

Reserve Consulting

STATE OF GEORGIA

COUNTY OF CHEROKEE

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into on **DATE** by and between, Reserve Consulting and Contracting, LLC., (hereinafter referred to as "Reserve Consulting"), and **CONSULTANT NAME**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Reserve Consulting desires to enter into an agreement with Contractor on the terms and conditions hereinafter set forth; and

WHEREAS, Contractor desires to enter into an agreement with Reserve Consulting on the terms and conditions hereinafter set forth; and provide Information Systems Services (hereinafter referred to as ISS) to Independence Blue Cross, Inc., a client of Reserve Consulting (hereinafter referred to as "Client"); and

WHEREAS, all prior agreements, if any, between the parties have been terminated; and NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties, intending to be legally bound, agree as follows:

1. Scope of Work.

Reserve Consulting agrees, when and where possible, to assign Contractor to a position with Client of Reserve Consulting at Customer as agreed upon between Reserve Consulting and Contractor. Contractor agrees to work as a full time employee of Reserve Consulting at Client's place of business or otherwise at the place determined by Client, accept direction from Client and perform the services required by Client in accordance with the policies of Client for a term determined by Client in Client's sole discretion.

2. Intellectual Property.

All information systems, information systems design, programming systems, documents, reports, statements or other tangible item, design or idea created or resulting from Contractor's services provided under this Agreement for Client shall be and always remain the property of Client. In the event any question arises with respect to ownership of any information systems, information systems design, programming systems, documents, reports, statements or other tangible item, design or idea developed by Contractor in any manner whatsoever in connection only with the terms of this Agreement or on account of this Agreement in any manner whatsoever, such items, designs or ideas shall conclusively belong to Client and, as between Contractor and Reserve Consulting, shall conclusively belong to Reserve Consulting.

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For the purposes of this Agreement, the phrase “all information systems, information systems design, programming systems, documents, reports, statements or other tangible item, design or idea created or resulting from Contractor’s services provided under this Agreement for Client” shall include, but are not limited to, machinery, apparatus, products, processes, computer hardware, information systems, software (including without limitations source code, object code, documentation, diagrams, and flow charts) and any other discoveries, concepts and ideas, whether patentable or not (including without limitation processes, methods, formulas, and techniques, as well as improvements thereof or know-how related thereto, concerning any present or prospective activities of Contractor). Any and all such items, designs or ideas shall be the absolute property of Client or its designee, and, at the request of Client and at its expense without additional compensation, if Client shall make application in due form for United States letters patent and foreign letters patent on such items, designs or ideas, Contractor will assign to Client all his right, title and interest, if any, in and to such items, designs or ideas, and will execute any and all instruments, and do any and all acts necessary or desirable in connection with any such application for letters patent or in order to establish and perfect in Client the entire right, title and interest in and to such items, designs or ideas, patent applications or patents, copyright applications or copyrights and also shall execute any instruments necessary or desirable in connection with any continuations, renewals or reissues thereof or in the conduct of any related proceedings or litigation.

Except as authorized by Client, Contractor will not disclose directly or indirectly, any information relating to any item, design or idea on any patent or copyright application. All professional instruments, books, office equipment and other property furnished by Client shall remain the property of Client.

3. Term.

The initial term of this Agreement shall be for as long as Client shall require or request the services of Contractor and shall commence on the first date set by Client. Upon Client’s notice that the services of Contractor are no longer required or requested, this Agreement shall automatically terminate. This Agreement may be terminated for convenience by Reserve Consulting upon a two week notice or by Contractor upon a two week notice without further liability to either party unless Contractor has misrepresented their personal skill set/level. This Agreement may be terminated for cause by Reserve Consulting immediately if Contractor engages in any act of dishonesty or is charged with the commission of a crime that, in the sole judgment of Reserve Consulting, affects Contractor’s ability to carry out the terms of this Agreement. Either party may also terminate this agreement for cause, including breach of this Agreement. In the event of termination for breach, the non-breaching party will give the other at least two weeks written notice of the breach and an additional two weeks to cure the breach. If the breach is not cured within that period of time, the agreement may then be terminated by further written notice. Termination for breach will not alter or affect any other rights or remedies that may be available to the non-breaching party.

