

# Employee Agreement



This **Agreement** made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (the “Company”) and \_\_\_\_\_ (the “Employee”).

**WHEREAS**, the Company desires to employ Employee for the period and upon and subject to the terms herein provided; and

**WHEREAS**, the Company desires to be assured that Employee (i) will not compete with the Company for the period and within the geographical areas hereinafter specified and (ii) will not employ or disclose any of the Company’s proprietary or confidential information;

**WHEREAS**, Employee is willing to agree to be employed by the Company upon and subject to the terms herein provided;

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

- 1. At Will Employment.** Employment with the Company is for an unspecified duration and constitutes “at-will” employment. This employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or Employee, with or without notice.
- 2. Compensation.** The Company will pay Employee base pay for his services rendered hereunder at an initial annual rate of \$\_\_\_\_\_. Employee’s salary shall be paid in accordance with the Company’s regular payroll practices as determined by the Company, subject only to such payroll and withholding deductions as are required by law and such other payroll deductions, as are determined by the Company policy or as Employee may approve.
- 3. Vacation.** Employee shall be entitled to \_\_\_\_ weeks of paid vacation (selected by Employee, but subject to the reasonable business requirements of the Company as determined by Employee’s immediate supervisor) during each full year of employment. Vacation granted, but not used in any year shall be forfeited at the end of such one-year period and may not be carried over to any subsequent year.
- 4. Fringe Benefits.** In addition to any other right the Employee may have hereunder, the Employee shall also be entitled to receive those fringe benefits, including, complimentary food and beverages, medical insurance, disability insurance and life insurance, etc., if any as may be provided by the Employer to similar employees of the Employer.

# Employee Agreement



5. **Duties.** Employee shall fill the position of (**EMPLOYEE'S POSITION**) and shall have the duties ascribed to this position as described in the job description attached in **EXHIBIT A (ATTACH EMPLOYEE JOB DESCRIPTION LABELED "EXHIBIT A")** and other duties as assigned to him by the Company from time to time in its sole discretion. Employee shall act at all times to promote the Company's business and best interests.
6. **Conflicting Employment.** Employee agrees that, during the term of employment with the Company, Employee will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of employment, nor will Employee engage in any other activities that conflict with Employee's obligations to the Company.
7. **Confidentiality.** Employee shall not, either during the period of his employment with the Company or thereafter, reveal or disclose to any person outside the Company or use to his own benefit, including strategic and development plans, financial statements, products and services, financial condition, pricing data, business plans, co-developer identities, data, business records, customer lists, project records, correspondence, market reports, employee lists and employee information, suppliers and vendor lists, food and beverage recipes, formulas, business manuals, policies and procedures, ideas, concepts, systems, practices, methods, techniques, processes, studies, technologies, inventions, discoveries or theory and all other information which may be disclosed by the Company, and whether or not made, developed and/or conceived by Employee or by others in the employ of the Company. Upon the termination of Employee's employment in any manner or for any reason, Employee shall promptly surrender to the Company all copies of any of the foregoing, together with any other documents, materials, data, information and equipment belonging to or relating to the Company's business and in his possession, custody or control, and Employee shall not thereafter retain or deliver to any other person, any of the foregoing or any summary or memorandum thereof.
8. **Returning Company Documents.** Employee agrees that, at the time of leaving the employ of the Company, Employee will deliver to the Company (and will not keep in possession, recreate or deliver to anyone else) any and all software, devices, records, manuals, operating procedures, recipes, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, keys to doors, locks and safes, other documents or property, or reproductions of any aforementioned items developed by Employee pursuant to Employee's employment with the Company or otherwise belonging to the Company, its successors or assigns.
9. **Notification to New Employer.** In the event that Employee leaves the employ of the Company, Employee hereby grants consent to notification by the Company to Employee's new employer about Employee's rights and obligations under this Agreement.

# Employee Agreement



- 10. Restriction.** Employee agrees that during the period of his employment hereunder and for 24 months from termination of employment for any reason, whichever date is later:
- a) Employee will not hold an interest, directly or indirectly, as an investor in any other business or enterprise, operating within the geographic area served by the Company, whose business is similar to that of the Company or which is engaged in competition with the Company; and
  - b) Employee will not, directly or indirectly for his own account or as investor, employee, consultant, officer, director, partner, joint venture or otherwise, engage within the geographic area served by the Company, in any phase of the business in which the Company is engaged at the time of termination of employment or otherwise compete with the Company in such geographic area.
- 11. Solicitation of Employees.** To the extent permitted by law, Employee agrees that for a period of twelve (12) months immediately following the termination of employment with the Company for any reason, whether with or without cause, Employee shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for Employee or for any other person or entity.
- 12. Severability.** Employee and the Company are of the belief that the period of time and the area herein specified in 10 and 11 above are reasonable in view of the nature of the business in which the Company is engaged the state of its development and Employee's knowledge of the business. However, if such period or such area should be adjudged unreasonable in any judicial proceeding, then the period of time shall be reduced by such number of months or such area shall be reduced by elimination of such portion of such area, or both, as are deemed unreasonable, so that this covenant may be enforced in such area and during such period of time as is adjudged to be reasonable.
- 13. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first-class, registered or certified mail, postage prepaid, addressed (a) if to Employee, to such address the Employee shall furnish to the Company in writing for the purpose; and (b) if to the Company, at its principal place of business, (**COMPANY ADDRESS**).
- 14. Entire Agreement.** This Agreement contains the entire agreement between the Company and the Employee with respect to the subject matter hereof and there have been no oral or other agreements of any kind whatsoever as a condition precedent or inducement to the signing of this Agreement or otherwise concerning this Agreement or the subject matter hereof.

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**15. Amendments.** This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be affected except by an instrument in writing executed by or on behalf of the party against whom enforcement of any waiver, change, modification, consent or discharge is sought.

**16. General Provisions.** Employee further agrees that his obligations hereunder shall be binding upon him irrespective of the duration of his employment by the Company, the reasons for any cessation of his employment by the Company, or the amount of his compensation and shall survive the termination of this Agreement (whether such termination is by the Company, by the Employee, upon expiration of this Agreement or otherwise).

Employee represents and warrants to the Company that he is not now under any obligations to any person, firm or corporation, and has no other interest which is inconsistent or in conflict with this Agreement, or which would prevent, limit or impair, in any way, the performance by him of any of the covenants or his duties in his employment hereunder.

**17. Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the law (other than the law governing conflict of law questions) of the State of **(STATE)**.

**IN WITNESS WHEREOF**, the parties have executed or caused to be executed this Agreement as of the date first above written.

**Employee:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

# Employee Agreement



**EXHIBIT A**

(Position)

(Company Name)

JOB DESCRIPTION

(place details of employee’s job description here)  
(job description templates can be downloaded on IFBA.com.my)