

## Save money with our Shareholders Ultimate Kit!

Our Ultimate Kit contains everything you will need for your Business.

- Strategic Business Plan
- Shareholders Corporate Kit
- Employment Combo Kit
- Confidentiality Agreement



Have a look at the following excerpts.

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**SHAREHOLDER’S AGREEMENT AMONG THE SHAREHOLDERS OF (COMPANY)**

THIS AGREEMENT AMONG SHAREHOLDERS (this "Agreement") is made as of the \_\_\_\_\_day of \_\_\_\_\_[MONTH], 200\_ by and among

Shareholder 1 :  Name:	ADDRESS:  Phone: Email:
Shareholder 2 :  Name:	ADDRESS:  Phone: Email:
Shareholder 3 :  Name:	ADDRESS:  Phone: Email:
Shareholder 4 :  Name:	ADDRESS:  Phone: Email:

(hereinafter collectively called the "Shareholders" and individually called a "Shareholder") and

COMPANY NAME	ADDRESS:  Phone:
--------------	------------------------

(hereinafter called the "Company").

Hereafter referred as the Parties (“Parties”)

**SECTION 1 NATURE AND PURPOSE OF AGREEMENT**

This agreement establishes an understanding between the parties and as such all parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by all Parties involved in this agreement.

**RECITALS**

WHEREAS, the parties desire to enter into shareholder agreement in order to set forth the details of their relationship and the governance and management of the Company;

WHEREAS, the Shareholders are the owners of all of the common stock of the Company, \$\_\_\_\_\_ (\$ XX.XX) par value;

WHEREAS, the present distribution of shares of the Company is as follows:

Shareholder 1 : Name:	Percentage of Total Shares: [e.g. thirty percent (30%)]
Shareholder 2 : Name:	Percentage of Total Shares: _____ Percent ( _ %)
Shareholder 3 : Name:	Percentage of Total Shares: _____ Percent ( _ %)
Shareholder 4 : Name:	Percentage of Total Shares: _____ Percent ( _ %)

WHEREAS, the Shareholders and the Company wish to further the interests of the Company by imposing the restrictions and obligations set forth herein with respect to the shares of such common stock (hereinafter called the "Shares");

NOW THEREFORE, in consideration of the premises and the mutual agreements and representations herein contained, and intending to be legally bound hereby, the parties agree as follows:

## **SECTION 2 RESTRICTIONS ON TRANSFERS OF SHARES**

Except as stated in Section 3 or Section 4, no Shareholder shall sell or otherwise transfer or dispose of any Shares now owned or hereafter acquired by him unless the following terms and conditions have been met.

**2.1 Written Notice.** The transferring Shareholder shall give the Company and each other Shareholder written notice of the terms on which he proposes to transfer his shares, including the number of shares to be transferred, the price per share and the name of the proposed transferee. Within thirty (30) days after receipt of such notice the Company shall have the right and option to elect to purchase all or any portion of the Shares that are subject to the notice for a per Share price as outlined in paragraph (2.5).

**2.2 Non-Exercise.** If the Company has not exercised its right to purchase within a thirty-day (30) period the Company shall give each of the other Shareholders a written notice of its non-exercise. The other Shareholders shall have the right to purchase in the aggregate all, but not less than all, of the Shares which the selling Shareholder proposes to sell at the Purchase Price within a fifteen day (15) period after the receipt of the notice outlining that the Company shall not exercise its right. Such other Shareholders, individually or as a group, shall exercise their right by giving written notice thereof to the transferring Shareholder, to the Company and to all the other Shareholders. The notice of each exercising Shareholder shall state the number of shares which he is willing to purchase.

**2.3 Oversubscription.** If there is an oversubscription by such Shareholders, the Shares to be sold shall, to the extent required to eliminate the oversubscription, be allocated among the exercising Shareholders in the proportion of the number of Shares which each of them owns.

**EXHIBIT C**  
**BYLAWS**

The following Bylaws are adopted by the shareholders of the Company entitled to vote for the government of the Company:

**SECTION 1 MEETINGS OF SHAREHOLDERS**

**1.1 Annual Meetings.** The regular annual meeting of the shareholders shall be held at the principal office of the Company, (ADDRESS) \_\_\_\_\_ on (DATE) of each year, at \_\_\_\_\_ (TIME).

**1.2 Special Meetings.** Special Meetings of stockholders for any purpose or purposes may be called at any time by the Chairman of the Board, the Chief Executive Officer, the President, the holders of shares of the Corporation that are entitled to cast not less than ten percent ( \_\_%) of the total number of votes entitled to be cast by all stockholders at such meeting, or by a majority of the members of the Board of Directors. Special meetings may not be called by any other person or persons. If a special meeting of stockholders is called by any person or persons other than by a majority of the members of the Board of Directors, then such person or persons shall call such meeting by delivering a written request to call such meeting to each member of the Board of Directors, and the Board of Directors shall then determine the time, date and place of such special meeting. Calls for special meetings shall specify the time, place and purpose thereof. No business other than that specified in the call shall be considered.

**1.3 Notice of Meetings.** A written notice stating the date, time, place and purpose of the meeting of shareholders shall be given either by personal delivery or by mail at least \_\_\_\_\_ days but not more than \_\_\_\_\_ days before the date of the meeting to each shareholder of record entitled to notice of the meeting. If mailed, such notice shall be addressed to the shareholder at his address as it appears on the records of the Company. All notices with respect to any shares held in more than one name may be given to the one who is named first on the certificate of stock. Notice so given shall be considered as notice to all the holders of such shares.

**1.4 Adjournments.** Any meeting of stockholders may adjourn from time to time to reconvene at the same or another place, and notice need not be given or any such adjourned meeting if the time, date and place thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, then a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting.

