# **EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into on DATE			
Between	NAME OF STORE	whose principal place of business is located at	
	STORE ADDRESS	(hereinafter referred to as "Employer") and	
is <u>TELEPHONE</u>	NAME OF EMPLOYEE	whose present address and telephone number	
And address is	ADDRESS	ADDRESS OF EMPLOYEE	
(hereinafter referred to as "Employee".)			

In consideration of the mutual covenants set forth below, Employer agrees to hire Employee and Employee agrees to work for Employer as set forth in this Agreement.

EMPLOYEE'S SSD# :

### Name of Position

The Employee shall be employed in the capacity of:

### Essential Job Functions and Duties

The essential job functions or duties of this position are as follows:

Employee shall also perform such other duties as are customarily performed by other persons in similar such positions, as well as such other duties as may be assigned from time to time by the Employer.

### Duty of Loyalty and Best Efforts

Employee shall devote all of his/her working time, attention, knowledge, and skills to Employer's business interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of the Employer. Employee understands that they shall only be entitled to the compensation, benefits, and profits as set forth in this Agreement. Employee agrees to refrain from any interest, of any kind whatsoever, in any business competitive to Employer's business. The Employee further acknowledges they will not engage in any form of activity that

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produces a "conflict of interest" with those of the Employer unless agreed to in advance and in writing.

### Place and Hours of Employment

Employee agrees that their duties shall be primarily rendered at Employer's business premises or at such other places as the Employer shall in good faith require. Full time service for the Employee is expected which requires a minimum of \_\_\_\_\_\_ hours per week, exclusive of vacation, or any other form of leave as described within this Agreement.

### **COMPENSATION TERMS**

### **Base Compensation**

Employee shall receive a [WAGE] of \_\_\_\_\_\_ per [WEEK], AS OF \_\_\_\_\_\_ per [HOUR] and per [OVER TIME HOUR] payable in equal installments on the [LAST WORK DAY OF WEEK] of each week. Employer shall deduct or withhold from compensation any and all sums required for federal income and social security taxes, as well as all state or local taxes now applicable or that may become applicable to Employee or Employer in the future. Tips and commissions are not included in this wage. Tips and commissions will be reported as daily basis on weekly payroll record.

### Commission

[As additional compensation for services to be rendered under this Agreement Employee shall be entitled to a commission income on the following basis:

[In the event that Employee receives an advance on commissions from Employer, any amounts so advanced shall be considered a "draw" and shall be deducted from any commissions earned in the future.][Also, place into here any specific language as to when a commission is "earned" and the effect of employee termination on pending deals:]

### PROFIT SHARING : NONE (WILL BE PAID AS A DAILY COMMISSIONS.]

**INCENTIVE PROGRAMS:** [NONE]

Stock Options, Bonuses and Profit Sharing

STOCK OPTIONS : NONE

BONUS :

### BREAK AND LUNCH TIME

EMPOLYER PROVIDES 15MINS BREACK TIME DURING THE OPERATION HOURS WHICH IS TWICE A DAY. EMPOYEE CAN PICK AT ANY TIME WHEN EMPLOYEE WANT TO BE. IT MAY CONTROLED BY EMPLOYER FOR NOT ALL EMPLOYEES TAKE ABREAK AT THE SAME TIME BECAUSE IT WILL INTERRRUPT THE OPERATION OF BUSINESS. WHEN THERE ARE ANY CUSTOMERS IN GREEN FOREST NAILS & SPA, EMPLOYEES CAN SPEND THEIR TIME FOR BREAK, LEARNING SKILLS, SNACKS OR SELF-DEVELOPMENT. HOWEVER, SLEEPING, PLAYING GAME, USING SMART DEVICES, MAKING NOISE OR ANY GAMBLING WILL BE PROHIBITED.

THE LUNCH TIME IS IN BETWEEN 12PM AND 3PM FOR 30 MINS. IT IS FREELY CONTROLED BY EMPLOYEES WHEN EMPLOYEES HAS BETTER SCHDULE.

THE USAGE OF COMMUTE SHUTTLE

GREEN FOREST NAILS & SPA. CORP PROVIDES A COMMUTER SHUTTLE FOR EMPLOYEE'S CONVENIENCE WITHOUT ANY COST REQUIRMENT.

EMPLOYEES CAN CHOOSE THE METHOD OF COMMUTE FOR ATTENDANCE BETWEEN A COMMUTER SHUTTLE OR SELF-DRIVING.

### Salary Adjustments

[Salary] adjustments are based on the value contributed by Employee to Employer. While salary adjustments are primarily based on merit, Employer may at times adjust salaries depending on overall employee's performance and/or salary is possibly adjusted when Employee and Employer have made an agreement.

### Vacation

Employer's vacation policy is as follows:

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\*.Employee must provide at least two (2) weeks notice of their intent to take vacation unless there are emergency circumstances. Vacation benefits should be used annually. There is a "cap" on accrual, which prevents it from accumulating beyond a total of \_\_\_\_\_ days. Employee must provide at least two (2) weeks notice of their intent to take vacation unless there are emergency circumstances.

# "At Will" Employment

Employee's employment with Employer is "at will." "At will" is defined as allowing either Employee or Employer to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice. Employees must provide at least two (2) week notice of their intent to termination of agreement.

# COVENANTS

Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information

Employee agrees not to use, disclose or communicate, in any manner, proprietary information about Employer, its operations, clientele, or any other proprietary information, that relate to the business of Employer. This includes, but is not limited to, the names of Employer's customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential or proprietary information of Employer including but not limited to:

Employee acknowledges that the above information is material and confidential and that it affects the profitability of Employer. Employee understands and that any breach of this provision, or of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

To the extent Employee feels that they need to disclose confidential information, they may do so only after being authorized to so do in writing by Employer.

# Adherence to Employer's Policies, Procedures, Rules and Regulations

Employee agrees to adhere by all of the policies, procedures, rules and regulations set forth by the Employer. These policies, procedures, rules and regulations include, but are not limited to, those set forth within verbal or written explanation between employer and employees, any summary benefit plan descriptions, or any other personnel practices or policies or Employer. To the extent that Employer's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

# Covenant to Notify Management of Unlawful Acts or Practices

Employee agrees to abide by the legal and ethics policies of Employer as well as Employer's other rules, regulations, policies and procedures. Employer intends to comply in full with all governmental laws and regulations as well as any ethics code applicable to their profession. In the event that Employee is aware of Employer, or any of its officers, agents or employees, violating any such laws ethics codes, rules, regulations, policies or procedures, Employee agrees to bring forth all such actual and suspected violations to the attention of Employer immediately so that the matter may be properly investigated and appropriate action taken.

### Existing Customers or Clientele of Employee

Employer agrees that existing customers or clients of Employee will [become the property of Employer as the condition of employment

# New Customers or Clientele Generated While at Work

Employee agrees that any customers or clientele generated by Employee pursuant to employment with Employer are the customers and clientele of the Employer and subject to the non-disclosure and non-solicitation covenants set forth above.

### **Records and Accounts**

Employee agrees that all those records and accounts maintained during the course of employment are the property of Employer, shall remain current and be maintained at Employer's place of business.

### Entire Agreement

This Agreement represents the complete and exclusive statement of the employment agreement between the Employer and Employee. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning their employment agreement.

# The Effect of Prior Agreements or Understandings

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

Employee's Signature

Date

Employee's Name Printed

Company Representative

Date