



EMPLOYMENT AGREEMENT

This agreement supersedes and replaces any previous understanding, agreement or contract, written or verbal, between Employee and Company effective [Effective Date].

This Employment Agreement (the "Agreement") is made and entered into by and between [Employee Name] ("Employee") and Eldercare Solutions, Inc. ("Company") (collectively the "Parties"). In consideration of the promises set forth in this Agreement, the Parties agree as follows:

1. Employment

Company hereby employs Employee, and Employee accepts employment with Company, on the terms and conditions set forth in this Agreement Employee's employment with Company shall commence or has commenced on [Employee Start Date].

2. Position

Employee will hold the position of [Title].

3. At Will Employment

Employee's employment with Company is at will. Thus, either Party may terminate Employee's employment with Company at any time, with or without cause and/or with or without notice. No party to this agreement can modify Employee's at will employment except by written agreement signed by Eldercare Solutions, Inc. This is an integrated agreement with respect to the at will nature of the employment relationship, and there are not now and may not be in the future any implied or oral agreements that in any way modify this at will employment agreement.

4. Compensation

During the term of this Agreement, Employee shall receive compensation paid biweekly through Company's regular payroll.

Basic rate of pay is the hourly rate pay of \$0.00 per hour.

The compensation stated above denotes the total compensation to you the employee, and does not include any promised of or implied holiday pay, sick leave pay, vacation pay, or personal time off unless otherwise stated in this agreement or an attached addendum to this employment agreement.

5. Work Schedule

Your work schedule will be/is limited to no more than 8 hours per day, 40 hours per week, and not to exceed 5 days per week.

You may not work outside or beyond this schedule without approval from the President of Eldercare Solutions Inc. All hours worked must be reported on an approved Employee Time Sheet.

In the States where premium wage rules and/or over-time is legislated, Employee is engaged to work no more than 40 hours (48 hours in Minnesota) in any 7 day period (no premium or over-time) with the only exception of when over-time is specifically authorized by the President of Eldercare Solutions Inc.

6. Vacation and Time Off

Vacation and time off are at the expense of the employee. All time off must be coordinated and authorized by the Company's agent and communicated in writing to the Company home office.

7. Business Expenses

Employee will be reimbursed for all reasonable expenses incurred by Employee, authorized by the Company, in the performance of the services hereunder, upon the presentation to Company of the original receipts of all such expenses.

8. Confidential Information

As set forth in the Agreement, "Confidential Information" is defined as Company's confidential and proprietary business information, including but not limited to Company's products, services, customers, contracts, fees, prices, costs, business affairs, marketing, accounting, financial statements, employees, research, inventions, data, software, and any other confidential and proprietary business information of any kind, nature or description, tangible or intangible, in whatever form. Confidential information also means any confidential or personal information of any of the Company's clients. The Confidential Information is and will remain the sole and exclusive property of Company. Employee will not at any time, while employed by Company or at any time thereafter, use, divulge, disclose or communicate, either directly or indirectly, in any manner whatsoever, any Confidential Information to any person or business entity, or remove from the premises of Company any Confidential Information in whatever form, without the prior written authorization of the Company, unless such communications are absolutely necessary for Employee to perform the essential functions of Employee's position with Company. Employee will not use any confidential, proprietary business information belonging to a former employer in connection with Employee's employment with Company.

9. Non-Competition While Employed By The Company

While employed by Company, Employee will not, directly or indirectly, own an interest in, operate, join, control, participate in, or be an officer, director, agent, independent contractor, partner, shareholder, or principal of any person or business entity which, directly or indirectly, competes with Company. While employed by Company, Employee will not unlawfully (a) undertake the planning of or organization of any business activity competitive with Company's business, or combine or conspire with other employees or any third party for the purpose of organizing any such competitive business activity, (b) interfere with or disrupt, or attempt to interfere with or disrupt, any business relationship, contractual or otherwise, between Company and any other party, including clients or prospective clients, suppliers, agents or employees of Company, and/or (c) solicit, induce or influence, or seek to induce or influence, any customer or prospective customer of Company for the purpose of promoting or selling any products or services competitive with those of Company, directly or indirectly, or by action in concert with others. Nothing herein will prohibit Employee from holding or being beneficially interested in less than 5% of any single class of shares or securities of a corporation which are traded on a recognized public stock exchange.

10. No Solicitation

While employed by Company, and for a period of one year after Employee's separation from Company, Employee will not, directly or indirectly, unlawfully solicit, induce or influence, or seek to induce or influence, any person who is engaged as a regular, temporary, introductory, full-time or part-time employee, agent, or independent contractor by Company to terminate his or her employment or engagement with Company for any reason.

