This At-Will Employment Agreement does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided by Less Pain More Gain, LLC with respect to this Agreement is for general informational purposes only. The content of this Agreement may not constitute the most up-to-date legal or other information.

Users of this Agreement should contact their attorney to obtain advice with respect to its usage and applicability in the user’s respective jurisdiction. No user of this Agreement should act or refrain from acting on the basis of information provided by Less Pain More Gain, LLC with respect to the use of this Agreement without first seeking legal advice from counsel in the relevant jurisdiction.  Only your individual attorney can provide assurances that the information contained herein – and your interpretation of it – is applicable or appropriate to your particular situation.  Use of this document does not create an attorney-client relationship between the user and Less Pain More Gain, LLC.

**AT-WILL EMPLOYMENT AGREEMENT**

**THIS AT-WILL EMPLOYMENT AGREEMENT** (the “*Agreement*”) is entered into as of [ENTER EFFECTIVE DATE](the “*Effective Date*”) by and between: (1) [ENTER COMPANY NAME] (hereinafter the “*Company*”), located at [ENTER COMPANY ADDRESS] and (2) [ENTER EMPLOYEE NAME] (hereinafter “*Employee*”), located at [ENTER EMPLOYEE ADDRESS] (collectively referred to herein as the “*Parties*,” and individually as a “*Party*”).

**IN CONSIDERATION** of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **EMPLOYMENT**. Company hereby appoints Employee as a [ENTER APPLICABLE POSITION TITLE] of Company and Employee hereby accepts such appointment. The services Employee performs for Employer as an Employee shall be exclusive to Employer. During the term of this Agreement, Employee shall not work, serve, or operate as an Employee for the purpose of providing the same or similar Services for any other third-party entity or individual. Employment will commence on the Effective Date written above. There is no specific term of employment under this Agreement.

2. **AT-WILL EMPLOYMENT**. Employee understands and acknowledges that his or her employment with Company is for an unspecified duration and constitutes “*at-will*” employment. Employee also understands that any representation to the contrary is unauthorized and not valid unless obtained in writing and signed by an authorized representative of Company. Employee acknowledges that nothing in this Agreement changes (or is intended or is to be construed to change in any way) this employment relationship. Employee further acknowledges that this employment relationship may be terminated at any time, with or without cause or for any or no cause, at the sole option of Company upon written notice. Employee may terminate this Agreement, without or without cause or for any or no cause, with ***thirty (30) days’***prior written notice submitted by Employee to Company.

3. **EMPLOYEE DUTIES**.Employee shall serve Company as a [ENTER APPLICABLE POSITION TITLE], with the duties and responsibilities customarily incident to such position (the “*Services*”).

3.1 The Employee’s duties shall include, but not be limited to, the following: [ENTER EMPLOYEE’S DUTIES]. Company reserves the right to modify and/or redefine the Services of the Employee from time to time as may be necessary to meet the continuing demands of Company and/or the special circumstances created by changes in personnel.

3.2 *Job Location*: Services shall be [ENTER APPLICABLE LOCATION OR REMOTELY].

3.3 Employee agrees to serve Company faithfully and to the best of his or her ability and shall, except for illness, reasonable leaves of absence (approved by Company) and vacation periods, devote all of his or her working time, attention and energies to the business of Company as necessary to perform the Services required of him or her hereunder.

3.4 Employee represents and warrants that at all times during the term of this Agreement, he or she shall comply with all relevant laws, statutes, regulations and professional and ethnical requirements, as same may be amended from time to time.

3.5 Employee represents and warrants that he or she is not bound by (or is not aware of any reasonable basis for any person or entity to assert that Employee is bound by) any contractual obligation to any former employer, independent contractor, or other third-party (including, but not necessarily limited to exclusivity, non-competition, non-solicitation, or restrictive covenant obligations) that, if it were to be upheld or enforced by a court, would limit Employee from being able to fully performing under this Agreement and Employee agrees to indemnify and hold Company harmless from any and all liabilities, costs, expenses, damages or claims, including attorneys’ fees, that Company may sustain, in any manner whatsoever, arising out of or in connection with any such contractual obligation of Employee.

