Employee hereby accepts employment by Company. Employee acknowledges and agrees that this Agreement was provided to Employee by Company by the earlier of a formal offer of employment or ten (10) business days before the commencement of Employee’s employment.

2. Employment Duties. Employee shall perform such duties as may be assigned by Company, subject to the Company’s policies and procedures as may be adopted from time to time, whether written or not. Changes in or additions to Employee’s duties or title(s) under this Agreement are not to be accompanied by additional compensation unless expressly agreed to by Company. During the term of this Agreement, Employee agrees to serve Company faithfully and to devote substantially all of Employee’s business time, attention and energies to the business of Company and to the proper and timely discharge of Employee’s duties, and shall not engage in any business, profession or occupation, for compensation or otherwise without the express written consent of Company, other than personal investment, charitable, or civic activities that do not conflict with Employee’s duties. Employee agrees to abide by and comply with the Company’s internal policies and procedures and state and federal laws to which Company and/or Employee may be subject. Employee represents and warrants that Employee is not subject to any agreement or contract with any person or entity that will in any manner prevent Employee from performing any of Employee’s duties under this Agreement. Employee further represents and warrants that Employee has not used or disclosed and will not use or disclose in the scope of Employee’s employment any confidential, proprietary and/or trade secret materials, documents or information that Employee obtained from a former employer or one to whom Employee may owe any obligation of confidentiality or nondisclosure.

2.1 Training. Company will provide Employee with initial and on-going specialized training, which Employee agrees is necessary to be able to perform Employee’s job duties. Areas of training may include, but are not limited to, utilization of Company’s customized software

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(key searches/contact functions), correlation between skill set and job order, interviewing qualifiers, interviewing skills, techniques on taking a comprehensive job order, how to decipher mainstream experience specific to recruiting industry, in depth debriefing/briefing strategies on interviews, reference checking techniques, situational role playing of real world scenarios, planning techniques for targeted recruiting, targeted recruiting training, situational role playing of opportunity presentations, and interview ratings. During such training, Company will provide Employee access to Confidential Information (as defined below).

3. Compensation. During the term of this Agreement, Employee shall be entitled to the compensation and benefits set forth on Appendix A of this Agreement (the "Compensation"). Company shall withhold from any amounts payable under this Agreement such federal, state or local taxes and other obligations as shall be required to be withheld pursuant to any applicable laws or regulations, and any other employee-elected deductions or withholdings. Employee agrees that Employee is solely responsible for all taxes imposed by reason of receipt of any amounts of compensation or benefits payable under this Agreement.

4. Term and Termination. The term of this Agreement and Employee's employment hereunder shall commence on the date of execution of this Agreement and shall continue indefinitely until terminated by either Employee or the Company. Notwithstanding anything to the contrary contained herein, Employee's employment shall be at-will. Consequently, either party may terminate this Agreement (and Employee's employment) at any time, with or without cause. Upon termination of Employee's employment under this Agreement for any cause or reason whatsoever, Employee shall be entitled to no further compensation of any kind (other than earned and unpaid Compensation pursuant to Appendix A hereof that accrued on or prior to the effective date of such termination), including without limitation, salary, bonus, commissions, benefits, and any other consideration or thing of value whatsoever. The provisions of Sections 5, 6, 7, and 11 of this Agreement shall survive termination or expiration of this Agreement or Employee's employment for any reason.

5. Confidential Information. Employee understands and acknowledges that, as a result of Employee's employment by Company, Employee will have access to and learn about Confidential Information, as defined below.

5.1 Definition. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other forms or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, source of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, customer information, customer lists, client information, client lists, or any existing or prospective customer, supplier, investor or other associated third party, Affiliates (as defined below) or of any other person

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or entity that has entrusted information to Company in confidence. Employee understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to Employee, provided that, such disclosure is through no direct or indirect fault of Employee or person(s) acting on Employee's behalf. For purposes of this Agreement, "Affiliates" means any corporation, partnership, limited partnership, limited liability company or other entity which controls Company or is controlled by or under common control with Company.

