**AT-WILL EMPLOYEE AGREEMENT**

 This At Will Employee Agreement **(“Agreement”)** is made and entered into this \_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by and between

Wellness Corporate Solutions LLC **(the “Company”)** and

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(the “Employee”)**. The Company and Employee may hereinafter be referred to as the “Parties.

 “WHEREAS the Company desires to employ or continue to employ Employee to provide certain services, and Employee desires to accept or continue such employment; and

 WHEREAS, in consideration of such employment by the Company, Employee agrees to bound by the terms and conditions of this Agreement.

 NOW, THEREFORE, for and in consideration of the mutual obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby covenant and agree as follows:

1. **Confidentiality.** Employee recognizes that Trade Secrets and Confidential Information (as defined below) belong exclusively to the Company and Employee agrees to hold in strict confidence and not disclose, use, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, any Trade Secrets and Confidential Information, other than as authorized in the performance of Employee’s services to the Company. Employee acknowledges and agrees that Employee’s obligations under this Agreement with respect to Trade Secrets shall remain in effect for as long as such information shall remain a trade secret under applicable law. Employee further acknowledges and agrees that Employee’s obligations with respect to Confidential Information shall remain in effect until such time as the Company publicly discloses the Confidential Information. As used herein, the term “Trade Secrets” shall mean information constituting a trade secret within the meaning of Section 11-1201 of the Maryland Trade Secrets Act, including all amendments hereafter adopted. The term “Confidential Information” as used herein shall mean any and all information not in the public domain, in any form, possessed by, used by, under the control of, or otherwise relating to the Company and/or its clients and treated as confidential by the Company which shall at any time come into possession or control of Employee. Confidential Information may include Trade Secrets.
2. **Personal Electronic Equipment**. Employee acknowledges that, in the performance of services for the Company, Employee may use personal electronic equipment such as a laptop computer, personal data assistant, blackberry, Day-Timer, cell phone, pager or other electronic device owned by Employee (collectively “Personal Electronic Equipment”). Employee acknowledges that all Company information, including Confidential Information and Trade Secrets, contained on any Personal Electronic Equipment is the sole and exclusive property of the Company. Employee agrees that the Company has the right to access such Company information including Confidential Information and Trade Secrets at any time and may take possession of any Personal Electronic Equipment, including any personal Employee information contained thereon, to inspect and/or recover any Company information stored thereon. If Employee possesses Personal Electronic Equipment that is not located on Company premises, Employee shall immediately deliver such equipment to the Company upon its request. Employee acknowledges and agrees that the Company is not liable for any damage caused to Employee’s Personal Electronic Equipment while in its possession or for damaging or deleting any personal Employee information contained thereon. All Confidential Information and Trade

Secrets stored on any Personal Electronic Equipment is subject to the applicable restrictions set forth above.

1. **Work Product.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Employee during the course of performing Company work (collectively, the “Work Product”) shall belong exclusively to the Company and shall, to the extent possible, be considered a work made for hire. Employee automatically assigns to the Company at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest Employee may have in such Work Product, including any copyrights or other intellectual property rights pertaining thereto. Upon request of the Company, Employee shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.
2. **Conflicting Agreements**. Employee represents and warrants that Employee is not a party to or bound by any agreement or understanding of any kind in conflict with the terms and conditions of this Agreement and that Employee’s employment by the Company will not violate or result in the violation of any agreement to which Employee may be bound, including, but not limited to, any agreement restricting the competitive or other activities of Employee.
3. **Return of Company Property.** Immediately on the date of Employee’s termination of employment or at any time upon request of the Company, Employee shall return all property in Employee’s possession belonging to the Company, whether tangible or intangible, including, but not limited to all Trade Secrets, Confidential Information, keys, credit cards, equipment, books, records, customer information, programs, and data compilations.
4. **Non-Disparagement.** Employee agrees not to make any statements, whether written or oral, which could reasonably be interpreted, under the circumstances, as embarrassing, disparaging, prejudicial, or in any way detrimental to the interests of the Company or its past, present or future owners, officers, directors, employees or agents.
5. **Remedies.** It is mutually agreed that the remedy at law for any breach by Employee of the foregoing sections of this Agreement will be inadequate to fully compensate the Company for the immediate and irreparable damage to the Company’s business and that the Company shall be entitled to injunctive relief enforcing such provisions without the need of posting a bond or showing actual damages. In addition, the Company shall be entitled to recover all damages and losses, including attorneys’ fees and costs, incurred by the Company as a result of or arising from Employee’s breach or threatened breach of this Agreement. The failure of the Company to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, nor prevent the Company from thereafter enforcing each and every other provision of this Agreement. The remedies contained herein are in addition to any other remedy which the Company may have at law or in equity. If the Company resorts to legal action to enforce any of the above provisions which have a fixed term, then such term shall be extended for a period ofttimes equal to the period during which a breach of such provision was occurring beginning on the date of a final decision by the adjudicating body (without further right of appeal) holding that such breach occurred or, if later, the last day of the original fixed term of such provision.

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1. **Severability and Modification by Court.** If any term or provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provisions of this Agreement directly involved in the controversy in which such judgment shall have been rendered. Notwithstanding the above, it is the intent and desire of the Parties that this Agreement and all of its terms be enforceable and in the event any provision as presently set forth is determined to be invalid by a court of competent jurisdiction, the Parties hereto agree that this Agreement shall be appropriately modified by the court so that each and every provision hereof is enforceable to the maximum extent permitted by law.
2. **Employment At Will.** Employee is an “at will” employee of the Company. As a result, such employment relationship may be terminated by either the Company or the Employee at any time, for any reason, with or without cause.
3. **Agreement**. This Agreement supersedes and replaces any agreement, oral or written, relating to the subject matter hereof. This Agreement shall inure to the benefit of the Company, its present and former subsidiaries, parent companies, affiliates, successors, and assigns and shall be binding upon Employee’s heirs, successors, assigns, and representatives. This Agreement may not be assigned by Employee but may be assigned by the Company.

1. **Survival**. The provisions of this Agreement that would naturally survive the termination of Employee’s employment with the Company shall survive such termination and shall continue in full force and effect.
2. **Governing Law and Venue.** This Agreement shall in all respects be governed, construed and enforced in accordance with the laws the State of Maryland. The Parties agree that any action concerning the terms of this Agreement must be brought in a court of competent jurisdiction in the State of Maryland. The Parties hereby consent to the exclusive jurisdiction and venue of this court and agree to accept service of process pursuant to Maryland Rules and procedures.
3. WAIVER OF JURY TRIAL. THE PARTIES HEREBY EXPRESSLY WAIVE ANYRIGHT TO A TRIAL BY JURY FOR ANY DISPUTES ARISING OUT OF EMPLOYEE’SEMPLOYMENT WITH THE COMPANY AND/OR THE TERMINATION THEREOF, REGARDLESS OF WHETHER OR NOT SUCH DISPUTES SPECIFICALLY ARISE UNDERTHIS AGREEMENT.

 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

 Wellness Corporate Solutions

 LLC By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 It’s: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Employee:

 Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_