3.6 ***Company’s Polices & Procedures***. The Employee’s employment with Company shall be subject to any and all of Company’s policies and procedures applicable from time to time. All such policies and procedures may be amended from time to time in the sole and absolute discretion of Company.

3.7 ***Use of TrapEAZE Technique***. Employee acknowledges and agrees that Employee may only use the TrapEAZE Technique during the effective term of this Agreement, and may only use the TrapEAZE Technique on behalf of Company. Employee may not under any circumstances utilize the TrapEAZE Technique with any clients outside of Employee’s employment with Company. If Employee is a massage therapist, Employee *CANNOT* perform the TrapEAZE Technique without supervision (even if a message therapist has been trained to perform the TrapEAZE Technique and/or has received a certificate of completion of relevant course work pertaining to the practice of the TrapEAZE Technique) from a trained licensed practitioner as selected by Less Pain More Gain, LLC as Less Pain More Gain, LLC only licenses certain practitioners to utilize the TrapEAZE Technique without supervision. Furthermore, Employee warrants and agree to only utilize the TrapEAZE Technique in accordance with the Hiring Party’s license to utilize the TrapEAZE Technique of Less Pain More Gain, LLC.

4. **EMPLOYEE COMPENSATION**.

4.1 ***Employee Compensation***. The compensation of Employee for all Services to Company under this Agreement shall be: [ENTER APPLICABLE COMPENSATION STRUCTURE FOR EMPLOYEE]. All such payments to Employee shall be paid via [ENTER APPLICABLE PAYMENT METHOD]. Employee’s Compensation may be increased or decreased at the sole discretion of Company. This payment is subject to deductions for taxes and other withholdings as required by law or the policies of Company.

4.2 Employee’s regularly scheduled workweek will be as follows: [ENTER APPLICABLE SCHEDULE OF EMPLOYEE]. This schedule is subject to modification at the discretion of Company.

4.3 ***Employee Benefits***. During the Effective Term of this Agreement, Employee will be entitled to participate in the employee benefit plans currently and hereafter maintained by Company of general applicability to other employees of Company. Company reserves the right to cancel and/or change the benefit plans and programs it offers to its employees at any time. Employee will not be eligible for health, dental, or life insurance benefits until ***ninety (90) days*** from the date of hire.

5. **OWNERSHIP OF WORK PRODUCT**.

5.1 The Parties intend that to the extent any work product produced by the Employee or a portion of any work product produced by the Employee qualifies as a “*work made for hire*,” it will be so deemed a work made for hire. If the work product or any portion of the work product does not qualify as a work made for hire, and/or as otherwise necessary to ensure Company’s complete ownership of all rights, titles and interest in the work product, the Employee shall transfer and assign Company any and all rights, titles and interests throughout the world in and to any and all work product. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter or otherwise the work product in any way Company sees fit.

5.2 Employee has no right or interest in any work or product resulting from the Services Employee performs for Company, or any of the documents, reports, or other materials the Employee creates in connection with those Services (collectively, “*Company Inventions*”), and has no right to or interest in any copyright to Company Inventions. It shall be presumed that Company Inventions have been specially commissioned or ordered by Company as “*works made-for-hire*,” and Company is therefore the author and owner of all copyrights in the Company Inventions.

6. **NON-DISCLOSURE & CONFIDENTIALITY.** In the performance of Employee’s Services, Company must make available confidential records, files and information concerning its clients and confidential information and data concerning the methods of business of Company (together hereinafter referred to as “*Confidential Information*”) which may include, but is not limited to, (a) inventions, (b) products, (c) product design, (d) processes, (e) technical matters, (f) trade secrets, (g) copyrights, (h) customer lists, (i) prices, (j) costs, (k) discounts, (l) business affairs, (m) future plans, (n) clients’ information, (o) Company’s clients’ client’s information; .(p) third-party information and (q) and other vital information which is valuable, special and unique to Company.

6.1 Employee hereby agrees to protect the Confidential Information as follows:

6.1.1 This Non-Disclosure and Confidentiality Section shall apply to all Confidential Information disclosed by or on behalf of Company.

6.1.2 Employee acknowledges that the Confidential Information consists, in part, of commercially valuable trade secrets of Company, the design and development of which reflect the effort of skilled personnel and required the investment of considerable amounts of time and money, that Company has treated, that Company has treated its Confidential Information as confidential and secret information, and that Company has entrusted said Confidential Information to the Employee in confidence.

