neMarc Professional Services, Inc.

EMPLOYMENT AGREEMENT – AT WILL EMPLOYEE

This Employment Agreement for “At Will” Employee (the "Agreement") is made and effective this Day, _____

BETWEEN: Employee name: _____] (the "Employee"), an individual with his/her main address at:

Employee Address: :_____
_____
_____

AND: **neMarc Professional Services, Inc.** (the "Corporation"), an entity organized and existing under the laws of the State of Tennessee] with its head office located at:

6099 Mt. Moriah Extd. Suoite 3-I, Memphis, TN 38115

RECITALS

In consideration of the covenants and agreements herein contained and the moneys to be paid hereunder, the Corporation hereby employs the Employee and the Employee hereby agrees to perform services as an employee of the Corporation, on an “at will” basis, upon the following terms and conditions:

1. APPOINTMENT

The Employee is hereby employed by the Corporation to render such services and to perform such tasks as may be assigned by the Corporation. The Corporation may, in its sole discretion, increase or reduce the duties, or modify the title and job description, of the Employee from time to time, and any such increase, reduction or modification shall not be deemed a termination of this Agreement.

2. ACCEPTANCE OF EMPLOYMENT

Employee accepts employment with the Corporation upon the terms set forth above and agrees to devote all Employee’s time, energy and ability to the interests of the Corporation, and to perform Employee’s duties in an efficient, trustworthy and business-like manner.

3. DEVOTION OF TIME TO EMPLOYMENT

The Employee shall devote the Employee's best efforts and substantially all of the Employee's working time to performing the duties on behalf of the Corporation. The Employee shall provide services during the hours that are scheduled by the Corporation management. The Employee shall be prompt in reporting to work at the assigned time.

4. NO CONFLICT OF INTEREST

Employee shall not engage in any other business while employed by the Corporation. Employee shall not engage in any activity that conflicts with the Employees duties to the Corporation. Employee shall not provide any service or lend any aid or assistance to any party that competes with the services offered by the Corporation. Employee shall not provide any services to clients or prospective clients of the Corporation outside of the provision of services for the Corporation, whether such services are provided with or without compensation or remuneration.

5. CORPORATION PROPERTY

Employee acknowledges and agrees that while employed by the Corporation the Employee may be provided with use of computer equipment and other property of the Corporation. The use and possession of the such items shall be subject to any policies, requirements or restrictions established by the Corporation. Such items may only be used in performance of the Employee's duties for the corporation. On request of the Corporation, the Employee shall immediately deliver any such items to the Corporation. Upon termination of employment, Employee shall have the affirmative duty to return any such item to the Corporation whether a request is made or not. The obligation to return Corporation property shall extend and include any and all work product, client property, proprietary rights, intangible property, and all other property of the corporation regardless of the form or medium.

6. COMPENSATION

The Corporation shall pay the Employee such hourly compensation as determined by the Corporation. Payment shall be at the same time as the Corporations usual payroll to other employees.

7. BONUS & BENEFITS

Payment of any bonuses shall be at the complete discretion of the Corporation. No guarantee or representation that any bonuses will be paid has been made to the Employee.

Standard benefits that are provided to other non-management employees shall be offered to the Employee, subject to the Corporation's policies and the terms and conditions of such benefits.

8. WITHHOLDING

All sums payable to Employee under this Agreement will be reduced by all federal, state, local, and other withholdings and similar taxes and payments required by applicable law.

9. QUALIFICATIONS OF EMPLOYEE

The employee shall satisfy all of the qualification that are established by the Corporation.

10. TERM OF AGREEMENT

There shall be no guaranteed term of employment. Employ acknowledges and agrees that Employee shall be an "At Will" Employee and that Employee's employment may be terminated at any time by the Corporation, with or without cause.

11. FEES FROM EMPLOYEE'S WORK

The Corporation shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged to clients by the Corporation for services that are provided by the Employee. All sums paid to the Employee or the Corporation in the way of fees, in cash or in kind, or otherwise for services of the Employee, shall, except as otherwise specifically agreed by the Corporation, be and remain the property of the Corporation and shall be included in the Corporation's name in such checking account or accounts as the Corporation may from time to time designate.

12. CLIENTS AND CLIENT RECORDS

The Corporation shall have the authority to determine who will be accepted as clients of the Corporation, and the Employee recognizes that such clients accepted are clients of the Corporation and not the Employee. All client records and files of any type concerning clients of the Corporation shall belong to and remain the property of the Corporation, notwithstanding the subsequent termination of the employment.

