

# EMPLOYMENT CONTRACT

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BE IT KNOWN THAT THIS AGREEMENT, DATED AS OF THE DATE HEREOF, IS ENTERED INTO \_\_\_\_\_ BETWEEN PHALANX TRADE COMPANY & SERVICES LLC, (hereafter referred to as the "Employer"), located at 1150 FIRST AVE, STE 511 , KING OF PRUSSIA, Pennsylvania , 19406 AND \_\_\_\_\_ (referred to as the "Employee" from this point forward) resides at \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ .

IN WITNESS WHEREOF, the aforementioned parties declare their intent to enter into this Agreement and the necessity of defining and laying out in this document the terms and conditions of employment of the aforementioned employee.

Therefore, the following is sincerely agreed upon and made legally enforceable by the Employer and the Employee in consideration of the mutual covenants and agreed-upon terms set forth below:

## **EMPLOYMENT**

PHALANX TRADE COMPANY & SERVICES LLC , is a company operating in \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , here by hires \_\_\_\_\_ in the position of \_\_\_\_\_ , and the employee hereby consents to work in that capacity for commencing on \_\_\_\_\_ and ending on this date and that time of the employee's You can terminate according to the termination clause below.

Return of Employer Asset :

- Key or key cards
- Company identification (id)
- Computer
- Company credit cards
- Employer related documents
- Other

## **PERFORMANCE OF DUTY**

The Employee, \_\_\_\_\_ , hereby agrees to devote all of his or her time and attention, while at work, to carrying out his or her responsibilities and attending to the business affairs of the Employer, in addition to carrying out those responsibilities faithfully and effectively as instructed by the Employer's CEO or supervisor. The Employer does not intend to assign duties and responsibilities that are outside the normal range and requirements of this position, or that might not be expected of other workers of a comparable rank and position. However, whether by reorganizing his or her job or promotion, the Employer retains the right to expand and/or change the Employee's function and obligations.

The Employer will have the exclusive discretion to adjust the Employee's pay scale as a result of a promotion or change in duties.

### **Specific Job Related Duties:**

## **REPAYMENT & BENEFITS**

The Employee shall be compensated for his or her services during the Employment Period in line with the

following terms and conditions of this Agreement: Employee will receive Hourly salary of \_\_\_\_\_ with Annual evaluations and/or rate increases when thought appropriate, with the exact amount to be decided by the Employee's supervisor.

The following is how checks will be issued:

Monthly paycheck issued every Monday.

The individual will be qualified for additional benefits offered to employees with comparable ranks and positions.

## **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION**

Any paperwork, info, or knowledge regarding the operation or business of the Employer or any of its subsidiaries or affiliates that the Employee obtained or was given access to him throughout the course of his/her employment with the Employer, subsidiaries, or affiliates may not at any time be disclosed, released, or removed for the use of the Employee or that of any other person or business. The Employer and Employee also concur on the following:

- 1.Public knowledge is not included in confidential information.
- 2.Without the Employer's prior written consent, the Employee is not permitted to duplicate or modify any confidential information.
- 3.Any written papers and/or materials of a confidential character must be immediately returned to the Employer upon cessation of employment (whether voluntary or involuntary).
- 4.Copyrighted material ,Trade secrets ,Products ,Product designs ,Processes ,Prices ,Costs ,Discounts ,Customer lists ,Marketing lists ,Business affairs ,Future plans ,Deals in negotiation ,Inventions ,Technical matters ,

## **UNAUTHORIZED DISCLOSURE**

The Employer shall be entitled to obtain an injunction to prevent the Employee from disclosing or further disclosing, in whole or in part, Confidential Information if the Employee violates this agreement during or after the termination of employment by disclosing or threatening to disclose any information of a confidential nature. For any loss and/or damages brought on by any illegal disclosure made by the Employee during or after the termination of employment, the Employer shall also be permitted to pursue additional legal remedies as may be deemed necessary.

## **REMEDIES**

The Employer holds the right to promptly terminate Employee's employment and all other duties to make payments under this agreement should the Employee at any point violate any of the covenants or commitments outlined in "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE." The Employee agrees that the Employer shall be empowered to any legal remedy or injunction, as may be considered suitable by the Employer or a court of law, from any actual or threatened breach of this agreement. The Employee recognizes that the Employer could suffer permanent and irreparable damage and injury through a violation of the provisions within "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE."

## **EDUCATION AND/OR TUITION REIMBURSEMENT**

The Employer shall reimburse the Employee for Zero percent of the pre-approved Educational Institution College costs for up to a maximum of 1000 credits per year from an accredited institution.

Reimbursement for any course shall be contingent upon approval from the Employer prior to the Employee's enrollment, and the submission of an official transcript as proof of successful completion of the course(s) with a minimum grade of A. The Employer shall pay or reimburse Employee the cost for any book(s) and/or supplemental material required for each pre-approved course that the Employee is enrolled in and has successfully completed by achieving the minimum grade level requirement as mentioned above.