5.2 Company Creation and Use of Confidential Information. Employee understands and acknowledges that Company has invested, and continues to invest, substantial time, money and specialized knowledge into developing its resources, creating a customer base, generating customer and potential customer lists, training its employees, and improving its offerings in the Business. Employee understands and acknowledges that as a result of these efforts, Company has created, and continues to use and create Confidential Information. This Confidential Information provides Company with a competitive advantage over others in the marketplace.

5.3 Disclosure and Use Restrictions. Employee agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of Company and, in any event, not to anyone outside of the direct employ of Company except as required in the performance of Employee's authorized employment duties to Company or with the prior consent of the Chief Executive Officer of Company in each instance; and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of Company, except as required in the performance of Employee's authorized employment duties to Company or with the prior consent of the Chief Executive Officer of Company in each instance. Employee understands and acknowledges that the obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon Employee first having access to such Confidential Information (whether before or after Employee begins employment by Company) and shall continue during and after Employee's employment by Company until such time as such Confidential Information has become public knowledge other than as a result of Employee's breach of this Agreement or breach by those acting in concert with Employee or on Employee's behalf. Nothing in this Agreement is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law. Employee cannot and will not be held criminally or civilly liable under any federal or state trade secret law for disclosing otherwise protected trade secrets and/or confidential or proprietary information as long as the disclosure is made in (i) confidence to a federal, state, or local government official, directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law or (ii) a complaint or other document filed in a lawsuit or other proceeding, as long as such filing is made under seal. Company will not retaliate against Employee in any way for a disclosure made in accordance with the law. In the event a disclosure is made, and Employee files a lawsuit against Company alleging that Company retaliated against Employee because of his disclosure, Employee may disclose the relevant

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trade secret or confidential information to his attorney and may use the same in the court proceeding only if (i) Employee ensures that any court filing that includes the trade secret or confidential information at issue is made under seal, and (ii) Employee does not otherwise disclose the trade secret or confidential information except as required by court order.

6. Restrictive Covenants.

6.1 Acknowledgment. Employee understands that the nature of the Employee's position gives Employee access to and knowledge of Confidential Information and places Employee in a position of trust and confidence with Company. Employee understands and acknowledges that the intellectual or artistic services Employee provides to Company are unique, special and extraordinary. Employee further understands and acknowledges that Company's ability to reserve these for the exclusive knowledge and use of Company is of great competitive importance and commercial value to Company, and that improper use or disclosure by Employee is likely to result in unfair or unlawful competitive activity.

6.2 Non-competition. Because of Company's legitimate business interest as described herein and the good and valuable consideration offered to Employee, during the term of this Agreement and for the twelve (12) months thereafter, beginning on the last day of Employee's employment with Company (the "Post-Employment Restrictive Period"), Employee agrees and covenants not to engage in Prohibited Activity within a fifty (50) mile radius of any office of Company in which, or in connection with which, Employee performed or was responsible for performing services at any time during the twelve (12) month period immediately preceding the termination of Employee's employment with Company for any reason.

For purposes of this Section 6, "Prohibited Activity" is activity in which Employee contributes his or her knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to an entity engaged in the same or similar business as Company, including those engaged in the business of placement and staffing. Prohibited Activity also includes activity that may require or inevitably requires disclosure of trade secrets, proprietary information or Confidential Information. Nothing herein shall prohibit Employee from (i) engaging in activities or being employed in a capacity that do not actually or potentially compete with Company's business or (ii) purchasing or owning less than one percent (1%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that Employee is not a controlling person of, or a member of a group that controls, such corporation.

6.3 Consideration for Non-competition. Section 6.2 of this Agreement is further supported by Company's agreement to pay Employee as described below.

