



## EMPLOYMENT AGREEMENT

This Employment Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Agreement”) is entered between \_\_\_\_\_ with its principal address of \_\_\_\_\_ (the “Employer”), which is a Registered Investment Advisory firm, and \_\_\_\_\_ with a residential address of \_\_\_\_\_ (the “Employee”) (collectively, the Employer and the Employee are sometimes referred to as the “Parties”).

**IN CONSIDERATION OF the matters described below and for the mutual benefits and obligations as set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged by the Parties, the Parties to this Agreement agree to be legally bound as follows:**

### **I. COMMENCEMENT DATE AND TERM**

Commencement Date. The Employee commenced permanent full-time employment with the Employer on \_\_\_\_\_ (the “Commencement Date”).

A. **Term.** The initial term of this Agreement shall begin on \_\_\_\_\_ and shall continue unless terminated earlier in accordance with this Agreement. Upon the expiration of the initial term (and any renewal terms) this Agreement shall automatically renew for successive one-year terms until terminated. The initial term and any renewal terms are together referred to in this Agreement as the “Term.”

### **II. EMPLOYEE’S QUALIFICATIONS, JOB TITLE & JOB DESCRIPTION**

A. **The Position.** The Employee has expressed his desire to be employed as a CERTIFIED FINANCIAL PLANNER™ by the Employer, and has represented that he has the qualifications to perform as a CERTIFIED FINANCIAL PLANNER™.

**Terms and Conditions.** The Employee agrees to be employed on the terms and conditions set forth in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice, and direction of the Employer. In acceptance of this position, the Employee certified that they are not subject to any complaints, grievances, disciplinary action or pending litigation.

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**Performance of Duties.** The Employee will perform any and all duties that are reasonable and that are customarily performed by a person holding a similar position in the industry and business of the Employer. As a CERTIFIED FINANCIAL PLANNER™, Employee will be responsible for document management, brokerage operations for preparing new accounts, account maintenance, account conversions, account transfers, adherence to IRS and industry procedures such as mandatory distribution calculations, client services, cost basis and portfolio performance reporting, client relationship development, and other duties as assigned by Employer. Employee agrees to keep all client information private; any breach of client privacy is subject to immediate termination. Employee hereby acknowledges and agrees to Employer's Code of Ethics.

**Changes to Employee's Title or Duties.** The Employer cannot unilaterally change the Employee's job title or duties. The Employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable and customary for a similar position in the industry or business of the Employer. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer, and must be in writing in the form of an Addendum to this Agreement.

**Employer's Policies.** The Employee agrees to abide by the Employer's rules, regulations, and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified by the Employer. The Employer's Policies include but are not limited to: Registration Packet; Employee Standard Operating Procedures; Investment Advisor Standard Operating Procedures; and Code of Ethics.

### III. EMPLOYEE COMPENSATION AND BENEFITS

A. **Base Salary.** In consideration of all services rendered under this Agreement, Employee shall receive a gross salary of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per annum, payable in accordance with the payroll schedule in place from time to time. Taxes and other usual and customary withholdings will be deducted in accordance with applicable laws.

B. **Sign-On Bonus.** Employer shall pay Employee a one-time sign-on bonus of \$\_\_\_\_\_ (the "Sign-On Bonus"), which will be paid to Employee in one (1) lump sum payment via check. Employee will earn and be permitted to retain the full amount of the Sign-On Bonus if Employee remains in employment on the six (6) month anniversary of the Employee's start date of employment. If Employee voluntarily resigns from the employment, Employee will be required to immediately return the gross pre-tax amount

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of the Sign-On Bonus to Employer. In such case, Employee's signature below authorizes Employer, to the fullest extent permitted by law, to make deductions from any payment Employee is owed (including Employee's final paycheck) to repay all or a portion of the Sign-On Bonus that is owed to Employer. Employee agrees that, if any such deductions do not fully repay the Sign-On Bonus that is owed to Employer, Employee will pay Employer the remaining balance within thirty (30) calendar days of the last day of Employee's employment.

C. **Percentage Based Bonus Compensation.** Employer shall pay the Employee a Percentage Based Bonus Compensation as outlined in Addendum B.

D. **Fringe Benefits.**

i. **License.** Maintaining the Employee's licenses is the financial responsibility of the Employee. Employer may reimburse Employee for expenses paid by the Employee for yearly licensing and credentialing fees assessed on an individual basis, as determined by the Employer solely. Employee is responsible for staying up to date with any changes in the requirements set forth by regulatory authorities.

ii. **Continuing Education.** Employer, at the discretion of the Board of Directors, may reimburse Employee up to the sum of \_\_\_\_\_ (\$\_\_\_\_\_) per year for Employee's pre-approved continuing education expense or commuting expenses.

iii. **Paid Time off for Continuing Education.** Employee may request paid time off to complete any continuing education courses that are pre-approved by the Employer. Employee shall be responsible for reimbursement of this benefit if the Employee voluntarily leaves employment.

iv. **Retirement Benefits.** Employees may participate in retirement plan benefits offered by Employer to full-time Employees from time to time.

v. **Additional Benefits.** In addition to the foregoing, Employee shall be entitled to such other benefits that are from time to time provided by Employer to its full-time employees.