**1.5 Quorum.** At each meeting of stockholders the holders of a majority of the shares of stock entitled to vote at the meeting, present in person or represented by proxy, or by means of teleconference devices where all persons participating in the meeting can hear each other, shall constitute a quorum for the transaction of business, except if otherwise required by applicable law. If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares entitled to vote who are present, in person or by proxy or by means of teleconference devices (where all persons participating in the meeting can hear each other) at the meeting may adjourn the meeting.

**1.6 Proxies.** Each stockholder entitled to vote at a meeting of stockholders, or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy. Such a proxy may be prepared, transmitted and delivered in any manner permitted by applicable law to the Secretary of the Company.

## **SECTION 2 SHARES**

**2.1 Certificates.** Every holder of stock of the corporation shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, certifying the number and

class of shares owned by him or her in the corporation. Each such certificate shall be signed by, or in the name of the corporation by, the Chairman, the Board of Directors, or the President or a Vice President, and the Treasurer or any Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation. Any or all of the signatures on the certificate may be a facsimile.

**2.2 Transfers.** Shares may be transferred by the registered holders thereof or by their legally empowered attorneys or by their legal representatives, by surrender of the certificate and a written assignment of the shares. The Board of Directors may appoint such Transfer Agents or Registrars of shares as it may deem advisable and may define their powers and duties. All endorsements, assignments, transfers, share powers or other instruments of transfer of securities standing in the name of the Company shall be executed for and in the name of the Company by any two of the following officers: the President or a Vice President and the Treasurer or Secretary, or an Assistant Treasurer or an Assistant Secretary, or by any person or persons authorized by the Board of Directors.

**2.3 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates.** The Board of Directors may order new certificates of stock to be issued in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to agree to indemnify the Corporation and/or to give the Corporation a bond sufficient to indemnify it, against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

**EXHIBIT D**  
**ARBITRATION AND PROCEDURES CLAUSE.**

1. **Exclusive Remedy.** After a [e.g., thirty (30)] day waiting period (the “Waiting Period”), any dispute, controversy, or claim arising out of or relating to this Agreement, or the formation, breach, termination or invalidity thereof, shall be settled by submission to final, binding and non-appealable arbitration (“Arbitration”) in accordance with the Rules of the American Arbitration Association (the “Association”), as then in effect, except as varied or excluded by this Agreement, without any right by any party to a trial de novo in a court of competent jurisdiction. During the Waiting Period, the parties shall work diligently and in good faith and use their best efforts to amicably resolve the dispute.
  
2. **Place of Arbitration.** The Arbitration shall be conducted in [City], [State], by the Regional Office of the Association.
  
3. **Costs and Fees.** Each party shall, except as otherwise provided herein, be responsible for its own expenses, including legal fees, incurred in the course of any arbitration proceedings. The fees of the arbitrators shall be divided evenly between the parties.
  
4. **Procedure.** The parties shall follow the procedures described below:
  - (a) Following the Waiting Period, the party seeking Arbitration (the “Demanding Party”) shall give notice of a demand to arbitrate (herein referred to as the “Demand”) to the other party (the “Non-Demanding Party”) and to the Association. The Demand shall include (A) a statement of the nature of the dispute, (B) copies (if any) of all supporting documentation in the possession of the Demanding Party, (C) a copy of this Section, and (D) the name of the arbitrator selected by the Demanding Party.

**EXHIBIT E**  
**CONFIDENTIALITY CLAUSE.**

Each Shareholder acknowledges and agrees that its ownership interest in the Company affords it access to Confidential Information regarding the Company and its business, and the dissemination or use of Confidential Information in any manner inconsistent with protecting and furthering the Company, its business, and its prospects would cause the Company great loss and irreparable harm, and one of the duties of ownership in the Company is to prevent the dissemination or use of Confidential Information in any manner inconsistent with protecting and furthering the Company, its business and its prospects.

Each Shareholder agrees that it shall not for himself or on behalf of any other Person (whether as an individual, agent, servant, employee, employer, officer, director, shareholder, investor, principal, consultant or in any other capacity) directly or indirectly use or disclose to any Person any Confidential Information, unless required by applicable laws or judicial or regulatory process.

Confidential Information means information considered confidential by the Company including but not limited to: customer lists, trade

MORE .....

# **Strategic Business Plan**

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# **I. Executive Summary**

The Executive Summary is intended to give your readers a general overview of all the key elements that you are presenting. It ideally should grab and maintain the readers interest and make them study the rest of your plan in greater detail.

The Executive Summary should include the following key elements:

- Introduction
- Product or Service
- Target Market
- Strategic Direction: Mission, Goals & Objectives, Strategies, Tactics.
- Management Team
- Financial Requirement: Return on Investment - ROI

## **Introduction**

The introduction is to provide a detailed description of your business. You will need to include such information as your company name, year commenced, business form, location, etc.

My Company Name has commenced operations on January 1, 2003 as a corporation / partnership / limited partnership / sole proprietorship, etc.

My Company Name is located at (enter address).

My Company Name provides / sells / manufactures, etc. Name and classify your product or service and briefly describe how your product or service will be sold in the market place.

My Company Name is owned by (name all the individuals and their percentage owned).