Should the Employee fail to meet the minimum required grade level, the cost for the specific course in which the Employee failed to meet minimum requirement, and any required book or supplement, shall become the sole responsibility of the Employee.

## **CHANGE TO THE AGREEMENT**

This agreement may not be amended unless by mutual written agreement of the parties (the Employer and Employee). A start date for the modification to the original Employment Contract must also be included in any amendment.

## **ARRANGEMENT TERMINATION**

Any of the following events may result in the termination of the employment period:

- Date of the Employee or Employer's "at-will" termination;
- When the Employee passes away;
- The cause may include, but is not limited to, the Employee's willful breach of this agreement, the Employee's willful wrongdoing, material damage to the Employer, or the Employee's death.
- Should either the Employer or Employee decide to terminate their working relationship and/or this Employment Contract, the party wishing to end this Agreement, either due to the completion of the project for which the Employee was hired or the Employee seeking employment elsewhere, shall provide a minimum advance written notice of days by the Employer or a minimum advance written notice of 1 days by the Employee.

## **NOTICES**

Any notification needed or permitted under this agreement shall be in writing and delivered by registered mail to the Employer at its major office or, where applicable, to the Employee at his or her home address.

## **NON-ASSIGNMENT**

The Employee's rights under the agreement are not transferable, alienable, or encumbered, and they are not subject to any claims from the Employee's creditors.

## **NON-COMPETE AND NON-SOLICITATION AGREEMENT**

During Employee's period of employment with the Employer, in the state of Pennsylvania, and for a period of 1 Year following termination of employment however caused, the Employee shall not seek or gain employment with any business that is in competition with the Employer, its subsidiaries or affiliates within a 20 mile radius of Pennsylvania, for a period of 1 Year after termination of employment.

## **INTELLECTUAL PROPERTY OWNERSHIP**

During the course of the Employee's employment with the Employer, in the case, while carrying out his or her regular duties and responsibilities or others that may be specifically assigned to the Employee, either alone or in collaboration with another person, the Employee shall straight away notify the Employer if he or she develops any such intellectual property, including but not limited to any work where copyright exists or may exist. Additionally, the Employee understands and agrees that the Employer shall be considered the owner of all such intellectual property, copyright, and other intellectual property rights like.

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here under unconditionally and irrefutably waives any and all moral or similar rights with regard to any work in which the Employee has created copyright throughout this course of employment in every jurisdiction in the world, and that such rights may be waived for each individual jurisdiction. The Employer, its successors, assigns, licensees, and any third parties acting on behalf of the Employer, its successors, or its assigns are all covered by the waiver that is thus granted.

## **SUCCESSORS**

Any person or business who purchases all or nearly all of the Employer's assets and business, whether through a sale, merger, or other transaction, shall be legally bound by the terms of this agreement, as well as any successors or assigns.

## **COMPLETE AGREEMENT**

There are no further guarantees or conditions, either oral or written, outside of what is stated in this agreement. It comprises the entire Agreement of both the Employer and the Employee. Any past is written, or verbal agreements between the parties are superseded by this agreement.

## **PROBATION PERIOD**

It is understood and agreed that the first \_\_\_\_\_ days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

## **DISABILITY**

Subject to the provisions stipulated within "AMENDMENT AND/OR CANCELLATION OF AGREEMENT," should the Employee's employment be terminated by reason of his/her disability (as expressed below), the Employee will continue to receive his/her regular annual salary and benefits set forth above in "COMPENSATION & BENEFITS" to the end of the Zero full calendar months in connection with said disability, and which is not to exceed beyond the Employment Period. For intended purpose of this Agreement, "disability" is defined as a physical or mental impairment which would render the Employee incapable of performing his/her duties and responsibilities as determined by an independent physician provided and paid for by the Employer.

## **SEVERABILITY**

If any provision of these Terms is found to be invalid or unenforceable, in whole or in part, only that

specific provision or portion of this agreement will be affected; the remaining portions of the provision in question and all other provisions of this agreement will continue to be valid and enforceable.

## **LAW THAT APPLIES**

The terms of the Agreement shall be construed in line with Pennsylvania current legal system.

## **COPIES OF AGREEMENTS**

The Employer and Employee have each signed a copy of this agreement, which the Employee acknowledges receiving.

IN Proof WHEREOF, the Employee has signed the document with his or her hand, and the Employer has caused it to be signed in its name and on its behalf as \_\_\_\_\_ of the date written in the document.

\_\_\_\_\_  
(Employee signature)

\_\_\_\_\_  
(Employee Name)

\_\_\_\_\_  
(Employer/Duty authorized representative signature)

Michael Fred

\_\_\_\_\_  
(Employer/Duty authorized representative Name)

Chief Executive Officer

\_\_\_\_\_  
(Employer/Duty authorized representative Title)