11. Return of Confidential Information And Property

Upon separation of employment with Company, or when requested by Company at any other time, Employee will promptly return to Company all Confidential Information in whatever form, as well as any other property of Company, which is or has been in Employee's possession, custody and/or control.

12. Modification Of Employment

Company reserves the right to modify or change Employee's position, duties, compensation, benefits, and/or other terms and conditions of employment at any time in its sole discretion, as allowed by law.

13. Assignment

Company will have the right to assign this Agreement, as well as its rights and obligations hereunder, to any corporation or other entity with or into which Company may hereafter merge or consolidate or to which Company may transfer all or substantially all of its assets, provided such corporation or other entity assumes all of Company's obligations hereunder. Employee cannot assign this Agreement, in whole or in part, because it is a contract for personal services.

14. Severability

In the event that any one or more of the provisions of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein will not in any way be affected thereby.

15. Waiver

A waiver of any provision of this Agreement will not be valid unless such waiver is in writing and signed by the party to be charged.

16. Voluntary

The parties have had the opportunity to consult legal counsel of their own choosing with respect to the execution and legal effect of this Agreement, and have not relied upon any other representations or warranties of any other party hereto. The parties have full authority to enter into this Agreement and to be bound by it. The parties have read and fully understand the provisions of the Agreement and voluntarily choose to sign it. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party.

17. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein, and supersedes any and all other agreements, whether oral or written, express or implied, between the Parties hereto with respect to the subject matter herein. This Agreement cannot be changed or modified except in writing and signed by both Employee and Company's president.

18. Governing Law and Forum

The validity, interpretation, construction and enforcement of this Agreement will be governed by the laws of the State of California. Any disputes arising out of Employee's employment or this Agreement shall be brought in San Diego County, California.

19. Attorneys' Fees and Costs

The Parties agree that should either Party allege a violation of the terms of this Agreement, or should any other disagreements or disputes arise in connection with this Agreement, the

prevailing party shall be entitled to recover reasonable attorneys' fees and costs as allowed by law.

IN WITNESS WHEREOF, the Parties hereto acknowledge that they have read this Agreement, fully understand it, and have freely and voluntarily entered into it as of the date above.

Dated: _____

Employee

Dated: _____

Company: Eldercare Solutions, Inc.

By: _____

Its: _____

SAMPLE

Eldercare Solutions, Inc.

Personal Attendant – Job Description

Our personal attendants commute to client's personal residence to provide non-medical assisted living services and companionship to individuals, many of whom are the beneficiaries of private, personal trusts, in the comfort and convenience of their private residence.

The primary directive of our duty (job description) is to *Protect the Health and Welfare of the Client*. This duty encompasses the personal care of the care recipient, social relationship, and the maintenance and cleaning of the attending facility. This duty includes but is not limited to the following:

- Professional behavior, conduct, and appearance
- Cooperative, congenial team participation
- Accompanying client on shopping outings
- Accompanying client on walks
- Accompanying client to doctor/lawyer/banker
- Answering the door and telephone
- Arranging appointments
- Assistance with bathing/hygiene
- Assistance with dressing
- Assisting with pet care
- Caring for wheelchair or bed-bound client
- Changing linens
- Feeding
- Grooming
- Incontinence care
- Letter writing/correspondence
- Light housekeeping
- Mailing bills and letters
- Meal planning and preparation
- Monitoring diet
- Overseeing home deliveries
- Planning visits and outings
- Reminder and Assistance with medications
- Running errands
- Household Shopping
- Taking out garbage
- Washing and ironing clothes

Appropriate Attire

Employees of Eldercare Solutions represent the company and the client with public visibility. Employees are expected to dress in a manner supporting our conservative professional image.

Examples of dress that may not be appropriate for our professional appearance at work: Sun dresses, casual capris, dance club dresses, and midriff bearing tops, clothing that reveals excessive cleavage, back, chest, feet, stomach or undergarments. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that may be offensive is unacceptable. This includes images that are political or religious in nature, are sexually provocative, use profanity or are insulting to others.

Appropriate Behaviors

Employees of Eldercare Solutions represent the company and the client with public visibility. Employees are expected to be professional, courteous, and sensitive to the norms of professional behavior. Examples of inappropriate behavior may be: consumption of food and supplies without permission, alcohol, drugs, rudeness, outbursts, or poor personal cleanliness

Care and Return

At times employees of Eldercare Solutions may be asked to be custodian of keys, materials and monies. You are responsible for accounting for such items and successfully transferring, returning, and administering them to the benefit of the client and Eldercare Solutions.