## **Product or Service**

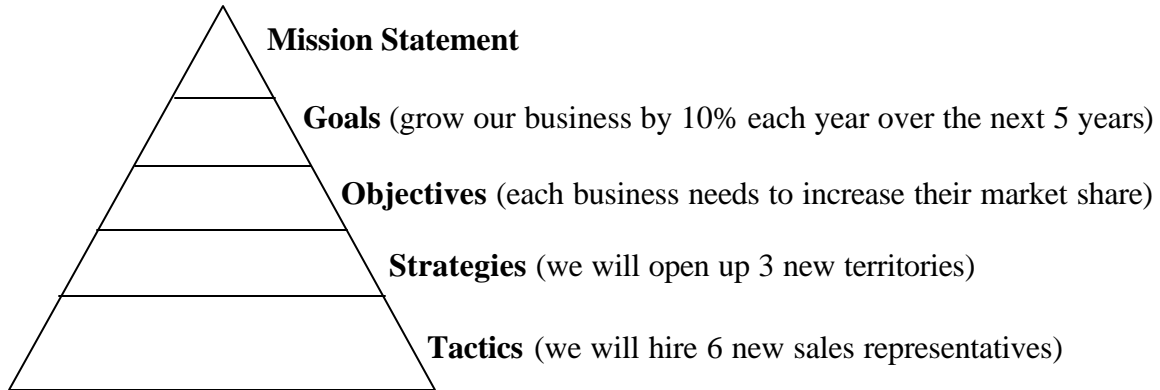
A description of your product or service will be provided here. Briefly describe the product features and the key benefits for the consumer.

## **Target Market**

Within the target market section you will outline the group of customers that your company wishes to target. These could be current or potential clients that you are targeting to sell your products or services in order to meet their needs.

# I. Executive Summary - Continued

## Strategic Direction



## Mission Statement

A mission statement will define your businesses overall purpose.

### For example:

XYZ is a national company that strives to produce high quality widgets of superior value that meet or exceed our customer's expectations.

## Goals and Objectives

**Note:** goals and objectives are at times used interchangeably.

By describing what your short-term (1 year), mid-term (3 years) and long-term (5 years) goals and objectives are and how you plan on achieving these goals and objectives, you will show that you will be implementing solid management practices.

A goal is something that must be accomplished by the company as a whole and is usually expressed in monetary terms, units or percentages.

Examples of goals are: increase sales revenue, increase market share, or increase customer satisfaction.

Objectives are things that must be accomplished by all departments in order to reach the major goals of the company.

## V. Marketing Plan Overview

Briefly describe your product or service. Briefly outline your objective. State the objective in precise quantifiable terms. You may want to add a chart that summarizes your products or services potential.

### For example:

Our current objective is to obtain a sales volume of 2,200 units by the end of our fiscal year. Our current marketing plan will achieve these sales units by generating \$890 in sales revenue during our 1<sup>st</sup> year of operations. In order to achieve our goal we require an initial investment of \$X amount, which will produce a margin of \$565. We plan to gradually increase our market share to over 40% within five years.

	Current Year	5 Year Planned Projections				
		Year 1	Year 2	Year 3	Year 4	Year 5
<b>Market Volume Sales</b>	\$ 3,700	\$ 3,996	\$ 4,316	\$ 4,661	\$ 5,034	\$ 5,437
<b>Market Growth %</b>		8%	8%	8%	8%	8%
<b>Our Business Sales</b>	\$ 890	\$ 1,100	\$ 1,500	\$ 1,800	\$ 2,000	\$ 2,300
<b>Our Business Market Share %</b>	24%	28%	35%	39%	40%	42%
<b>Revenue Product A</b>	\$ 890	\$ 1,100	\$ 1,500	\$ 1,800	\$ 2,000	\$ 2,300
<b>Expenses</b>	\$ 325	\$ 385	\$ 425	\$ 480	\$ 520	\$ 550
<b>Gross Margin</b>	\$ 565	\$ 715	\$ 1,075	\$ 1,320	\$ 1,480	\$ 1,750

## VI. Situation Analysis

The Situational Analysis should include the following key elements:

- Market Overview & Competitive Analysis
- Technological Environment
- Social Environment
- Political Environment
- Short-term, Mid-term & Long-term Outlook
- Other

### Market Overview & Competitive Analysis

Within this section you will analyze your market potential for your products or services while considering all the opportunities and threats that may arise. You will then base your strategies on your findings.

Describe the market as it currently is. You will need to conduct some research in order to obtain some knowledge of what your competitors are doing.

You will want to find out who your major competitors are and what is their market share.

You need to estimate what the market potential is and what would be your potential market share.

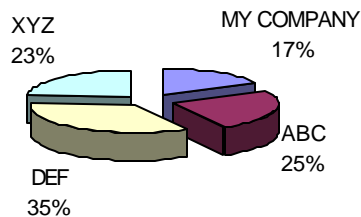
You could find out information regarding your competitors through different means, such as the following:

- Look through trade journals, magazines, newspapers, Internet, etc.
- Join associations or business groups that have similar interests.
- Financial statements published by your competitors.
- Government reports on industry and market trends.

In order to help you in your analysis, you can conduct a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats). By looking at these four components you will have a better idea and understanding of your business and how to maximize your businesses potential.

Graphical interpretation will make for easier reading and analysis for your readers. Include a pie chart giving a graphical interpretation of the current market share. More details can be placed in an appendix.

### **My Company Name Market Share**



## **Technological Environment**

Specify any technological developments that might affect your product or service. Technology is changing at an ever-increasing pace. You must show that you are equipment and have thought out how your business will be affected by these changes.

Here are a few questions that you need to consider.

