



Employment Agreement

This AGREEMENT made as of this day of _____ by _____ and between NuWest Group Holdings, LLC (Employer) with a principal place of business at 325 118th Ave SE Suite 300, Bellevue, WA 98005, and _____ (Employee).

WHEREAS, Employer and Employee desire to enter into an employment relationship with Employer to provide services to Employer's clients; and

WHEREAS, in connection with such employment, Employee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of Employer or clients of Employer; and

WHEREAS, Employee and Employer desire to prevent the release or misuse of such information;

NOW, THEREFORE the parties hereto mutually agree as follows:

1. **Employment Term.**

Employer hereby employs Employee upon the terms and conditions contained herein and at a rate of compensation as shall be agreed upon from time to time by Employer and Employee. This Agreement shall commence on the date Employee first performs services for Employer and shall remain in effect for an indefinite time until this employment relationship is terminated by either party by giving the other party written notice of termination of said relationship. While employed by Employer, Employee shall devote his or her full working time to Employer's affairs and shall faithfully and diligently serve Employer's interests. Employee agrees that (a) his or her employment with Employer is "at will" and (b) Employee shall have the right to resign his or her employment with Employer and Employer shall have the right to terminate his or her employment at any time and for any reason, with or without cause.

2. **Confidential Information.**

a. **Confidential Information.** Employee agrees that the terms of the "Confidentiality and Non-Disclosure Agreement" executed by Employee shall apply to any and all engagements with Employer or any of Employer's clients.

b. **Assignment of Rights.** Employee shall have no proprietary interest in any work product developed or used by Employee related to his or her employment by Employer. Employee shall, from time to time as may be requested by Employer, do all things which may be necessary to establish or document Employer's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or other intellectual property assignments.

3. **Non-Solicitation.**

Employee agrees that during the term of his or her employment, and for two (2) years thereafter, he or she will not personally or through others (a) recruit, solicit or induce in any way any employee, advisor or consultant of Employer or any of Employer's clients to terminate his or her relationship with said entity, or (b) solicit any client or customer of Employer to become clients or customers of another entity or association directly competitive to the business in which Employer is now involved or becomes involved.

4. **General.**

a. **Injunctive Relief.** Employee acknowledges that any breach of this Agreement by Employee will cause irreparable injury to Employer and/or its clients. Employee further agrees that Employer will be entitled to

extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

b. Governing Law and Jurisdiction. Employee agrees that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Washington without regard to the conflict of law provisions thereof. Venue and jurisdiction of any claim or action involving this Agreement or Employee's employment with Employer shall exist exclusively in the state and federal courts in King County, Washington, unless injunctive relief is sought by Employer and, in Employer's judgment, may not be effective unless obtained in some other venue. Employee further agrees that if one or more provisions of this agreement are held to be unenforceable under applicable Washington law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

c. Equal Opportunity Employer. It is the policy of Employer to provide equal employment opportunities and benefits in full compliance with all federal, state and local regulations. Employer stands by the principle of equal employment opportunity in hiring decisions by measuring all candidates in a fair and equal manner and by applying only valid job requirements.

d. Entire Agreement; Notices. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto. Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Employee at his or her residence address as the same appears on the books and records of Employer or to Employer at its principal office, attention of the President, or otherwise as directed by Employer, from time to time. The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

5. **Release Of Reference Information.**

I hereby authorize you to make such inquiries and investigations into my personal, employment, educational, financial or medical history and/or other related matters, as deemed necessary in arriving at an employment decision. As such, I hereby release employers (past or current), schools and other persons from all liability in responding to inquiries connected with my application and I specifically authorize the release of information by any of the schools, businesses, individuals, services or other entities listed by me in this form. Furthermore, I authorize you to release any reference information you obtain to your clients who request such information for purposes of evaluating my credentials and qualifications. I understand I have the right to request information about the nature and scope of the reference material you obtain.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

Employee:

Signature

Printed Name

Date