**{{ text\_company\_legal\_name|upper }}**

**AT-WILL EMPLOYMENT AGREEMENT**

This At-Will Employment Agreement (the “Agreement”) is entered into as of the date set forth below by and between {{ text\_company\_legal\_name }} (“{{ text\_company\_short\_name }}” or the “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“You(r)(s)”). {{ text\_company\_short\_name }} and You may be referred to individually as a “Party,” or collectively as the “Parties.”

**RECITALS**

1. Upon the terms and conditions set forth in this Agreement, {{ text\_company\_short\_name }} wishes to hire You on an at-will basis in the job position described in Exhibit “A” to the Employee Handbook (the “Handbook”), a copy of which You acknowledge already receiving concurrently with this Agreement. You in turn wish to work for {{ text\_company\_short\_name }} in that capacity.
2. Unless defined differently below, capitalized terms used in this Agreement shall have the same meanings assigned to them in the Handbook.

**AGREEMENT**

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

 **Recitals**. The Parties acknowledge and agree to the accuracy of the Recitals set forth above and incorporate them into this Agreement by this reference.

 **Review of Employee Handbook**. You agree to carefully read the Handbook and ask {{ text\_hr\_person }} any questions You have about its contents, as well as any questions You may have about the terms of this Agreement. You acknowledge that {{ text\_company\_short\_name }} has notified You about Your right to have an attorney of Your choice, at Your own expense, review this Agreement with You (and, of course, the Handbook) before You sign it. By signing below, therefore, You’re specifically representing that You understand each of the provisions contained in this Agreement and that {{ text\_company\_short\_name }} may rely upon that representation. Finally, You acknowledge and agree that absent clear language specifically incorporating into this Agreement selected conditions, procedures, rules, and policies contained in the Handbook, the Handbook itself, either in part or in its entirety, does not constitute an express or implied contract of any kind, whether for employment purposes or otherwise, with {{ text\_company\_short\_name }}. Only this Agreement does that, and only to the extent specifically set forth in this Agreement.

 **Position and Duties**. You shall diligently and conscientiously devote Your time, attention, energy, knowledge, skill, and efforts to performing Your job duties for {{ text\_company\_short\_name }}, including those specifically set forth in the Handbook, as well as those that may be established from time to time by or under the direction of {{ text\_company\_short\_name|possessive }} managers, officers, or Your supervisor(s). You acknowledge and agree with and to the conditions, procedures, rules, and policies contained in § 1 of the Handbook, which is incorporated into this Agreement by this reference.

 **Non-Circumvention**. At all times during Your employment with {{ text\_company\_short\_name }}, and absent written consent signed by an officer, director, or manager at {{ text\_company\_short\_name }}, You shall not directly or indirectly perform any personal or professional services, whether compensated or otherwise, on behalf of any of {{ text\_company\_short\_name|possessive }} customers, clients, vendors, or competitors. Likewise, while employed by {{ text\_company\_short\_name }}, You shall not enter into any business/employment relationship with any customers, clients, vendors, or competitors of {{ text\_company\_short\_name }} unless You are engaging in such a relationship as part of Your employment duties with {{ text\_company\_short\_name }}. Finally, for a period of one (1) year following Your voluntary or involuntary termination of employment with {{ text\_company\_short\_name }}, You agree not to solicit for employment any of {{ text\_company\_short\_name|possessive }} employees or independent contractors.

 **At-Will Employment**. At all times during Your employment with {{ text\_company\_short\_name }}, unless otherwise specified in a subsequent written agreement signed by {{ text\_name\_person\_change\_atwill }}, You shall be an at-will employee. Consequently, both {{ text\_company\_short\_name }} and You shall have the right to terminate Your employment with the Company at any time, with or without notice, cause, or reason. You acknowledge and agree that no *oral* representation by any person, including any of {{ text\_company\_short\_name|possessive }} managers, directors, employees, or officers, may ever be treated by You as either an express or implied employment agreement with the Company, nor alter Your at-will employment status with {{ text\_company\_short\_name }}. You therefore agree with and to the conditions, rules, or policies set forth in § 22 of the Handbook, which is incorporated into this Agreement by this reference.