(a) Except as provided in sub-section 6.3(b), within thirty (30) days of the termination of Employee's employment relationship with Company, Company shall provide Employee a one-time payment in the gross sum of Two Thousand Five Hundred Dollars (\$2,500.00). Company shall withhold from the amounts payable under this sub-section such federal, state or local taxes and other obligations as shall be required to be withheld pursuant to any applicable laws or regulations.

(b) Notwithstanding the foregoing, Employee shall not be entitled to the payment identified in sub-section 6.3(a) in the event (i) Company waives Employee's post-

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employment non-competition obligations under Section 6.2 upon termination of Employee's employment or (ii) Employee's employment is terminated by the Company without cause or Employee is laid off, in which event Employee shall not be subject to the post-employment non-competition obligations under Section 6.2.

6.4 Non-solicitation of Employees. Employee agrees and covenants not to direct or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of Company or its Affiliates during the term of this Agreement and for a period of twelve (12) months beginning on the last day of Employee's employment with Company.

6.5 Non-solicitation of Customers and Candidates. Employee understands and acknowledges that because of Employee's experience with and relationship to Company, Employee will have access to and learn about much or all of the Company's information regarding its customers and placed and unplaced candidates. "Customer/Candidate Information" includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, order history, order preferences, chain of command, work history, pricing information and other information identifying facts and circumstances specific to the customer or candidate, as the case may be, and relevant to sales/services. Employee understands and acknowledges that loss of this customer or candidate relationship and/or goodwill will cause significant and irreparable harm to Company. Employee agrees and covenants, during the term of this Agreement and for a period of twelve (12) months beginning on the last day of Employee's employment with Company, not to directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact or meet with Company's current or Prospective Customers or candidates for purposes of offering or accepting goods or services similar to or competitive with those offered by Company. For purposes of this Agreement, a "Potential Customer" is a person, corporation or other entity actually contacted or solicited by Employee to purchase the goods and/or services of the Company, but who has not as yet signed a contract with the Company. Potential Customer does not include a person, corporation, or other entity with whom Employee has had no contact, even if that person, corporation, or entity might potentially be in the Company's target market.

7. Non-disparagement. During and at all times after Employee's employment with Company, Employee shall not make or publish any statement (orally or in writing) or instigate, assist, or participate in the making or publication of any statement that would or could libel, slander, or disparage (whether such disparagement legally constitutes libel or slander) (i) the Company or its Affiliates, (ii) any of their services, affairs, or operations, or (iii) the reputations of any person who is known by Employee to be, or reasonably should be known by Employee to be, a past or present partner, officer, director, owner, or employee of Company or its Affiliates, and any existing and prospective customers, suppliers, investors and associated third parties.

8. Acknowledgment. Employee acknowledges and agrees that the services to be rendered by Employee for Company are of a special and unique character; that Employee will obtain knowledge and skill relevant to Company's industry, methods of doing business and marketing strategies by virtue of Employee's employment; and that the restrictive covenants and other terms and conditions of this Agreement are reasonable and reasonably necessary to protect the legitimate business interest of Company. Employee further acknowledges that the amount of Employee's compensation reflects, in part, Employee's obligations and Company's rights under Section 5, Section 6 and Section 7 of this Agreement; that Employee has no expectation of any additional compensation, royalties or other

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payment of any kind not otherwise referenced herein in connection herewith; that Employee will not be subject to undue hardship by reason of Employee's full compliance with the terms and conditions of Section 5, Section 6 and Section 7 of this Agreement or Company's enforcement thereof.

9. Independent Consideration. Employee acknowledges and agrees that the provisions of Section 5, Section 6, and Section 7 are supported by independent consideration. The existence of any claim or cause of action by Employee against Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of any provision of Section 5, Section 6, or Section 7 of this Agreement.