## XI. Appendix Income Statement

**My Company Name**  
**Income Statement**  
**For the Year Ended December 31, 2003**

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**Sales Revenue**

Sales		\$ 5,055,093
Less: Sales Discounts	\$ 23,254	
Less: Sales Returns & Allowances	55,428	78,682
Net Sales Revenue	<u>                    </u>	<u>\$ 4,976,411</u>

**Cost of Goods Sold**

2,022,524

**Gross Profit**

\$ 2,953,887

**Operating Expenses**

**Selling Expenses**

Sales Salaries & Commissions	\$ 305,000	
Sales Office Salaries	85,000	
Travel & Entertainment	45,000	
Freight & Transportation	26,522	
Shipping Supplies	22,000	
Postage & Stationary	6,000	
Depreciation on Sales Equipment	10,000	
Telephone	5,000	
Fax	4,000	
Cell	6,000	\$ 514,522

**Administrative Expenses**

Office Salaries	\$ 75,000	
Legal Services	25,000	
Professional Services	35,000	
Utilities	12,000	
Insurance	5,000	
Depreciation on Office Equipment	6,000	
Office Supplies	3,000	
Miscellaneous	2,500	\$ 163,500

**Income Before Taxes**

\$ 2,275,865

**Income Taxes**

965,872

**Net Income**

\$ 1,309,993



# STANDARD EMPLOYMENT AGREEMENT

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### ACKNOWLEDGEMENT

### SIGNATURE

**EMPLOYMENT AGREEMENT – Standard Form**  
DRAFT

This agreement (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200 [ ],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Employer")	(hereinafter referred to as the "Employee")

(the Employer and the Employee hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

THE PARTIES RECITE THAT:

**WHEREAS** Employer is engaged in \_\_\_\_\_ and maintains business premises at \_\_\_\_\_.

**WHEREAS** Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms and conditions hereinafter set forth.

**NOW THEREFORE** for the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Employer and Employee covenant and agree as follows:

#### TERMS OF EMPLOYMENT

1. **Agreement to employ and be employed.** Employer hereby employs Employee as \_\_\_\_\_[TITLE] at the above-mentioned premises, and Employee hereby accepts and agrees to such employment.
2. **Description of Employee's duties.** Subject to the supervision and pursuant to the orders, advice, and direction of Employer, Employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by Employer. Employee shall additionally render such other and unrelated services and duties as may be assigned to him from time to time by Employer.
3. **Manner of performance of Employee's duties.** Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent, perform all duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of Employer. Such duties shall be rendered at the abovementioned premises and at such other place or places as Employer shall in good faith require or as the interests, needs, business, and opportunities of Employer shall require or make advisable.
4. **Duration of employment.** The initial term of Employee's employment with the Employer shall continue, unless earlier terminated pursuant to Sections 17 and 18 hereof, through [date of employment period e.g. December 31, 2001] (the "employment period"); provided, however, that after expiration of the initial term, the employment period shall automatically be renewed each [date e.g. January 1] for successive one-year terms unless the Employer or Employee delivers written notice to the other party at least sixty (60) days preceding the expiration of the initial term or any one-year extension date of the intention not to extend the term of this agreement.

5. **At-Will Employment.** Either Party may terminate this Agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment Agreement and does not constitute a guarantee of continuing employment for any term.
  
6. **Compensation.** Employer shall pay Employee and Employee agrees to accept from Employer, in full payment for Employee's services hereunder, compensation at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per annum, payable \_\_\_\_\_.
  
7. **Tax withholding.** All payments of salary and other compensation to Employee pursuant to this agreement shall be made after deduction of any taxes required to be withheld with respect thereto under applicable federal, state and local laws.
  
8. **Benefits.** You will also receive Employer's standard employee benefits package
  
9. **Expenses.** The Employer shall pay or reimburse Employee for any and all necessary, customary, and usual expenses incurred by him while traveling for and on behalf of the Employer pursuant to Employer's directions, upon presentment of suitable vouchers, for all reasonable business and travel expenses that may be incurred or paid by Employee in connection with his employment hereunder. Employee shall comply with such restrictions and shall keep such records as the Employer may deem necessary to meet the requirements of the Internal Revenue Code of 1986, as amended from time to time, and regulations promulgated thereunder.
  
10. **Working hours.** The standard working week of Employer is 40 hours, based on 8 hours per day, Monday to Friday. It is understood, however, that hours may vary in order to comply with Employer's commitment to the highest standard of professional performance. Employee's salary represents payment for all those hours so worked.

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ACKNOWLEDGEMENT.

SIGNATURES

**EXECUTIVE EMPLOYMENT AGREEMENT**

DRAFT

This agreement (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200 [ ],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Company")	(hereinafter referred to as the "Executive")

(the Company and the Executive hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

**RECITALS:**

WHEREAS, the parties have agreed to enter into a new Employment Agreement;

WHEREAS, the Company desires to employ Executive upon the terms and subject to the conditions of this Agreement; and

WHEREAS, Executive desires to be employed by the Company upon the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive hereby covenant and agree as follows:

1. **Definitions.** For purposes of this Agreement, the following capitalized terms shall have the following meanings, and all other capitalized terms used in this Agreement but not defined in this paragraph 1 shall have the meanings assigned elsewhere in this Agreement:

"Base Salary" means \$\_\_\_\_\_ [e.g. 80 000] American dollars.

"Cause" means:

- a. Executive's conviction of (or plea of no contest or similar plea to) a felony;
- b. Executive's intentional continuing refusal to substantially perform his obligations and duties under this Agreement (except by reason of incapacity due to illness or accident) if he
  - a. shall have failed to remedy the alleged breach caused by such conduct within 30 days from the date written notice is given by the Company demanding that he remedy the alleged breach caused by such conduct, or
  - b. shall have failed to take reasonable steps in good faith to that end during such 30-day period, provided that after the end of such 30-day period there shall have been delivered to Executive a certified copy of a resolution of the Board of Directors of the Company, taken at a meeting of the Board of Directors at which Executive, together with his counsel, is given the opportunity to be heard, finding that Executive was guilty of intentional continuing refusal to substantially perform his obligations and duties under this Agreement and specifying the details thereof, and that Executive has failed to take reasonable steps in good faith to remedy the alleged breach caused by such conduct,
- c. Executive engaged in willful fraud or defalcation, either of which involved funds or other assets of the Company; or
- d. upon Executive's breach of any material term of this Agreement (including, but not limited to, the non-compete and confidentiality provisions in paragraphs 7 and 8).

