



M.A.D.E., Inc.

Make Adjustments Delete Excuses

3647 Fred George Court in Tallahassee, Florida 32303

Employment Agreement Containing Confidentiality and Noncompetition Provisions

In consideration of the matters described below and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, Make Adjustments Delete Excuses (M.A.D.E.) Inc., its successors and assigns (“Corporation”), and _____ (“Employee”) make the following Agreement:

1. Effective Date. This Agreement is effective as of _____, 20____. Where necessary to carry out the intent of this Agreement, specific obligations under this Agreement shall continue after the date on which Employee may cease to be employed by Corporation.

2. Employment.

a. Employee will be employed by Corporation for an indefinite term, and shall be entitled to 70 percent of his or her **gross bi-weekly earnings**. The remaining 30 percent of Employee’s gross weekly earnings shall be remitted **monthly** to Corporation or its designee. Employee compensation may change in amount and is subject to such terms as Corporation may determine from time to time. Either Employee or Corporation may terminate the employment relationship at any time, for any reason or for no reason, with or without cause.

b. Employee's **duties and responsibilities** shall be established or directed by Corporation from time to time, and Employee shall abide by all such directives and all **Statements of Policy and Procedure** that Corporation may issue from time to time. While employed by Corporation, Employee shall use their best efforts and entire business time and attention to advance the interests of Corporation, under the direction of Corporation, and Employee shall not directly or indirectly engage in or be associated with any other commercial or business duties or pursuits without the prior written consent of Corporation.

3. Proprietary Information.

a. Employee acknowledges that during their employment with Corporation Employee will come into possession of trade secrets or other confidential and proprietary information of Corporation (all of which will be referred to in this Agreement as “proprietary information”), specifically including, among other things, **the identity of clients and prospective clients of Corporation;**

client files and detailed information concerning client needs and requirements; proposals designed to meet client needs or requirements; product designs, drawings, and specifications, or their drafts; formulas; product planning information, market surveys and forecasts; pricing, cost, and margin information; and other financial information and records of Corporation. Employee acknowledges that the foregoing types of proprietary information are highly confidential to Corporation, are valuable, give a competitive advantage to Corporation, and could not, without great expense and difficulty, be obtained or duplicated by others who have not been able to acquire such information by virtue of employment with Corporation.

b. Employee agrees that, both during and after employment with Corporation, unless he or she first obtains the prior written consent of the [redacted] of Corporation, he or she shall not communicate or disclose, directly or indirectly, to any person or firm, or use at any time, any of Corporation's proprietary information, whether or not such information was developed or obtained by Employee. However, Employee may, where authorized and approved, use such information to further his or her employment duties with Corporation. Employee shall retain all such proprietary information in strict confidence for the sole benefit of Corporation.

4. Noncompetition.

a. In consideration for Employee's employment, subject to termination as set forth in Section 2 above, Employee agrees that, during their employment period with Corporation and for a period of two years after their employment with Corporation terminates, whether such termination is voluntary or involuntary, Employee shall not, directly or indirectly, either individually or on behalf of another person or firm:

i. engage, in any state in which Corporation does business, in any business that is competitive with that of Corporation (for purposes of this paragraph, "any business" shall specifically include without limitation self-employment, employment with any other firm or entity, work as a consultant or independent contractor, or full or partial ownership of or any equity or financial interest in any firm or entity); or

ii. call upon, solicit, or sell or attempt to sell any products or services similar to or in competition with those offered by Corporation to any person or firm that was a customer of Corporation at any time during Employee's employment with Corporation or that was solicited by Corporation or otherwise had any contact with Corporation during the six month period preceding the termination of Employee's employment with Corporation.

b. During the term of the Employee's active employment with Corporation, it is agreed that any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks

and bonds traded on public stock exchanges) coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.

c. Both parties agree that the restrictions in this Section are fair and reasonable in all respects, including the length of time that they shall remain in effect, and that Corporation's employment of Employee, upon the terms and conditions of this Agreement, is fully sufficient consideration for Employee's obligations under this Section.

d. If any provisions of this Section are ever held by a court to be unreasonable, the parties agree that this Section shall be enforced to the extent it is deemed to be reasonable.

5. No Interference with Employment Relationships. Employee agrees not to encourage, solicit, or otherwise attempt to persuade any other employee of Corporation to leave the employ of Corporation either before or after termination of their employment with Corporation.

6. Return of Proprietary Information. Upon the termination of employment, Employee shall return all records, documents, and other written, printed, photographic, or physical materials of any type that belong to or pertain to Corporation, including without limitation computer printouts, client lists or documents, client files, sales manuals, drawings, plans, blueprints, specifications, calculations, measurements and formulas of any type, billing information, financial information, all such data stored on electronic equipment, and all other documents relating to Corporation then in Employee's possession or under their control, and Employee shall not make or retain any copies or extracts, including handwritten summations, of any such documents.