6.1.3 *Employee agrees*: (a) to use his or her best efforts to protect all Confidential Information from unauthorized use or disclosure; (b) to use this Confidential Information only for the purpose of his or her Services required by Company; (c) not to copy or reproduce the Confidential Information in any form; and (d) not to disclose or otherwise permit any third person or entity access to the Confidential Information without the prior written consent of Company.

6.2 ***Confidentiality After Termination of Employment***. The confidentiality provisions of this Agreement shall remain in full force and effect for a period of ***five (5) years*** after the voluntary or involuntary termination of Employee. During such period, neither Party hereto shall make or permit the making of any public announcement or statement of any kind that Employee was formerly employed by or connected in any manner with Company.

7. **COVENANT NOT TO COMPETE OR SOLICIT**.Employee acknowledges that in order to effectuate the promise to hold Confidential Information in trust for Company, it is necessary to enter into the following restrictive covenants. Employee agrees that during the period of his or her employment and for a period of [ENTER APPLICABLE TERM LENGTH] after the termination of Employee’s employment with Company, for whatever reason:

7.1 Employee shall not, directly or indirectly, without written approval of Company, solicit or induce, or attempt to solicit or induce, any current client, employee, contractor, prospective client and/or supplier of Company to alter, leave, or cease their relationship with Company, for any reason whatsoever.

7.2 Employee shall not, directly or indirectly, without written approval of Company, (a) accept employment from or provide, directly or indirectly, services or assistance to any client of Company with whom Employee has had any contact during his or her employment with Company, if such services or assistance is in the scope of services or products provided by Company or (b) otherwise engage, directly or indirectly, on Employee’s own behalf or on behalf of any other person or entity, in any Competing Business. For purposes of this Agreement, a “*Competing Business*” is one that provides the same or substantially similar products and/or services as those provided by Company during Employee’s employment with Company in all geographic regions in which Company conducts business.

7.3 Employee shall not solicit or attempt to solicit, directly or indirectly, the clients of Company with whom Employee has had any contact during Employee’s employment with Company to purchase and/or use services or products that are competitive with those marketed, offered by, and/or under any stage of development by Company as of the separation date of Employee’s employment with Company.

7.4 Employee acknowledges and agrees that the terms of this Section 7 will not adversely affect Employee’s livelihood.

8. **ENFORCEMENT & SEVERABILITY**. The Parties intend all provisions of this Agreement to be enforced to the extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision of this Agreement is too broad to be enforced as written, the Parties intend for the court to reform the provision to such narrower scope as it determines to be reasonable and enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision shall be severed and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part of it and the remaining provisions shall remain in full force and effect.

9. **INDEMNIFICATION**. Employee shall indemnify and hold harmless Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys’ fees and costs, arising out of, or relating to, the Employee’s Services under this Agreement.

10. **LIMITATION OF LIABILITY**. Company shall not be liable to Employee for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including loss of revenue, or profits or other benefits, and claims by any third party, even if the Parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts. The Company’s total liability hereunder shall be limited to the amount of compensation paid to the Employee in the *three (3) months* prior to any applicable claim by Employee against Company in connection with this Agreement.

11. **EQUITABLE REMEDIES**. The Parties agree that it would be impossible or inadequate to measure and calculate Company’s damages from Employee’s breach of this Agreement’s *Covenant Not to Compete or Solicit* and *Confidential Information* provisions. Accordingly, Employee agrees that if he or she breaches or threatens to breach any such section, Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Employee further agrees that no bond or other security shall be required in obtaining such equitable relief, and Employee hereby consents to the issuance of such injunction and to the ordering of such specific performance.

12. **USE OF TRADEMARKS**. Employee may use, reproduce, and distribute Company’s service marks, trademarks, and trade names (if any) (collectively, the "*Company Marks*") in connection with his or her employment. Any goodwill received from this use will accrue to Company, which will remain the sole owner of the Company Marks. The Employee may not engage in activities or commit acts, directly or indirectly, that may contest, dispute, or otherwise impair Company’s interest in the Company Marks. The Employee may not cause diminishment of value of the Company Marks through any act or representation. The Employee may not apply for, acquire, or claim an interest in any Company Marks, or others that may be confusingly similar to any of them, through advertising or otherwise. At the expiration or earlier termination of this Agreement, the Employee will have no further right to use the Company Marks, unless Company provides written approval for each use.