 **Place of Employment**.radio\_work\_one\_or\_several\_locations == "One Location" While You may have to travel from time to time, for the most part, You will perform the bulk of Your job duties for {{ text\_company\_short\_name }} at its offices located at {{ text\_one\_location\_address }}.###radio\_work\_one\_or\_several\_locations != "One Location" Although Your job requires You to work in a variety of locations, for record-keeping purposes, You may list Your office address as {{ text\_main\_corporate\_address }}. ###

 **Compensation**. {{ text\_company\_short\_name }} will pay You in the manner described in § 2 of the Handbook, which is incorporated into this Agreement by this reference. You therefore agree with and to the conditions, procedures, rules, and policies contained in that section.

 **Benefits**. yn\_exempt\_benefits == "Yes" You are entitled to participate in any defined employee benefit plan that {{ text\_company\_short\_name }} offers to similarly situated employees. Your participation in such benefit plan(s) is subject to the specific limitations, if any, inherent in each of those plan(s). ###yn\_exempt\_benefits == "No" At this time, {{ text\_company\_short\_name }} does not offer any benefits to its employees. However, in the event that {{ text\_company\_short\_name }} decides to offer benefits to its employees, You will be entitled to participate in any defined employee benefit plan(s) that {{ text\_company\_short\_name }} elects to provide to its employees, subject to specific limitations, if any, inherent in each of those plans, and as described in § 3 of the Handbook.###

 **Time Off**. You shall be entitled to any paid or unpaid time off for which You are eligible, as described in §§ 5 and 6 of the Handbook, both of which are incorporated into this Agreement by this reference.

 **Business Expense Reimbursement**. Section 4 of the Handbook addresses Your right to reimbursement of necessary business expenses. You agree with and to the conditions, procedures, rules, and policies contained in § 4 of the Handbook, which is incorporated into this Agreement by this reference.

 **Confidentiality and Non-Disclosure**. You not only acknowledge and agree with and to the importance of the conditions, rules, and policies contained in § 11 of the Handbook, which is incorporated into this Agreement by this reference, but You also agree to strictly abide by those conditions, procedures, rules, and policies. You specifically acknowledge the proprietary value of {{ text\_company\_short\_name|possessive }} Confidential Information, as that term is defined in § 11 of the Handbook, and You acknowledge and agree that {{ text\_company\_short\_name|possessive }} Confidential Information, to which You will have access as an employee of the Company, constitutes a special, valuable, and unique asset to {{ text\_company\_short\_name }}. You therefore agree that, except as is required to perform Your job duties, You will not use the Company’s Confidential Information for any reason, including without limitation, to directly or indirectly solicit {{ text\_company\_short\_name|possessive }} customers or clients, or to interrupt, disturb, or interfere with the Company’s relationships with its customers or clients. Likewise, You also agree that the Confidential Information may not be shared with either a fellow employee who does not have a business need to know such Confidential Information, or for that matter, with anyone who is not an employee of {{ text\_company\_short\_name }}, without the express written consent of {{ text\_hr\_person }}. And finally, You acknowledge and agree that in the event that You violate this provision of the Agreement, no matter when such a violation occurs, in addition to any other legal and equitable remedies available to {{ text\_company\_short\_name }}, the Company shall be entitled to seek injunctive relief without the necessity of posting a bond.

 **Interpretation by Court—Confidentiality**. The Parties specifically intend this Agreement’s Confidentiality and Non-Disclosure provision to be interpreted as broadly as the law will permit. Consequently, in the event that a court of competent jurisdiction determines that all or part of § 9 of this Agreement violates California law or any public policy, or is otherwise unenforceable in whole or in part, the Parties acknowledge and agree that the Court shall rewrite, narrow, and interpret § 9 of this Agreement to the extent necessary to ensure as broad an interpretation as the law will permit.

 **Intellectual Property / Work for Hire**. You not only acknowledge and agree with and to the importance of the conditions, procedures, rules, and policies contained in § 12 of the Handbook, which is incorporated into this Agreement by this reference, but You also agree to strictly abide by those conditions, procedures, rules, and policies.