7. Remedies. Employee agrees that Corporation would be irreparably injured in its business and would not have an adequate remedy at law if Employee were to breach Sections 3, 4, 5, or 6 of this Agreement. If any such breach or violation occurs, Corporation will be entitled to an injunction (a) restraining Employee from disclosing or using any proprietary information of Corporation, as described in Section 3, from rendering services or making sales to any client, as set forth in Section 4, or from pirating employees in violation of Section 5, or (b) requiring Employee to return to Corporation proprietary information pursuant to Section 6. However, it is agreed that Corporation's remedies in the event of any such breach or violation would be cumulative and that Corporation could seek damages and other equitable relief in addition to injunctive relief. Employee also agrees that if Corporation must pursue any legal action to enforce this Agreement, Corporation is entitled to recover from Employee its actual attorney fees and costs of litigation.

8. Severability. Each provision in this Agreement is separate. Where necessary to effectuate the purpose of a particular provision, the Agreement shall survive the termination of Employee's employment with Corporation. If any part of this Agreement is held to be invalid or unenforceable, the remaining portions shall remain in effect.

9. Modification and Consent. To be effective and binding upon Corporation, any modification of this Agreement and any consent under it must be made in writing and signed by the Chief Executive Officer Jajuan Michael Harley of Corporation. Employee understands that this policy permitting modification or consent only by the Chief Executive Officer Jajuan Michael Harley, in writing, may be changed only by resolution of Corporation's board of director Brigét Horne.

10. Non-Assignment. The interests of the Employee under this Agreement are not subject to the claims of his creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

11. Successors. This Agreement shall be binding upon, and inure to the benefit of Corporation, its successors, assigns, and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Company's assets and business.

12. Miscellaneous.

a. Any notice under this Agreement must be in writing and delivered personally or by registered mail to the last known address of the recipient.

b. This Agreement contains the entire agreement of the parties, and any and all prior agreements, representations, or promises are superseded by and/or merged into this Agreement.

c. This Agreement shall be governed by the laws of Florida. The parties agree that, should any litigation arise out of, in connection with, or relating to this Agreement, such litigation will be commenced in a Florida court having subject matter jurisdiction. The parties specifically agree, however, that the chosen court shall have personal jurisdiction and be a proper venue.

d. Although this Agreement was drafted by Corporation, the parties agree that it accurately reflects the intent and understanding of each party and should not be construed against Corporation if there is any dispute over the meaning or intent of any provisions.

e. By their signatures below, the parties acknowledge that (i) they have had sufficient opportunity to, and have, carefully read each provision of this Agreement, (ii) they have had the opportunity to review the Agreement with legal counsel of their own choice, (iii) they understand each provision, (iv) they are not under any duress, (v) they are not relying upon any representations or promises that are not set forth in this Agreement, and (vi) they are freely and

voluntarily signing this Agreement and intend to be bound by it as a solemn contractual undertaking.

Optional Provisions

The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in Section 3(f) below. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Invention developed by me solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to me as a result of the Company's efforts to commercialize or market any such Invention.

Ownership and Title to Confidential Information

32. The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of the Confidential Information.

33. The Employee waives any moral rights that the Employee may have with respect to the Confidential Information.

34. The Employee agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Employee during the Employee's term of employment with the Employer and to assign to the Employer any right, title or interest the Employee may have in the Confidential Information. The Employee agrees to execute any instruments and to do all other things reasonably requested by the Employer, both during and after the Employee's employment with the Employer, in order to vest more fully in the Employer all ownership rights in those items transferred by the Employee to the Employer.

(e) **Business Expenses.** The Corporation will reimburse Executive for reasonable ordinary and necessary business expenses incurred in the course of the Employment, for fees and expenses of Executive's attendance in the course of the Employment at banking related conventions and similar events, for reasonable professional association and seminar expenses, and for any additional expenses authorized by the Corporation, subject to Executive's submission of proper documentation for tax and accounting purposes. Reimbursement under this section and Sections 3(d)(ii)-(iv) will be paid within thirty (30) days after Executive submits documentation as provided by this Section, provided that payments may not be made after March 15 of the calendar year following the calendar year in which the expenses were incurred.

b. Subject to Section 7, subsection (a), above, Employee agrees that any dispute, claim or controversy concerning his or her employment or the termination of employment or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Tallahassee, Florida in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Corporation and Employee shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay our counsel fees and expenses.

I have read this Agreement carefully, understand it, and intend to be bound by it.

Date

Date

[Name of Employee]

Jajuan Michael Harley, C.E.O



Signature

Signature