13. **RETURN OF COMPANY PROPERTY UPON TERMINATION**. Employee agrees to promptly return the property of Company, and any other party for whom Company has agreed to hold property, to Company’s headquarters upon termination of his or her employment with Company. This provision applies to any property provided to Employee to carry out his or her Services under this Agreement. Failure to comply with this provision will result in the immediately suspension of any payment then due and owing to Employee under this Agreement until such property is returned. Company reserves the right to take appropriate legal action against Employee in the event of a breach of this provision.

14. **MISCELLANEOUS PROVISIONS**.

14.1 ***Stipulations***. Employee stipulates and agrees that (a) adequate consideration exists for Employee’s promise to abide by the terms of this Agreement, (b) the restrictive covenants are necessary to ensure the preservation and continuity of Company’s business and goodwill, (c) the time period(s) of the respective restraints are reasonable temporal restraints, (d) the scope of the activities restricted by this Agreement is reasonable; (e) the customer specific restraint set forth herein is a more reasonable limitation than any territorial limitation, and (f) the enforcement of any of the restrictive covenants will not interfere with Employee’s ability to earn a livelihood.

14.2 ***Entire Agreement; Binding Agreement; Assignment***. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior and contemporaneous negotiations and agreements, oral or written, regarding the subject matter hereof. All prior and contemporaneous negotiations and agreements are deemed incorporated and merged into this Agreement and are deemed to have been abandoned if not so incorporated. No representations, oral or written, are being relied upon by either party in executing this Agreement other than the express representations of this Agreement. This Agreement cannot be changed or terminated without the express written consent of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal and personal representatives, successors, and permitted assigns, as the case may be. Employee cannot assign this Agreement or any of his or her rights under this Agreement. Company may assign this Agreement or any of its rights under this Agreement to any other person or entity.

14.3 ***Non-Waiver of Breach***. One or more waivers of a breach of any term or provision of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same term or provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different term or provision.

14.4 ***Governing Law***. The validity, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of [ENTER APPLICABLE STATE] without giving effect to any conflicts of law provisions thereof.

14.4.1 ***Dispute Resolution***. Any and all disputes and disagreements between the Parties arising out of this agreement or any prior agreement between them shall be decided by arbitration and in accordance with the procedural rules of the American Arbitration Association (“*AAA*”) as presently published and existing. The Parties agree to be bound by the decision of the arbitrator. The arbitration proceeding shall be a condition precedent to any other court proceeding and shall take place in the office of Company. The prevailing Party shall be entitled to attorney fees, expenses, and any other damages as allowable by law.

14.6 ***Attorneys’ Fees***. In any legal action (including arbitration) between the Parties concerning this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and costs.

14.7 ***Interpretation***. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

14.8 ***Notice***. All notices, requests, demands, and other communications to any Party or given under this Agreement will be in writing and delivered personally, by overnight delivery or courier, by registered mail, or by electronic transmission (with confirmation of receipt of transmission) to the Party at the address or electronic mail address indicated beneath their respective signatures on the execution pages of this Agreement, or at such other address and electronic mail address as a Party shall designate by written notice given to the other Party in the manner hereinabove set forth.

14.9 ***Non-Disparagement***. Employee agrees that Employee will not in any way publicly disparage, call into disrepute, defame, slander and/or otherwise criticize Company and/or Company’s subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, agents or representatives, or any of Company’s products and/or services, in any manner that would damage the business or reputation of Company, its products and/or services or its subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, agents or representatives.

14.10 ***Counterparts***. This Agreement may be executed in two or more counterparts (including by facsimile or portable document format (PDF)), each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

14.11 ***Electronic Signatures***. This Agreement and related documents entered into in connection with this Agreement are signed when a party’s signature is delivered by facsimile, email or via any other electronic medium. These signatures shall be treated in all respects as having the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date or dates set forth below, to be effective for all purposes as of the Effective Date.

[ENTER COMPANY NAME] [ENTER EMPLOYEE NAME]

*Company**Employee*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_            Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Authorized Representative Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_