 **Interpretation by Court—Intellectual Property**. The Parties specifically intend this Agreement’s Intellectual Property/Work for Hire provision to be interpreted as broadly as the law will permit. Consequently, in the event that a court of competent jurisdiction determines that all or part of § 10 of this Agreement violates California law or any public policy, or is otherwise unenforceable in whole or in part, the Parties acknowledge and agree that the Court shall rewrite and interpret § 10 of this Agreement to the extent necessary to ensure as broad an interpretation as the law will permit.

 **Electronic Systems**. You not only acknowledge and agree with and to the importance of the conditions, procedures, rules, and policies contained in § 16 of the Handbook, which is incorporated into this Agreement by this reference, but You also agree to strictly abide by those conditions, procedures, rules, and policies. You further acknowledge and agree that You shall be solely responsible for any loss or damage arising out of Your personal use of {{ text\_company\_short\_name|possessive }} Electronic Equipment, whether or not such personal use is in compliance with or violation of {{ text\_company\_short\_name|possessive }} policies and procedures.

 **No Violation of Previous Obligations**. In addition to agreeing to abide by the conditions, procedures, rules, and policies contained in § 24 of the Handbook, which is incorporated into this Agreement by this reference, You specifically represent that You are aware of no legal or enforceable restrictions of any kind, including those related to a prior employer(s), that would legally prevent You from performing *all* of the job duties for which {{ text\_company\_short\_name }} has hired You. You agree to inform {{ text\_company\_short\_name }} about any such restrictions and immediately provide {{ text\_hr\_person }} with as much information about such restrictions as possible, including copies of any agreements between You and Your prior employer(s). You further acknowledge and agree that You did not take with You any proprietary or confidential documents or materials of any kind, electronic or otherwise, that belong to Your prior employer(s) without written authorization to do so. In the event that an action is filed by a third party, including any former employer(s) of Yours, related in any way to Your possession of or use of that third party’s proprietary or confidential information, You agree to indemnify, protect, and hold {{ text\_company\_short\_name }} harmless from any such claims, damages, judgments, losses, or actions, including the Company’s attorneys’ fees and costs, incurred by {{ text\_company\_short\_name }} in defending itself from such claims.

 **Harassment**. {{ text\_company\_short\_name }} takes the harassment of any employee, in any form, very seriously. Consequently, You agree to abide by the conditions, procedures, rules, and policies contained in § 18 of the Handbook, which is incorporated into this Agreement by this reference.

 **Return of Company Property**. As is referenced in § 23 of the Handbook, in the event of Your departure from {{ text\_company\_short\_name }} (e.g., Your termination or voluntary leave), or upon the Company’s request, You agree to promptly deliver to {{ text\_hr\_person }} all records, files, computer disks, memoranda, documents, lists, and other information regarding or containing any of {{ text\_company\_short\_name|possessive }} Confidential Information, trade secrets, or Intellectual Property, including all copies, reproductions, summaries, or excerpts then in Your possession, custody, or control. At the same time, You also agree to deliver all {{ text\_company\_short\_name }}-owned property issued to You, including but not limited to {{ text\_company\_short\_name|possessive }} Electronic Equipment, keys, entry cards, FOBs, parking passes, and credit cards. Should You discover any of {{ text\_company\_short\_name|possessive }} property, including its Confidential Information or Intellectual Property, in Your possession, custody, or control after Your termination or departure from {{ text\_company\_short\_name }}, You agree to immediately return such material to {{ text\_company\_short\_name }} without retaining copies or excerpts of any kind. Finally, You agree that in the event of Your breach of this provision of the Agreement, in addition to any other legal and equitable remedies available to {{ text\_company\_short\_name }}, the Company shall be entitled to seek injunctive relief without the necessity of posting a bond.