4A. Contract Fee.

For all services provided by Contractor under this Agreement, and in consideration for the representations contained herein, Reserve Consulting shall pay Contractor **\$560** per workday as a W2 employee, payable on a twice-monthly basis (28th of the month for period/days 1-15 of the current month, and 13th of the month for period/days 16-31 of the prior month) following approval and signature by Client of Contractor’s timesheets. All applicable timesheets for each applicable pay period shall be due no later than 5:00 pm Eastern Standard Time, each on the 19th (period 1-15) and 4th (period 16-31) respectively.

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5. Trade Secrets and Proprietary Information.

At all times during and after the term of this Agreement, Contractor agrees to keep secret and confidential all information obtained regarding the processes and methods involved in Reserve Consulting's, Client's, and Customer's, methods and systems. Contractor shall not divulge, discuss nor reveal such information to any person, corporation, association or other entity.

Definition. As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary or secret nature which is or may be either applicable to, or related in any way to (i) the business, present or future, of Reserve Consulting or Client, or (ii) the research and development or investigations of Reserve Consulting or Client. Proprietary information includes trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, marketing plans and strategies, customer lists and customer contacts to which the Contractor is introduced by way of interviews setup by Reserve Consulting or introduced once assigned to Customer account and other information concerning customers or vendors not known to the public generally. Information is of a confidential, proprietary or secret nature if it is designated or treated as such by Reserve Consulting or Client and is otherwise not known to the public generally. "Customer" refers to the ultimate recipient (ie: company) benefiting from the ISS performed by the Contractor.

(a) Proprietary Information to be kept in Confidence. Contractor acknowledges that the Proprietary Information is a special, valuable and unique asset of Reserve Consulting or Client or Customer, and Contractor agrees at all times during the period of this Agreement with Reserve Consulting and during the Period of Restriction (for purposes of this agreement the term "Period of Restriction" means 2 years immediately following the termination of this agreement) to keep in confidence and trust all Proprietary Information including Customer information. Contractor agrees that during the period of this Agreement and during the Period of Restriction he will not directly or indirectly use the Proprietary Information other than in the course of performing duties as a contractor for Reserve Consulting, Client, and Customer, nor will Contractor directly or indirectly disclose any Proprietary Information to any person or entity, except in the course of performing duties as a contractor for Reserve Consulting and with the consent of Reserve Consulting. During such periods, Contractor will abide by Reserve Consulting's Client's and Customer's policies and regulations, as established from time to time, for the protection of its Proprietary Information.

(b) Proprietary Information Constituting Trade Secrets. Contractor further agrees that during the term of this Agreement and thereafter until such Proprietary Information becomes generally available to the public by independent discovery or development through no fault of Contractor, he will not, directly or indirectly, (i) use any Proprietary Information which constitutes a trade secret of Reserve Consulting or Client or Customer other than in the course of performing duties as a contractor for Reserve Consulting, or (ii) disclose any Proprietary Information which constitutes a trade secret of the Reserve Consulting or Client to any person or entity.

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(c) Return of Materials at Termination. In the event of any termination of this Agreement, whether or not for cause, Contractor will promptly deliver to Reserve Consulting all documents, data, records and other information pertaining to his duties as a contractor for Reserve Consulting, and Contractor shall not take any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

(d) Confidential Information of Others. Contractor does not have in his possession any confidential information or documents belonging to others, and will not use, disclose to Reserve Consulting or induce Reserve Consulting to use any such information or documents. Contractor represents and warrants that this Agreement with Reserve Consulting will not require him to violate any obligation to or confidence with another.

6. Non-Competition.

Contractor covenants and agrees that during the term of this Agreement and for a period ending one (1) year from the date of the termination of this Agreement, Contractor shall not, without the prior written consent of Reserve Consulting, (i) directly or indirectly, solicit, recruit or attempt to solicit or recruit any individual placed by Reserve Consulting with Client or encourage any individual placed by Reserve Consulting with Client to terminate their relationship with Reserve Consulting or Client, or otherwise interfere with or disrupt the relationship between Reserve Consulting and any individual placed by Reserve Consulting with Client or between Reserve Consulting and Client.

The obligations of Contractor pursuant to this paragraph shall survive the termination of either the relationship between Client and Reserve Consulting or the relationship between Client and Contractor. In the event of a breach or threatened breach of the terms of this Article, Reserve Consulting shall have the remedies set forth in Paragraph 8.8 herein below. The obligations of Contractor pursuant to this paragraph shall survive the termination of either the relationship between Client and Reserve Consulting or the relationship between Client and Contractor. In the event of a breach or threatened breach of the terms of this Article, Reserve Consulting shall have the remedies set forth in Paragraph 8.8, herein below.

7. Release, Indemnification and Hold Harmless.

Contractor hereby agrees to and does hereby agree to defend, release Reserve Consulting from, and indemnify and hold Reserve Consulting harmless against, any loss, injury, damages, liability, costs, claims, demands, damages, actions, causes of action, and suits by or due to Reserve Consulting immediately upon demand.

8. Miscellaneous.

8.1 Rights in Other Property. All title to supplies, fiscal records (except the personal records of Contractor), other business records, equipment and furnishings (except those furnished by Contractor) shall remain the sole property of Reserve Consulting and shall be returned to Reserve Consulting immediately upon the Termination of this Agreement.

8.2 Construction. This Agreement contains the entire agreement between the parties and constitutes the complete and exclusive statement thereof. There are merged herein all prior and collateral matter hereof. Any representation, promise or condition not incorporated herein shall not be binding upon either party. This Agreement supersedes and is in lieu of all previous or existing agreements, memoranda and arrangements between the parties relating to the matters contained herein.

8.3 Waiver. The failure of either party to enforce at any time the provisions hereof shall not be construed to be a waiver of such provision or a waiver of the right of such party thereafter to enforce any such provisions.

8.4 Amendments. This Agreement may not be modified or amended except by written agreement executed by both parties and may not be amended orally except as specified herein.

8.5 Assignment; Successors. Reserve Consulting can assign the agreement to any person or entity to whom it sells all or substantially all of its assets to avoid a disruption of business in the event that Reserve Consulting is acquired.

8.6 Non Assignment by Contractor. Contractor acknowledges that the services to be rendered pursuant to this agreement are unique and personal. Contractor may not assign or delegate any duties or obligations under this agreement.

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8.7 Notices. Any notices required or permitted hereunder shall be effective on the day of delivery to either party at the address set forth below, or at such other address as such party shall specify to the other in a notice given hereunder, and, if sent by registered or certified mail, return receipt requested, such notice shall be deemed to have been delivered to that party to whom such notice was addressed on the third business day after the day on which said notice is mailed to such party at the following address:

Reserve Consulting: Reserve Consulting, LLC
1011 Olde Towne Lane, Suite 100
Woodstock, Georgia 30189

Contractor: CONSULTANT NAME
ADDRESS 1
CITY, ST, 12345

8.8 Remedies. Contractor recognizes and agrees that the ascertainment of damages in the event of Contractor's breach of any covenant, promise or obligation contained in this Agreement will be difficult, if not impossible, to determine. Therefore, the parties agree that Reserve Consulting, in addition to and without limiting any other remedy or right, which it may have, shall have the following remedies:

- a. Liquidated damages. In the event that Contractor acquires any business for itself from clients of Reserve Consulting through the use of Inventions, trade secrets or confidential or proprietary information, then Reserve Consulting shall be entitled to recover from Contractor as liquidated damages a sum of money equivalent to the greater of Reserve Consulting's lost profits or Contractor profits, plus interest thereon and reasonable attorneys' fees.

8.9 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia.

8.10 Counterparts. This Agreement may be executed in two or more counterparts, each which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8.11 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in any jurisdiction in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Agreement in any jurisdiction.

8.12 Force Majeure. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

8.13 Time. Time is of the essence of this Agreement.

8.14 Auto Insurance. Contractor warrants and represents to currently possess Automobile liability insurance and shall maintain said insurance throughout the term of this Agreement.

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IN WITNESS WHEREOF, Contractor has executed this Agreement and Reserve Consulting and Contracting, LLC. has caused this Agreement to be executed by its duly authorized officer on the day, month and year first above written.

Reserve Consulting, LLC:

CONSULTANT NAME

Printed

Printed

Date _____

Date _____