10. Remedies. In the event of a breach or threatened breach by Employee of Section 5, Section 6, Section 7, or Section 11 of this Agreement, Employee hereby consents and agrees that Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

11. Intellectual Property Rights.

11.1 Intellectual Property. For purposes of this Agreement, "Intellectual Property" shall mean any of the following relating to Company's Business which are received, created, developed, conceived, or otherwise acquired or made by Employee in connection with Employee's employment with Company: (i) computer programming code, designs, technology, techniques, processes, ideas, concepts, discoveries, algorithms, models, improvements, modifications, know-how, methods, developments, proprietary information, data, work product, works of authorship, and inventions (whether or not patentable); and (ii) patents, copyrights, trademarks, service marks, trade secrets, trade dress, or other intellectual property rights associated with the foregoing.

11.2. Proprietary Materials. For purposes of this Agreement, "Proprietary Materials" shall mean documents, materials, records, media and other tangible property (confidential or non-confidential) relating to Company's Business which are received, created, developed, conceived, or otherwise acquired or made by Employee in connection with Employee's employment with Company or, using Company's resources or while employed by Company.

11.3 Ownership. Employee agrees that all Intellectual Property and Proprietary Materials shall be deemed "work for hire." Without limiting the prior sentence, Employee hereby assigns to Company all of Employee's right, title, and interest in any Intellectual Property and Proprietary Materials. Employee hereby discloses prior inventions, in the section provided below the signature lines hereto, to avoid any possible uncertainty as to ownership. Employee agrees to execute, acknowledge and deliver any and all documents and instruments necessary or useful to confirm complete ownership of all Intellectual Property and Proprietary Materials by Company. Employee waives any and all moral rights Employee may have to the Intellectual Property in the United States and other countries (including without limitation any rights Employee may have under 17 U.S.C. § 106A). At the request and expense of Company, Employee shall promptly cooperate and render whatever assistance may be requested for Company to apply for, obtain, secure and enforce a patent,

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copyright, trademark, or other protection (in any and all countries) for the Intellectual Property. In the event Company is unable, after reasonable effort, to secure Employee's signature on any document(s) reasonably necessary to apply for, obtain, secure or enforce any patent, copyright, trademark, or other protection for the Intellectual Property (whether because of Employee's physical or mental incapacity, incompetence or for any other reason whatsoever), Employee hereby irrevocably makes, constitutes, designates and appoints Company and its duly authorized officers, agents and representatives as Employee's true and lawful agent and attorney-in-fact to act for and in Employee's behalf and stead with the power to execute and file such application(s) and to do all other lawfully permitted acts to secure and otherwise further the issuance and prosecution of any patent, copyright, trademark, or other protection for the Intellectual Property, with the same legal force and effect as if executed by Employee.

11.4 Limited Exclusion Notification. Notwithstanding the foregoing provisions of sub-section 11.3, Employee is not obligated to assign Employee's rights in an invention that Employee can prove was developed entirely on Employee's own time without using the Company's equipment, supplies, facility or trade secret information except for those inventions that (i) relate to Company's Business or actual or demonstrably anticipated research or development, or (ii) result from any work performed by Employee for Company.

12. Security.

12.1 Security and Access. Employee agrees and covenants (a) to comply with all Company security policies and procedures as in force from time to time including without limitation those regarding computer equipment and systems, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, Company intranet, Internet, social media and instant messaging systems, e-mail systems, software, data security, encryption, firewalls, passwords and any and all other Company facilities, IT resources and communication technologies ("Facilities and Information Technology Resources"); (b) not to access or use any Facilities and Information Technology Resources except as authorized by the Company; and (iii) not to access or use any Facilities and Information Technology Resources in any manner after the termination of Employee's employment by Company.