 **Sworn Declaration**. Within seven (7) calendar days of {{ text\_company\_short\_name|possessive }} written request to You, which may be made either during or after the end of Your employment with {{ text\_company\_short\_name }}, You shall provide {{ text\_company\_short\_name }} with a sworn written certification that the above-required return of {{ text\_company\_short\_name|possessive }} property took place. Such sworn certification shall contain, as the final sentence before the signature block, the following statement: *“I certify under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and accurate.”*

yn\_will\_employees\_ever\_driving\_vehicle\_company\_time != "No"

 **Vehicle Use Agreement**. As is referenced in § 15 of the Handbook, Your health and safety is important to the Company. This concern extends to Your use of a vehicle for business-related purposes. You received a copy of the Company’s Vehicle Use Agreement concurrently with this Agreement. You agree to read and sign the Vehicle Use Agreement, at which point it shall become part of this Agreement. In the event that You ever drive while on any Company business, regardless of whether the vehicle in question is owned, leased, or borrowed by You or {{ text\_company\_short\_name }}, You agree to always maintain a valid California driver’s license, obey all applicable traffic and safety laws, properly secure any equipment or tools that You might be transporting, and where required by law, maintain the requisite level of insurance coverage.

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 **Alcohol & Drugs**. You not only acknowledge and agree with and to the importance of the conditions, procedures, rules, and policies contained in § 20 of the Handbook, which is incorporated into this Agreement by this reference, but You also agree to strictly abide by those conditions, procedures, rules, and policies.

yn\_mandatory\_arbitration == "Yes"

 **Binding Arbitration**. Subject to applicable law and to the exceptions set forth below, You and {{ text\_company\_short\_name }} expressly acknowledge and agree that any dispute, claim, grievance, or controversy between You and {{ text\_company\_short\_name }} arising out of, or related in any way to, this Agreement, or to Your employment with {{ text\_company\_short\_name }}, including class action claims, but excluding actions filed under California’s Private Attorney General Act (collectively, the “Claim(s)”), shall be subject to and decided by binding arbitration and governed by the Federal Arbitration Act. Both You and the Company therefore acknowledge and agree that this provision is to be interpreted as broadly as the law permits with respect to the Claims covered by this provision, that shall include, without limitation, Claims related to: (i) breaches of any contract, express or implied; (ii) constructive or actual wrongful termination in violation of public policy; (iii) discrimination; (iv) harassment; (v) torts; or (vi) violations of any federal, state, or local laws, rules, or ordinances (e.g., Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the California Family Rights Act, the Older Workers Benefit Protection Act, the Age Discrimination in Employment Act of 1967, the Sarbanes-Oxley Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act, or any disputes related to unpaid wages, meal and rest breaks, or unpaid overtime under the California Labor Code). This binding arbitration provision shall apply not only to any dispute, claim, grievance, or controversy between You and {{ text\_company\_short\_name }} arising out of, or related in any way to, this Agreement, or to Your employment with the Company, but also to such Claims that You may have against {{ text\_company\_short\_name|possessive }} officers, managers, employees, directors, shareholders, members, representatives, or agents.

 **JAMS / California Law**. Arbitration of all Claims shall be decided according to the substantive laws of the State of California, and shall be conducted before a neutral arbitrator at Judicial Arbitration and Mediation Services (“JAMS”) in, or as near as possible to, {{ text\_county\_lawsuits }} County, California. The arbitrator shall be a retired judge. The arbitration shall also be conducted in accordance with JAMS’ Employment Arbitration Rules & Procedures (the “Rules”). A copy of the Rules can be found at JAMS’ website (https://www.jamsadr.com). In the event that the Rules conflict with a specific provision of this Agreement, this Agreement shall control. In the event that the Rules conflict with applicable federal or state law, the law shall control. The Party demanding the arbitration shall present a list of three neutral JAMS arbitrators to the other Party. If the other Party does not approve of any of the arbitrators on the list presented by the demanding Party, then the other Party may submit a list of its three choices, and so forth. If the Parties cannot, within 10 business days of a Party’s initial arbitration demand, agree upon an arbitrator, the arbitrator shall be selected according to the Rules.

 **Arbitrator’s Authority / Written Decision**. The arbitrator shall have the power and authority to decide all Claims between the Parties, including without limitation, dispositive motions and discovery disputes. Once the arbitrator has made a decision regarding the Claims, the arbitrator shall provide the Parties with a written decision detailing the legal and factual basis of the arbitrator’s findings and conclusions. Judgment on the award rendered by the arbitrator may be entered in the superior court of the same county where the arbitrator decided the case, or in any other location that may be appropriate.

 **Waiver of Class Claims**. The Parties acknowledge and agree that each may only arbitrate or litigate Claims against the other Party in their respective individual capacities, and not as class members, representatives, or participants. Likewise, the Parties further acknowledge and agree that they are barred from bringing or participating in any class action suits or claims in any state or federal court, whether as class members, representatives, or otherwise, against the other Party if such actions are related to employment with {{ text\_company\_short\_name }}.

 **Discovery**. The Parties shall be permitted to conduct any discovery authorized by the Rules, although the arbitrator may, in his/her discretion, expand the scope of such discovery.

 **Fees and Costs During Arbitration**. In the event that You initiate the arbitration, during its course, {{ text\_company\_short\_name }} shall pay the hearing fees and costs, including the fees charged by the arbitrator, but only after You have already paid filing fees in an amount equal to what You would have had to pay had You filed the Claim in court. This provision does not apply to arbitration initiated by the Company, nor to the Parties’ respective attorneys’ fees and costs, for which, during the pendency of the arbitration, each Party shall be solely responsible.

 **Attorneys’ Fees and Costs For Prevailing Party**. Subject to applicable law, if any legal action is brought to enforce or interpret this Agreement, or that otherwise involves any action, dispute, controversy, or proceeding related in any way to Your employment with {{ text\_company\_short\_name }} (i.e., the Claims), the arbitrator shall award the prevailing party their reasonable attorneys’ fees and costs incurred in that action, dispute, controversy, or proceeding, in addition to any other relief to which they may be entitled. This provision is intended to require an award of reasonable attorneys’ fees and costs to the prevailing party in any employment-related Claims, involving those related to: (i) retaliation; (ii) wrongful or unlawful termination; (iii) common law torts; (iv) contract; (v) the Unruh Act; (vi) the California Fair Employment and Housing Act; (vii) Title VII of the Civil Rights Act of 1964; (viii) the Equal Pay Act; (ix) the Age Discrimination in Employment Act of 1967; (x) the Americans with Disabilities Act of 1991; (xi) the Family and Medical Leave Act; (xii) any amendments to any of the aforementioned acts; and (xiii) violations of any other Federal or California employment statutes or laws, or violation of any other law, rule, regulation or ordinance pertaining to wages, compensation, hours worked, employment, termination, or any other aspect of Your employment relationship with {{ text\_company\_short\_name }}. *Notwithstanding the foregoing, to the extent that the law permits an award of fees in only those cases where a plaintiff’s lawsuit was deemed frivolous or was filed in bad faith, this provision shall be so limited.*

 **No Bar to Administrative Claims**. Nothing in this Agreement is intended to prevent You from pursuing any administrative claim with a local, state, or federal administrative agency, including without limitation: (i) the California Department of Fair Employment and Housing; (ii) the California Employment Development Board; (iii) the California Worker’s Compensation Board; (iv) the National Labor Relations Board; or (v) the Equal Employment Opportunity Commission.

 **Arbitrability**. The arbitrator shall have the exclusive right, power, and authority to resolve any disagreement amongst the Parties regarding the arbitrability of any claim, controversy, or dispute, including without limitation, those related to the arbitrator’s jurisdiction or the existence, scope, or validity of the arbitration provision contained in this Agreement.

 **Voluntary Acknowledgment**. The Parties acknowledge that they understand the arbitration-related provisions contained in this Agreement and that they voluntarily agree to those provisions. The Parties further agree that the arbitrator’s decision shall be final and binding upon each of them, and that their respective rights to appeal the arbitrator’s decision will be extremely limited. Finally, the Parties acknowledge and agree that in choosing to arbitrate their Claims, they are giving up substantive rights, including the right to have a jury decide such Claims. The Parties are making this acknowledgment with full knowledge of the fact that neither Party is obligated to agree to binding arbitration (as prohibited by Labor Code section 432.6), and with full knowledge of the fact that by initialing below, they are voluntarily agreeing to submit all disputes between them relating to the employer/employee relationship between the Parties to binding arbitration.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_ | **If You have read this Arbitration provision, understand it, and agree to its terms, please initial here.** |

###

 **General Provisions**. The Parties also agree to the following general provisions:

 **Extension of Obligations Upon Amendment(s) to Handbook**. You acknowledge that in the Handbook, {{ text\_company\_short\_name }} specifically reserved for itself the right to amend the Handbook. Consequently, subject to the limitation set forth below, and as a specific exception to the limitation on modifications set forth in a different paragraph of this Agreement, in the event that {{ text\_company\_short\_name }} amends the Handbook after You sign this Agreement, Your obligations under this Agreement shall automatically extend to all such applicable revisions of any sections of the Handbook incorporated into this Agreement. Such modification(s) of this Agreement shall not require the signatures of the Parties, and instead such modifications to this Agreement shall automatically go into effect, unless, within seven days from {{ text\_company\_short\_name|possessive }} announcement of the amendment to the Handbook, You provide {{ text\_company\_short\_name }} with written notification of Your election not to agree to any applicable revision(s).

 **Notice**. All notices required under this Agreement shall be in writing and shall be delivered to {{ text\_company\_short\_name|possessive }} principal offices in California, or if to You, then to the address that the Company has on file for You (or at any subsequent address the Parties may request in writing that such notices be sent). All notices shall be in writing and delivered via: (i) certified mail, return receipt requested; (ii) personal delivery if accompanied by proof of delivery; or (iii) a nationally recognized delivery service (e.g., Federal Express, United Parcel Service, etc.) requiring proof of delivery. Notwithstanding the foregoing, if the Parties subsequently agree in writing, whether via electronic mail, or via one of the three methods referenced above, to permit notices to be delivered via electronic mail, then all subsequent notices may be delivered in that manner.

 **No Assignment**. This Agreement is personal to You and may not be assigned except by operation of law upon Your death or incapacity.

 **Waiver**. No breach of any provision(s) in this Agreement can be waived unless done so in writing and signed by the Parties. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision, nor shall a waiver of a specific provision on any particular occasion be deemed a permanent waiver of that provision.

 **Headings**. The section headings that appear throughout this Agreement have been provided solely for the convenience of the Parties, and do not define or limit the scope of any provision. Consequently, the headings shall not be considered when interpreting this Agreement.

 **Interpretation / Arm’s Length**. The Parties acknowledge and agree that they each entered into this Agreement at arm’s length. The Parties further acknowledge and agree that, at least with respect to the legal interpretation of this Agreement, each has participated in the negotiation and drafting of this Agreement. Accordingly, both {{ text\_company\_short\_name }} and You agree that any rule of law or legal decision that would require interpretation of this Agreement against the Party that has drafted it, including Civil Code section 1654, is not applicable and is irrevocably and unconditionally waived.

yn\_mandatory\_arbitration != "Yes"

 **Applicable Law / Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in {{ text\_county\_lawsuits }} County.

 **Attorneys’ Fees**. Subject to applicable law, if any legal action is brought to enforce or interpret this Agreement, the prevailing Party shall recover their reasonable attorneys’ fees and costs incurred in that action or in the collection on any judgment, in addition to any other relief to which they may be entitled. *Notwithstanding the foregoing, to the extent that the law permits an award of fees in only those cases where a plaintiff’s lawsuit was deemed frivolous or was filed in bad faith, this provision shall be so limited.*

###

 **Severability**. In the event that all or part of any provision in this Agreement becomes or is declared by a court/arbitrator of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such language. If, however, the absence of such language materially alters the rights, limitations, or obligations of the Parties, the above-referenced court/arbitrator shall determine each Party’s rights, limitations, and obligations according to the intent of this Agreement when considered as a whole.

 **Entire Agreement**. You acknowledge and agree that this Agreement constitutes the entire contract and understanding between You and {{ text\_company\_short\_name }} regarding Your employment with {{ text\_company\_short\_name }}, and supersedes all previous or contemporaneous contracts or understandings, either written or oral, relating to such employment. Except as specifically provided above, modifications or revisions to this Agreement shall only be effective if in writing and signed by the Parties.

 **Counterparts**. The Parties may execute this Agreement in counterparts, each of which may be deemed an original, and all of which, when taken as a whole, may constitute a single document. This Agreement may also be signed via facsimile.

SIGNATURES FOLLOW ON NEXT PAGE

The Parties have signed this Agreement as of the dates set forth below.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Employee Signature]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Employee Printed Name]

{{ text\_company\_legal\_name|upper }}

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name