13. POLICIES AND PROCEDURES

The Corporation shall have the authority to establish from time to time the policies and procedures to be followed by the Employee in performing services for the Corporation. This may include, but is not necessarily limited to, employment policies, computer use policies, Internet access policies, email policies, and all other policies, procedures, directives, and mandates established by the Corporation, whether or not in written form or formally adopted. Employee shall abide by the provisions of any contract entered into by the Corporation under which the Employee provides services. Employee shall comply with the terms and conditions of any and all contracts entered by the Corporation.

14. TERMINATION

Employee acknowledges and agrees that Employee is an "at will" employee of the Corporation. As such, no term of employment is created hereby and employee may be terminated at any time in the sole discretion of the Corporation, whether there exists any cause for termination or not.

15. CREATIONS AND INVENTIONS

Employee acknowledges and agrees that any and all work product of the Employee that is conceived or created during the Employee's employment with the Corporation is the exclusive property of the Corporation. This shall include any and all copyrights, trade secrets, confidential information, patents, trademarks, trade dress, ideas, concepts, plans, business plans, business concepts, techniques, inventions, drawings, artwork, logos, graphics, web pages, databases, software, programs, CGI's, plug ins, applications, brochures, inventions, marketing plans and concepts, and all other ideas and work product of the Employee. The Employee acknowledges and agrees that all creations shall be "works made for hire" as defined in the [ACT OR CODE]. Notwithstanding the fact that this material may be considered to be a work made for hire, Employee agrees, during Employee's employment and thereafter, which covenant shall survive any termination of the employment relationship, to execute any and all documents requested by the Corporation to confirm the Corporation's ownership and control of all such material, including

but not limited to assignments of copyright, confirmations of work for hire status, waivers of proprietary rights, copyright application, and any other documents requested by Corporation.

16. RESTRICTIVE COVENANTS

The Employee acknowledges that the Corporation, through its employment of the Employee, has provided the Employee with confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Corporation's clients. The Employee further acknowledges that such confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Corporation's clients are the result of his employment by the Corporation. In consideration of the foregoing and of the benefits generally provided to the Employee by the Corporation pursuant to the terms of this Agreement and otherwise, the Employee agrees to abide and be bound by the restrictions and prohibitions of this Article, which restrictions are intended by the parties to extend to any and all activities of the Employee, whether as an independent contractor, partner or joint venturer, or as an officer, director, stockholder, agent, employee or salesman for any person, firm, partnership, corporation or other entity, or otherwise.

17. HIRING

The Employee agrees that during the Employee's employment with the Corporation and for a period of _____] years following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not attempt to hire any other employee or independent contractor of the Corporation or otherwise encourage or attempt to encourage any other employee or independent contractor of the Corporation to leave the Corporation's employ.

18. CONFIDENTIALITY; DISCLOSURE; PROPRIETARY INFORMATION

Employee recognizes and acknowledges that all records with respect to clients, business associates, customer or referral lists, contracting parties and referral sources of the Corporation, and all personal, financial and business and proprietary information of the Corporation, its employees, officers, directors and shareholders obtained by the Employee during the term of this Agreement and not generally known in the public (the "Confidential Information") are valuable, special and unique and proprietary assets of the Corporation's business. The Employee hereby agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not at any time, directly or indirectly, disclose any Confidential Information, in full or in part, in written or other form, to any person, firm, corporation, association or other entity, or utilize the same for any reason or purpose whatsoever other than for the benefit of and pursuant to authorization granted by the Corporation.

19. SOLICITATION

The Employee further agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not, in any manner or at any time, solicit or encourage any person, firm, corporation or other business entity who are clients, business associates or referral sources of the Corporation to cease doing business with the Corporation or to do business with the Employee.

20. NON-COMPETITION WITH CORPORATION CLIENTS

Employee agrees that during the term of the Employee's employment with the Corporation and for a period of [NUMBER] years following the cessation of the relationship with the Corporation, the Employee shall not provide any service to or lend any aid or device to any of the clients of the Corporation.

21. COVENANTS INDEPENDENT

Each restrictive covenant on the part of the Employee set forth in this Agreement shall be construed as a covenant independent of any other covenant or provisions of this Agreement or any other agreement which the Corporation and the Employee may have, fully performed and not executory, and the existence of any claim or cause of action by the Employee against the Corporation whether predicated upon another covenant or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by the Corporation of any other covenant.

22. PROPRIETARY CREATIONS

All processes, inventions, patents, copyrights, trademarks, and other intangible rights (collectively the "Inventions") that may be conceived or developed by Employee, either alone or with others, during the term of Employee's employment, whether or not conceived or developed during Employee's working hours, and with respect to which the equipment, supplies, facilities, or trade secret information of Company was used, or that relate at the time of conception or reduction to practice of the Invention to the business of the Corporation or to Corporation's actual or demonstrably anticipated research and development, or that result from any work performed by Employee for Corporation, will be the sole property of Corporation, and shall be considered "works for hire", and Employee hereby assigns to the Corporation all of Employee's right, title and interest in and to such Inventions. Employee must disclose to Corporation all inventions conceived during the term of employment, whether or not the invention constitutes property of Corporation under the terms of the preceding sentence, but such disclosure will be received by Corporation in confidence. Employee must execute all documents, including patent applications and assignments, required by Corporation to establish Corporation's rights under this Section.

23. DIVISIBILITY OF COVENANT AREAS AND PERIODS

If any portion of the restrictive covenants contained herein is held to be unreasonable, arbitrary or against public policy, each covenant shall be considered divisible both as to time and geographical area; and each [NUMBER] month of the specified period shall be deemed to be a separate period of time and each [NUMBER] mile radius segment of the geographical area shall be deemed to be a separate geographical area, so that the maximum lesser time and geographical area shall remain effective so long as the same is not unreasonable, arbitrary or against public policy.

24. INJUNCTIVE AND EQUITABLE RELIEF

Employee and Corporation recognize and expressly agree that the extent of damages to Corporation in the event of a breach by Employee of any restrictive covenant set forth herein would be impossible to ascertain, that the irreparable harm arising out of any breach shall be irrefutably presumed, and that the remedy at law for any breach will be inadequate to compensate the Corporation. Consequently, the Employee agrees that in the event of a breach of any such covenant, in addition to any other relief to which Corporation may be entitled, Corporation shall be entitled to enforce the covenant by injunctive or other equitable relief ordered

by a court of competent jurisdiction.

25. VENUE; COURT PROCEEDINGS

The Employee and the Corporation hereby agree that the venue of any action, proceeding, counterclaim, cross claim, or other litigation relating to, involving, or resulting from the enforcement of this covenant shall be in [STATE/PROVINCE]. In any action or proceeding by Employee relating to or involving the enforcement of the covenant, and any counterclaim, cross claim or other litigation which may be asserted or brought against Corporation, the Employee hereby expressly waives any and all right to a trial by jury with respect to the action, proceeding or other litigation resulting from or involving the enforcement of this covenant. Further, in any action or proceeding by Corporation to obtain a temporary restraining order and/or preliminary injunction, Employee hereby agrees that the Corporation shall not be required to post an injunction bond in excess of the principal sum of [AMOUNT] in order to obtain a temporary restraining order and/or preliminary injunction. Should the Corporation's action for a temporary restraining order and/or motion for preliminary injunction be granted in whole or in part and should Corporation be ultimately unsuccessful in obtaining a permanent injunction to enforce the covenant, Employee hereby waives any and all rights Employee may have against Corporation for any injuries or damages, including consequential damages, sustained by the Employee and arising directly or indirectly from the issuance of the temporary restraining order and/or preliminary injunction.

26. INDEMNIFICATION

The Employee hereby agrees to indemnify and hold the Corporation and its officers, directors, shareholders and employees harmless from and against any loss, claim, damage or expense, and/or all costs of prosecution or defense of their rights hereunder, whether in judicial proceedings, including appellate proceedings, or whether out of court, including without limiting the generality of the foregoing, attorneys' fees, and all costs and expenses of litigation, arising from or growing out of the Employee's breach or threatened breach of any covenant contained herein.

27. ACKNOWLEDGMENT

The Employee acknowledges that when this Agreement is concluded, the Employee will be able to earn a living without violating the foregoing restrictions and that the Employee's recognition and representation of this fact is a material inducement to the execution of this Agreement and to Employee's continued relationship with the Corporation.

28. SURVIVAL OF COVENANTS

All restrictive covenants contained in this Agreement shall survive the termination of this Agreement.

29. LIMITATIONS ON AUTHORITY

Without the express written consent from the Corporation, the Employee shall have no apparent or implied authority to: (i) Pledge the credit of the Corporation or any of its other employees; (ii) Bind the Corporation under any contract, agreement, note, mortgage or otherwise; (iii) Release or discharge any debt due the Corporation unless the Corporation has received the full amount thereof; or (iv) sell, mortgage, transfer or otherwise dispose of any assets of the Corporation.

30. REPRESENTATION AND WARRANTY OF EMPLOYEE

The Employee acknowledges and understands that the Corporation has extended employment opportunities to Employee based upon Employee's representation and warranty that Employee is in good health and able to perform the work contemplated by this Agreement for the term hereof.

31. LEAVE OF ABSENCE

Leave of absence for required full-time military service or any other purpose authorized by the Corporation shall not result in termination of employment, and the Employee shall retain the privilege of recommencing employment upon the Employee's return from military service or other authorized leave of absence as long as the Employee is otherwise qualified to perform the services required hereunder.

32. INVALID PROVISION; SEVERABILITY

The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.