"Change in Control" means and shall be deemed to occur:

- (i) in the event any "person" or more than one such person acting as a group, other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company, is or becomes the "beneficial owner", directly or indirectly, of the securities of the

Company, in a transaction or a series of transactions, representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities ordinarily having the right to vote for the election of directors of the Company;

- (ii) during any period of two consecutive years during the Employment Period, individuals who at the beginning of the Employment Period constitute the Board of Directors of the Company cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's stockholders, of each director who was not a director at the beginning of the Employment Period has been approved in advance by directors representing at least two-thirds of the directors then in office who were (A) directors at the beginning of the Employment Period, or (B) previously approved in accordance with this subparagraph (ii);
- (iii) the Company sells or otherwise disposes of all or substantially all of its assets; and
- (iv) the Company participates in a merger or consolidation and, immediately following the consummation of such merger or consolidation, the Company's stockholders prior to such merger or consolidation do not own 50% or more of the voting shares of stock of the surviving or successor corporation.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor thereto.

"Compensation Committee" means the applicable compensation committee of the Board of Directors of the Company.

"Disabled" or "Disability" means a determination, made at the request of Executive or upon the reasonable request of the Company set forth in a notice to Executive, by a physician selected by the Company and Executive, that Executive is unable to perform his duties as specified in this Agreement and in all reasonable medical likelihood such inability will continue for a period in excess of 180 days, or for shorter periods aggregating to more than 180 days in any consecutive nine-month period.

"Effective Date" shall be [DATE]

"Employment Period" means the term of Executive's employment pursuant to the provisions of this Agreement.

"Good Reason" means:

- (i) a Change in Control of the Company;
- (ii) a decrease in the total amount of Executive's Base Salary below the amount in effect on the date hereof;
- (iii) a reduction in Executive's title, a material reduction in his authority, duties or job responsibilities, a material adverse change in his working conditions (including the relocation of Executive's office more than 40 miles from the Company's present executive offices), without Executive's consent, as determined by Executive in his reasonable judgment;
- (iv) a failure by the Company to comply with any material provision of this Agreement if the Company shall have failed to remedy the alleged breach within 60 days from the date written notice of such noncompliance is given by Executive to the Company; or
- (v) any purported termination of Executive's employment which is not effected pursuant to a proper Notice of Termination (and for purposes of this Agreement no such purported termination shall be effective).

"Notice of Termination" means a written notice of either the Company or Executive, as applicable, setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination.

"Termination Date" means the effective date of employment termination.

TERMS OF EMPLOYMENT:

2. **Term of Employment.** The Company shall employ Executive, and Executive shall be employed by the Company and shall provide services to the Company upon the terms and conditions hereinafter set forth. The initial term of Executive's employment with the Company shall continue, unless earlier terminated pursuant to Section 5 hereof, through [DATE of employment period e.g. December 31, 2004] (the "Employment Period"); provided, however, that after expiration of the initial term, the Employment Period shall automatically be renewed each [Date e.g. January 1] for successive one-year terms unless the Company or Executive delivers written notice to the other party at least sixty (60) days preceding the expiration of the initial term or any one-year extension date of the intention not to extend the term of this Agreement.
3. **Performance of Duties.** Executive shall have the title of [TITLE e.g. Executive Vice President] of the Company, and he shall possess such powers and perform such duties as are normally incident to such position, as provided in the By-laws of the Company and in accordance with the General Corporation Law of the State of [STATE]. During this period, Executive agrees that he shall perform his duties faithfully and efficiently subject to the direction of the President and the Board of Directors of the Company, and the Company agrees that Executive shall be required to report to the President and to the Board of Directors.

Executive agrees that during the Employment Period he shall devote substantially his full business time to business affairs of the Company, provided, however, that notwithstanding any other provision hereof, Executive may serve in any capacity with any civic, educational and charitable organization provided, in each case, such activities do not materially interfere with the performance of his duties

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# NON-COMPETITION AND NON-SOLICITATION AGREEMENT

DRAFT

This non-competition and non-solicitation employment agreement (the "non-competition agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200 [ ],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Company")	(hereinafter referred to as the "Employee")

(the Company and the Employee hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

## 1. NON-COMPETITION AND NON-COMPETITION COVENANT.

1.1 **Non-solicitation.** Employee will not encourage or solicit any employee of the company or any affiliate to leave the company's or any affiliate's employ for any reason or interfere in any material manner with employment relationships at the time existing between the company and its current employees, except as may be required in any bona fide termination decision regarding any company employee

**1.2 Non-competition.** During the term, Employee shall not directly or indirectly own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be employed by or connected in any manner with, any enterprise which is engaged in any business competitive with that which the company is at the time conducting or proposing to conduct; provided, however, that such restriction shall not apply to any passive investment representing an interest of less than two percent (2%) of an outstanding class of publicly traded securities of any corporation or other enterprise which is not, at the time of such investment, engaged in a business geographically competitive with the company's business.

**1.3 Trade secrets.** Employee acknowledges that the specialized nature of his knowledge of the company's proprietary information, trade secrets and other intellectual property are such that a breach of his covenant not to compete contained in this section 1 of this non-competition agreement would necessarily and inevitably result in a disclosure, misappropriation and misuse of such proprietary information, trade secrets and other intellectual property. Accordingly, Employee acknowledges and agrees that such a breach would inflict unique and irreparable harm upon the company and that the company shall be entitled, in addition to its other rights and available remedies, to enforce, by injunction or decree of specific performance, Employee's obligations set forth herein.

## 2. MISCELLANEOUS.

**2.1 Notices.** All notices, demands and requests required by this non-competition agreement shall be in writing and shall be deemed to have been given or made for all purposes (i) upon personal delivery, (ii) one day after being sent, when sent by professional overnight courier service, (iii) five days after posting when sent by registered or certified mail, or (iv) on the date of transmission when sent by telegraph,

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- Identifying Candidates Salary Expectations



# Employment Application

**My Company Inc.**  
my company address

FOR OFFICE USE ONLY	
Date Received	Application Number

Please complete all sections of this application clearly and legibly. If questions are not applicable, enter N/A.

Date of Application	
---------------------	--

Type of Position	
------------------	--

Name			
	First	Middle Initial	Last
Street Address	City	State	Zip
Home Phone	Work Phone	Cell Phone	
Social Security Number		Date of Availability	
Full Time <input type="checkbox"/>	Part Time <input type="checkbox"/>	Availability Morning <input type="checkbox"/>	Afternoon <input type="checkbox"/> Both <input type="checkbox"/>
Have you ever been employed by us? If yes, give date and position held and reason for leaving.			

## EMPLOYMENT HISTORY

Starting with your current or most recent position, list all jobs that you have held. Add a supplemental sheet if necessary.

Employer & Address	Started	Ended
Salary	Position	Supervisor
Duties		
Reason for leaving.		

# Interview Questions

## General Interview Questions

Tell me about yourself?

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What do you know about our company?

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Why would you like to work for our company?

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What can you do for our company that would set you apart from other candidates?

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With regards to the available position, what do you find the most appealing and least appealing?

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Why should we hire you for this position?

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What are you presently looking for in a company and in a position?

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Tell me your idea of the perfect job and perfect company?

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What are your short, medium and long-term goals?

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What are your strengths and weaknesses?

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Why are you planning on leaving your present job/

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Why did you leave your last job?

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What do you think of your current boss?

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What would be your ideal boss?

## Identifying Candidates Management Style

Do you think you may be overqualified for the position that we have to offer?

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Do you think you may be under qualified for the position that we have to offer?

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Describe what is your management style?

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---

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Do you find that you are a good manager? Give some examples.

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How would you manage conflict between co-workers?

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---

What do you look for when interviewing candidates for a position?

---

---

---

Did you ever have to supervise individuals?

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## **COMPANY TRAVEL POLICY**

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## 1. INTRODUCTION TO THE COMPANY TRAVEL POLICY

### A) Company Travel Policy Summary

It is the policy of the Company to reimburse staff and to pay outside vendors for necessary, appropriate, and approved travel-related costs and activities. The policies and procedures herein apply to all sources of funds, including gifts, endowment income, sponsored programs, designated income, released funds, and the Company appropriations.

More restrictive policies and procedures may apply to certain accounts. More restrictive travel policies and procedures may also be specified by certain divisions, and will be applicable in those cases. Employees are responsible for following this policy and, if applicable, the policy of their particular division.

Many travel policies parallel those of the Federal government. Auditors review expenditures for the Company travel using the same standards that apply to travel by Federal employees.

Changes in the Company business travel policies and procedures may be made from time to time, and will be communicated via broadcast E-mail. Amendments will be available electronically through the World Wide Web and will be effective on issuance. The information herein supersedes all previous travel policy and procedure documentation.

### B) Company-Approved Travel

Company-approved travel is generally defined as transportation on business in excess of one's normal commute. Company-approved travel includes movement on official business from home or normal place of employment to another destination, and return to home or normal place of employment. Company-approved travel does not include commuting between home and normal place of employment.

### C) Authority and Responsibility

Travel must be authorized in advance by the traveler's Supervisor. Employees must be authorized to commit the Company's resources to business travel, and are subject to disciplinary action up to and including the termination of employment if proper authorization is not obtained. Travelers must verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the travel, the employee must submit a Travel Expense Report (T&E) and supporting documentation to obtain expense reimbursement.

The Supervisor is responsible for reviewing the T&E for compliance with policy and for providing proper payment authorization. Supervisors are required to review expenditures, and in cases where there is reason to believe the expenditures may be inappropriate or

extravagant, withhold reimbursement. Directors also review reimbursements and may question expenditures at any time.

Each one is responsible for ensuring that individual travelers and their Supervisors properly implement and administer this policy.

#### D) Travel Arrangements

All transportation by common carrier, hotel accommodations, and car rentals should be arranged through the designated the Company Travel Agencies. These Travel Agencies provide:

- " Direct billing of division budget accounts through the Company's financial system
- " Exclusive access to discounted airfares from air carriers with which the Company has negotiated volume-based contracts for travel
- " Travel insurance
- " Access to discounted hotels and hotels with educational discounts
- " Discounts on commercial rental vehicles
- " [Other.....]

See "Designated the Company Travel Agencies" for further information, including the agencies and air carriers with which the Company currently contracts.

#### E) Cancellations & Refunds

Arrangements for all charges, cancellations, and refunds associated with the Company-approved travel are the responsibility of the division and/or traveler.

#### F) Personal Funds

Travelers should review travel reimbursement guidelines prior to expending personal funds for business travel to determine if such expenses are allowable and reimbursable. See "Travel Expenses". The Company reserves the right to deny reimbursement of travel-related expenditures if they fail to comply with the Company policies and procedures.

The traveler's Corporate Credit Card should be used to pay for food, lodging, and other reimbursable travel expenses.

A traveler advances personal funds for the purchase of airline tickets at his/her own risk.

Reimbursements to individuals will not be made prior to completion of travel.

#### G) Direct Billing to Divisions

Direct billing of lodging to the Company divisions is highly discouraged, and guests of the Company should be encouraged to pay their own hotel bill and submit their receipts as part of their total trip settlement. Direct billing has a greater potential to disconnect the costs associated with an individual traveler and the documentation of the costs associated with proving the business purpose of the travel. This is particularly important when justifying expenses for sponsored projects - where federal regulations greatly discourage direct billing. It is also important that in auditing for IRS purposes that demonstration can be made on behalf of the traveler being reimbursed that they were only reimbursed once for expenses incurred on a trip, or in the case of direct billing the hotel that they were in fact NOT reimbursed.

We understand that it is important as a courtesy to visitors to arrange for a block of hotel rooms on their behalf; or to book a special function, conference room, or ballroom in advance through the division. If you have such circumstances, contact Accounting in advance to coordinate an arrangement with the hotel. Coordination at this level assures another level of review and control over the billing arrangement, and that Accounting will have a record of this exception.

Direct billing for individual lodging in any circumstances other than just described must be in conformance with both the Company's travel and entertainment policies, must include an itemized hotel bill, and must be accompanied by an Exception Form signed by the Supervisor.

Similarly, direct billing arrangements between taxi or limousine services and the Company divisions are not allowable for travel by the Company employees or guests of the Company. Both employee and guests should submit reimbursement requests for taxi and limousine service on a T & E report. In highly exceptional circumstances, arrangements may be made for such billing subject to prior review and approval of Travel Services at\_\_\_\_\_.

## 2. TRAVEL EXPENSES

### A) Receipts, in general

Receipts for all claimed expenses should be submitted. Original receipts are required for the reimbursement of all expenses \$25 and over, to avoid the possibility of the reimbursement becoming taxable income per the IRS.

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## EMPLOYEE PERFORMANCE

### IDENTIFICATION:

<b>EMPLOYEE</b>	
NAME:	
JOB TITLE:	
DEPARTMENT:	<b>From:</b> _____ <b>To:</b> _____
PERIOD OF EVALUATION:	
TIME IN CURRENT POSITION:	_____ <b>Year(s)</b>
<b>RATER:</b>	
NAME:	
JOB TITLE:	
DEPARTMENT:	

### **PART I - INSTRUCTIONS TO EVALUATOR**

Listed below are five performance factors, seven behavioural traits, and five supervisory factors that are important in the performance of the employee's job. Performance factors and behavioural traits must be utilized for all employees. The supervisor factors should be utilized only for employees with supervisory responsibilities.

NOTE: A rating of Unacceptable (1), Needs Improvement (2) or Superior (7) requires comments. The "Overall performance" evaluation should reflect the employee's total performance, including the performance factors as related to the employee's responsibilities and duties as set forth in the job description, behavioural traits and supervisory factors, if applicable.

### *Distribution Instructions*

1. Return the original form to Human Resources
2. Maintain one copy for your departmental records.
3. Distribute one copy to the employee

### **Marking Instructions**

The supervisor should indicate the employee's performance by using check box next to the appropriate level of performance.

The following rating scale guide is being provided to assist the evaluator in assigning the most appropriate measurement of the employees' performance factors, behavioural traits and supervisory factors.

## RATING SCALE DEFINITIONS

**(7) Superior.** Results achieved far exceed expectations. Continuously performs all elements of the job in a way that rarely, if ever, is expected or anticipated of any employee in the position. Always seeks to improve; seeks, finds and achieves new dimensions not expected or achieved by past incumbents.

**(6) Excellent.** Results achieved consistently exceed the expectations and requirements of the job in all key areas. Most - if not all - elements of the job performed in an excellent fashion adding new dimensions of the job through capability and desire.

**(5) Very Good.** Consistently meets all job requirements and occasionally exceeds expectations in some areas. Can be depended on for effective and highly capable performance on the majority of job elements.

**(4) Good.** Consistently meets expectations and requirement of job. Accomplishes most parts of the job satisfactorily but some elements may require improvement attainable through time, experience and/or training.

**(3) Acceptable.** Accomplishes some parts of the job satisfactorily but some elements require further improvement. Entering the lower end of a broad range of expected good performance.

**(2) Needs Improvement.** Employee is having difficulty meeting minimum job requirements and expectations. If improvement is not forthcoming, appropriate corrective action may be taken including a performance improvement plan, reassignment or termination. Employee requires an inordinate amount of supervision, coaching and follow-up.

**(1) Unacceptable.** Fails to meet minimum job requirements and expectations. Employee must be placed on a performance improvement plan.

## PART II - PERFORMANCE FACTORS

### 1. KNOWLEDGE, SKILLS, ABILITIES:

*Consider the degree to which the employee exhibits the required level of job knowledge and/or skills to perform the job and this employee's use of established techniques, materials and equipment as they relate to performance.*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	n/a
Unacceptable				Superior			

Comments:

### 2. QUALITY OF WORK:

*Does the employee complete assignments meeting quality standards? Consider accuracy, neatness, thoroughness and adherence to standards and safety rules.*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	n/a
Unacceptable				Superior			

Comments:

**3. QUANTITY OF WORK:**

*Consider the results of this employee's efforts. Does the employee demonstrate the ability to manage several responsibilities simultaneously; perform work in a productive and timely manner; meet work schedules?*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	n/a
Unacceptable				Superior			

Comments:

**4. WORK HABITS:**

*To what extent does the employee display a positive, cooperative attitude toward work assignments and requirements? Consider compliance with established work rules and organizational policies.*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	n/a
Unacceptable				Superior			

Comments:

**5. COMMUNICATION:**

*Consider job related effectiveness in dealing with others. Does the employee express ideas clearly both orally and in writing, listen well and respond appropriately?*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	n/a
Unacceptable				Superior			

Comments:

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**TERMINATION AGREEMENT**  
*DRAFT*

This Termination Agreement ("Agreement") is made and entered into this \_\_\_\_\_th day of \_\_\_\_\_[MONTH] 200[ ],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Company")	(hereinafter referred to as "You")

(the Company and You hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

**RECITALS:**

You and Company have agreed that your employment will conclude as provided in this Agreement and, in connection with the termination of your employment, Company has agreed to provide you with certain payments to which you would not be entitled absent your execution of this Agreement. Further, you and Company desire to settle any and all disputes related directly or indirectly to your employment by Company and/or your termination from employment, in accordance with the terms and conditions set forth in

this Agreement. Therefore, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and Company agree as follows:

**SPECIAL PROVISIONS:**

1. **Termination of Employment.** Effective \_\_\_\_\_[ MONTH] \_\_\_\_[DAY] ,200[ ] you voluntarily resign as an [TITLE e.g. Executive Officer] of Company Inc. and as a Director or Officer of Company (including any of its subsidiaries and affiliates). Your last day of work will be \_\_\_\_\_[ MONTH] \_\_\_\_[DAY] ,200[ ] at which time you will commence a paid leave of absence. Effective \_\_\_\_\_[ MONTH] \_\_\_\_[DAY] ,200[ ] (Termination Date), your leave of absence will cease and you will no longer be an employee of Company. Except as otherwise provided in this Agreement, or as set forth in the applicable employee benefit plan, all of your privileges as a Company employee will end as of the close of business on the Termination Date.

2. **Payments.**

a. In connection with your termination of employment, Company will provide you the following payments and benefits:

(i) **Continuation of base salary while on leave.** Company will continue to pay to you your monthly base salary as of \_\_\_\_\_[ MONTH] \_\_\_\_[DAY] ,200[ ] during your leave of absence until your Termination Date. Company will make these payment to you only on the condition that you have signed this Agreement and have not exercised your right to rescind it pursuant to paragraph 10 below. Company will withhold required deductions, including deductions for applicable state and federal taxes, social security and all other standard deductions. Payments will be considered "Earnings" or "Recognized

Compensation" for purposes of any of Company's qualified or non-qualified employee benefit plans, and 401k deductions will be taken according to your elections.

- (ii) **Management Incentive Plan.** You will be eligible to receive your Management Incentive Plan (MIP) payment for Fiscal Year 200 [ ], prorated for your period of active service ending on \_\_\_\_\_[ MONTH] \_\_\_\_[DAY] ,200[ ]. Such payment will be based on the performance criteria already agreed upon between you and Company prior to the beginning of such Fiscal Year and actual business unit and corporate performance. This amount will be paid in a single lump sum payment in cash at the same time as all other MIP participants receive payment. This amount will be considered "Earnings" or "Recognized Compensation" for purposes of Company's qualified or non-qualified employee benefit plans. You will not be a participant in the Company Management Incentive Plan for the fiscal year beginning \_\_\_\_\_[ MONTH] \_\_\_\_[DAY] ,200[ ] or thereafter.
- (iii) **Relocation.** You will be entitled to receive relocation services of broker/real estate sales agent expense reimbursement up to 7% of the final sale price of your existing home and reasonable and customary closing fees. Should your house not be sold by \_\_\_\_\_[ MONTH] \_\_\_\_[DAY] ,200[ ], Company agrees to purchase your house under applicable terms of the Company Purchase Option Program (copy attached). Company also will, until \_\_\_\_\_[ MONTH] \_\_\_\_[DAY] ,200[ ], reimburse you for household moving expenses; such reimbursed moving expenses not to exceed Twenty-Five Thousand Dollars (\$25,000).

# **MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT**

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**Mutual Non-Disclosure and Non-Circumvention Agreement**

This Mutual Non-Disclosure and Non-Circumvention Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between:

Company Name:

Company Name:

Officer's Name:	Officer's Name:
Address:	Address:
(having its principal place of business at)	(having its principal place of business at)
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
(hereinafter referred to as the "First Party")	(hereinafter referred to as the "Second Party")

(hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

**WITNESSETH:**

1. Purpose. The First Party and Second Party wish to explore a business opportunity of mutual interest concerning each Party's business, operations, proprietary technology, and products. In connection with this opportunity certain trade secrets and business information proprietary to each Party and which each Party considers Confidential Information (as defined below) may be provided to one Party (the "Promisor") by the other party (the "Discloser"). This Agreement is intended to allow both Parties to have open discussions regarding Confidential Information, while still affording complete protection of the Discloser's confidential Information against disclosure or unauthorized use. Written agreements regarding authorized disclosures or use of the Discloser's Confidential Information may, but need not, be entered into between the Parties in the future.
2. Definition. "Confidential Information" means any disclosure of proprietary information relating to:

- i. the Discloser's proprietary technology and products, including without limitation, technical data, trade secrets, know-how, research, product plans, ideas or concepts, products, services software, inventions, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information (collectively "Technical Information"), and
- ii. proprietary information relating to the discloser's operations and business or financial plans or strategies, including but not limited to customers, customer lists, vendors, suppliers, markets, financial statements and projections, product pricing and marketing, financial or other strategic business plans or information (collectively, "Business Information"), disclosed to Promisor by the Discloser, either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities.

Confidential Information does not include any of the foregoing items which:

- i. is known to Promisor at the time of the disclosure to Promisor by the Discloser as evidenced by written records of Promisor,
- ii. has become publicly known and made generally available through no wrongful act of Promisor, or
- iii. has been rightfully received by Promisor from a third party who is authorized to make such disclosures.

Non-Disclosure of Confidential Information. Promisor agrees not use any Confidential Information disclosed to it by the Discloser for its own purpose except to carry out discussions concerning, and the undertaking of, any business relationship between Promisor and the Discloser. Promisor will not disclose any Confidential Information of the Discloser to third parties or to employees of Promisor except to its employees who are required to have the information in order to carry out the discussions of the contemplated business. Promisor will have or has had its employees, contractors or agents who have access to Confidential Information of the Discloser sign a non-disclosure agreement in content substantially similar to this Agreement and will promptly notify the Discloser in writing of the names of each such employee upon the request of the Discloser at any time. Promisor agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that Promisor utilizes to protect its own Confidential Information of a similar nature, but in any