12.2 Exit Obligations. Upon (a) voluntary or involuntary termination of Employee's employment or (b) Company's request at any time during Employee's employment, Employee shall (i) provide or return to Company any and all Company property, including keys, key cards, access cards, identification cards, security devices, employer credit cards, network access devices, computers, cell phones, manuals, reports, files, books, compilations, work product, disks, thumb drives or other removable information storage devices, hard drives, and all Company documents and materials belonging to Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information, Intellectual Property, or Proprietary Materials, that are in the possession or control of Employee, whether they were provided to Employee by Company or created by Employee in connection with his or her employment by Company; and (ii) delete or destroy all copies of any such documents and materials not returned to Company that remain in Employee's possession.

13. Governing Law; Jurisdiction and Venue. This Agreement shall in all respects be governed by and construed according to the laws of the Commonwealth of Massachusetts without

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regard to principles of conflict of laws. Any suit or other proceeding arising out of or relating to this Agreement or Employee's employment shall be instituted and maintained in the state or federal courts sitting in or for the county in Massachusetts where Employee resides, absent written consent of Company to the contrary. Company and Employee expressly waive any objections to such jurisdiction and venue and irrevocably consent and submit to the personal and subject matter jurisdiction of such courts in any action or proceeding.

14. **Attorneys' Fees and Costs.** In connection with any legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to receive from the other party all costs incurred in connection therewith, including reasonable attorneys' fees and costs of legal assistants, investigators and paralegals, including such costs and fees on appeal, if any.

15. **Waiver of Breach.** The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

16. **Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The parties further agree that any such court is expressly directed to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as necessary to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law.

17. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

18. **Tolling.** Should Employee violate any of the terms of the restrictive covenant obligations articulated herein, the obligation at issue will run from the first date on which Employee ceases to be in violation of such obligation; provided, however, the duration of restrictive covenants shall not exceed two (2) years from the date of cessation of Employee's employment.

19. **Notification to Subsequent Employer.** When Employee's employment with Company terminates, Employee agrees to notify any subsequent employer of the restrictive covenants section contained in this Agreement. In addition, Employee authorizes Company to provide a copy of this Agreement to third parties, including but not limited to, Employee's subsequent, anticipated or possible future employer.

20. **Successors and Assigns.** This Agreement is personal to Employee and shall not be assigned by Employee. Any purported assignment by Employee shall be null and void from the initial date of the purported assignment. Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all

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of the business or assets of Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

21. Third Party Beneficiary. The Parent is an intended third party beneficiary of this Agreement, with full rights to enforce the terms of hereof.

22. Construction. Both Employee and Company have had the opportunity to consider and negotiate this Agreement and confer with counsel. As such, this Agreement shall not be construed more strictly against either party by virtue of the fact that it has been prepared initially by Company.

23. Entire Agreement; Amendment. Except as otherwise provided by this Section, this Agreement contains the entire agreement of the parties hereto, and may not be changed or amended orally, but only by an agreement in writing expressly purporting to amend this Agreement signed by both parties hereto; provided, however, that the Restrictive Covenants in Section 6 shall be deemed to be in addition to, and not in lieu of, any similar obligation or restrictions to which Employee may be subject under the terms of any prior or subsequent agreement with Company. Restrictive covenants contained in any subsequent agreement shall not supersede the Restrictive Covenants contained in this Agreement unless such subsequent agreement explicitly identifies this Agreement and states that Restrictive Covenants in this Agreement are superseded by the subsequent agreement.

24. Right to Consult Counsel. Employee acknowledges and agrees that Employee has the right to consult with counsel of Employee's choosing prior to executing this Agreement and that Employee had a reasonable opportunity to consult with counsel prior to executing this Agreement.

25. Waiver of Jury Trial. EMPLOYEE AND COMPANY KNOWINGLY AND WILLINGLY HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER, BASED UPON OR RELATED TO, THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT WITH COMPANY. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE UNDERSIGNED, WHO ACKNOWLEDGE THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT FOR ANY REASON.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as is their intention, as of the day and year first above written.

By: _____

Name: _____

Title: _____

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Disclosure of Prior Inventions, if any (see sub-section 11.3

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APPENDIX A Compensation and Benefits

Base Salary:

Benefits: