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**CORPORATION NAME HERE**

**EMPLOYMENT AGREEMENT  
(Employee Name Here)**

This EMPLOYMENT AGREEMENT (“Agreement”) between (COMPANY NAME HERE), INC. (“(Company Name Here)”) and (Employee Name Here) (“(Employee Name Here)”) is dated as of \_\_\_\_\_, 200X.

**Recital**

(Company Name Here) wants to employ (Employee Name Here), and (Employee Name Here) wants to be employed with (Company Name Here), under the terms and conditions of this Agreement.

**Agreement**

In consideration of the mutual promises set forth in this Agreement, the parties agree and acknowledge as follows:

1. Effective Date and “At-Will” Status. This Agreement is effective as of the date first set forth above. (Employee Name Here) agrees that his/her employment with (Company Name Here) is “at-will” and may be terminated for any reason by either he or (Company Name Here) at any time, and that nothing in this Agreement shall be deemed a promise of continued employment for any term. All employment terms are contained in this Agreement, and no statement by (Company Name Here), or any of its directors, officers, or agents will constitute a change to this Agreement, including at-will employment, unless in a writing signed by (CEO Name Here), (Company Name Here)’s Chief Executive Officer.

2. Position, Duties and Best Efforts.

**2.1 Position and Duties.** (Company Name Here) will employ (Employee Name Here) as its (TITLE OR POSITION HERE). (Employee Name Here) will initially report to (CEO Name Here). (Employee Name Here) shall faithfully and diligently perform his/her assigned duties, which may include all duties normal and customary to a (TITLE OR POSITION HERE) of a similar company. This includes, without limitation, that (Employee Name Here) shall perform the following: \_\_\_\_\_

\_\_\_\_\_ shall also be responsible for performing other duties (Company Name Here) may assign to him/her. (Company Name Here) may, from time to time, modify (Employee Name Here)’s title or add, delete or modify (Employee Name Here) ’s duties to accommodate any Company objectives or needs, with or without additional compensation

- 2.2. Best Efforts. (Employee Name Here) agrees to devote his/her best efforts, energies and skills to the discharge of the duties and responsibilities attributable to his/her position, and to this end, he will devote his/her full working time and attention exclusively to the business and affairs of (Company Name Here). (Employee Name Here) also agrees that he shall not take personal advantage of any activities or business opportunities which may arise during his/her employment and which may benefit (Company Name Here), whether or not such activities or opportunities are pursued for gain, profit or other pecuniary advantage. (Employee Name Here) shall promptly report all material facts regarding such opportunities to (Company Name Here)'s CEO for consideration by (Company Name Here). (Employee Name Here) shall comply with all of (Company Name Here)'s policies and rules, including any personnel policy manual or handbook.
3. Salary. (Employee Name Here) will receive a salary, which if annualized, would equal \_\_\_\_\_ per year. (Company Name Here) may periodically review (Employee Name Here)'s performance and compensation. Assuming the above contingency is met, (Company Name Here) will pay (Employee Name Here) his/her salary on a semi-monthly basis.
4. Incentive Compensation. (Employee Name Here) may receive a bonus and/or other incentive compensation in an amount to be determined by (Company Name Here)'s CEO. The amount, if any, and time of such bonus, shall be determined by (Company Name Here)'s CEO in his/her or her sole discretion. The failure to award any such bonus and/or other incentive compensation shall not give rise to any claim against either (Company Name Here) or any individual making such a determination.
5. Stock Based Compensation. Pursuant to (Company Name Here)'s (Year) Stock Compensation Plan ("the Plan"), as soon as practicable, (Company Name Here) will grant stock options to (Employee Name Here) on the terms and conditions set forth in a Stock Option Agreement substantially the form attached as Exhibit A. In the event of any conflict between this Agreement and the Plan and the Stock Option Agreement, the terms of the Plan and the Stock Option Agreement shall control.
6. Benefits.
- 6.1 Benefits. (Employee Name Here) may participate in any life insurance, disability, health, profit sharing, pension and other fringe benefits programs (Company Name Here) may have in effect from time to time for its eligible executives, in accordance with and subject to such plans or programs or any policies adopted by (Company Name Here) with respect to such plans or programs. However, (Company Name Here) does not obligate itself to make any particular benefit available to any of its employees through this Agreement.
- 6.3 Vacation and Other Leaves. (Employee Name Here) may take time off in accordance with any policies of (Company Name Here) as adopted and approved by the Board from time to time.

- 6.4 Reimbursement of Business Expenses. (Company Name Here) will reimburse (Employee Name Here) for ordinary and necessary expenses (including without limitation travel, entertainment and similar expenses) incurred in performing and promoting his/her required duties. (Employee Name Here) will present from time to time itemized accounts of these expenses, subject to any limits of Company policy or the rules and regulations of the Internal Revenue Service.
- 6.5 Withholdings and Deductions. (Company Name Here) shall make payroll withholdings from (Employee Name Here)'s wages as required by applicable law. By accepting this Agreement, (Employee Name Here) consents to a deduction from any amounts (Company Name Here) owes (Employee Name Here) from time to time (including amounts owed to (Employee Name Here) as wages or other compensation, fringe benefits, or vacation pay. These deductions may include, without limitation, set-offs for loans, advances, personal expenses charged to (Company Name Here), lost, damaged or unreturned Company property, as well as any other amounts owed to (Employee Name Here) by (Company Name Here)), to the extent of the amounts (Employee Name Here) owes to (Company Name Here). Whether or not (Company Name Here) elects to make any set-off in whole or in part, if (Company Name Here) does not recover by means of set-off the full amount (Employee Name Here) owes it, calculated as set forth above, (Employee Name Here) agrees to pay immediately the unpaid balance to (Company Name Here).
7. Intellectual Property. All new developments, modifications or improvements to the intellectual property used in connection with (Company Name Here)'s operations developed by (Employee Name Here) during the term of this Agreement shall be, and are, conveyed to (Company Name Here). (Employee Name Here) agrees to assign inventions to (Company Name Here) pursuant to a Proprietary Information and Confidentiality Agreement between (Company Name Here) and (Employee Name Here) substantially in the form attached as Exhibit B. The terms and provisions of this Section 7 shall be construed in a manner consistent with the provisions of all written agreements between the parties concerning proprietary information, inventions or confidentiality. Any such agreements shall remain in full force and effect unless otherwise stated in a writing signed by (Employee Name Here) and (Company Name Here)'s CEO.
8. Confidentiality. (Employee Name Here) will not, after the date this Agreement was signed, including after his/her employment with (Company Name Here) has terminated, use for his/her own purposes or disclose to any other person or entity any Confidential Business Information concerning (Company Name Here)'s business operations, unless (1) (Company Name Here) consents to the use or disclosure of its confidential information, (2) the use or disclosure is consistent with (Employee Name Here)'s duties under this Agreement, or (3) disclosure is required by law or court order. Confidential Business Information includes, without limitation, (Company Name Here)'s or its customers' trade secrets (as defined under the Washington Uniform Trade Secrets Act), various confidential information concerning all aspects of current and future operations, customer lists, nonpublic information on investment management practices, marketing plans, products, product development, pricing structure and technology. (Employee Name Here) shall also treat the terms of this Agreement as Confidential Business Information. The terms and provisions of this Section 8 shall be construed in a manner

consistent with the provisions of any other written agreements between the parties concerning confidentiality. Any such agreements shall remain in full force and effect unless otherwise stated in a writing signed by (Employee Name Here) and (Company Name Here)'s CEO.

9. Noncompetition. (Employee Name Here) shall not, directly or indirectly, provide any management, supervisory, employment, consulting or other services to him/herself, any other person, or any entity (including any business to be formed or in planning of formation) which is, or intends to be, competitive with (Company Name Here)'s business. (Company Name Here)'s business includes On-line education of corporate benefits and financial tools and any of (Company Name Here)'s past, current or future business, business plans or intentions that were, or could reasonably have been, known to (Employee Name Here) during the term of this Agreement or any other period during which (Employee Name Here) may have worked or provided services for (Company Name Here). Among other roles and without limitation, (Employee Name Here) may not assist or serve any competing person or entity as a shareholder, "founder," director, officer, employee, partner, agent, consultant, lessor, creditor or otherwise.

- 9.1. This Section 9 shall be in effect during the term of this Agreement and for a period equal to one year after (Employee Name Here)'s employment with (Company Name Here) has terminated, regardless of the reason for termination. If at any time (Employee Name Here) wishes to consider an opportunity that may