E. **Errors and Omission Insurance.** Employer shall purchase and maintain comprehensive professional liability insurance coverage as the Employer shall deem appropriate, covering the acts or omissions of the Employee in the normal course of his employment. The Employer maintains the right to offset the expense of such coverage at their sole discretion. The Employee shall maintain minimum Limit of Liability for Errors and Omission Insurance coverage as defined in the Employee Handbook.

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The Employee will provide the Employer with a copy of their Certificate of Insurance at each renewal date or when a substantial modification has been made.

Employee is responsible for meeting any deductibles or fees associated with claims or litigation brought against the Employee.

F. **Right to Set Off.** Employer may offset any amounts Employee owes Employer against any amounts Employer owes the Employee arising from this Agreement.

G. **Employee's Schedule.** In exchange for the above Compensation and benefits, Employee must be available to perform Employee's duties and responsibilities as a CERTIFIED FINANCIAL PLANNER™ exclusively. Employer agrees to a Hybrid Working Arrangement as outlined in the Addendum of this agreement. Employee is being hired as a full-time employee and has the duty of providing the Company with forty hours of work each week to maintain eligibility for full time employment.

H. **Employee Handbook.** Associate acknowledges receipt of the SAAI employee handbook and agrees to be bound by those terms. SAAI, at its option, may change, delete, suspend, or discontinue any of the policies in the handbook at any time without prior notice. No one other than SAAI may alter or modify any of the policies in the handbook.

I. **Paid Personal Leave.** Employee will accrue paid personal leave ("PPL") after completing thirty (30) days of employment. PPL may be used after six (6) months of full-time employment.

vi. PPL does not accrue on unpaid leaves of absences. Any unused accrued PPL shall be forfeited upon termination of employment. PPL may be taken for any reason and substitutes for vacation, bereavement, and other such leave.

vii. PPL is based on years of service and will accrue according to the Employee Handbook (Standard Operating Procedures Manual).

viii. Employee may take unpaid personal leave with advance written approval from the Employer through a formal written request presented in a manner consistent with the policies and procedures outlined in the Employee Handbook. During any period of unpaid leave, Employer shall not be obligated to pay wages or benefits to Employee.

J. **Contract Binding Authority.** Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the

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authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent or direction of the Employer.

#### IV. RESTRICTIVE COVENANTS

A. **Conflict of Interest.** During the term of the Employee's active employment with the Employer, it is understood and agreed that any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on a public stock exchange) coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer, which consent will not be unreasonably withheld.

During the term of the Employee's active employment with the Employer, the Employee will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer, which consent will not be unreasonably withheld.

B. **Non-Competition.** The Employee agrees that during the Employee's term of active employment with the Employer that he will not, directly or indirectly, as employee, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer or otherwise, solely or jointly with others engage in any business that is in competition with the business of the Employer within a 35 mile radius of the Employer's business located at \_\_\_\_\_ . The Employee agrees that for a period of twenty-four (24) months after the Termination Date of this Agreement, the Employee will not, directly or indirectly, as employee, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer or otherwise, solely or jointly with others engage in any business that is in competition with the business of the Employer or give advice or lend credit, money or the Employee's reputation to any natural person or business entity engaged in a competing business.

C. **Non-Solicitation.** The Employee understands and agrees that any attempt on the part of the Employee to induce or attempt to induce other employees or contractors to leave the Employer's employ, of any effort by the Employee to interfere with the Employer's relationship with its other employees and contractors would be harmful and damaging to the Employer. The Employee agrees that during the Employee's term of employment with the Employer and for a period of twenty-four (24) months after the end of that term, the Employee will not in any way, directly or indirectly:

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- i. Induce or attempt to induce any employee or contractor of the Employer to quit employment or retainer with the Employer;
- ii. Otherwise interfere with or disrupt the Employer's relationship with its employees and contractors;
- iii. Discuss employment opportunities or provide information about competitive employment to any of the Employer's employees or contractors; or
- iv. Solicit, entice, or hire away any employee or contractor of the Employer for the purpose of an employment opportunity or independent contractor relationship that is in competition with the Employer.

This non-solicitation obligation as described in this section will be limited to employees or contractors who were employees or contractors of the Employer during the period that the Employee was employed by the Employer. During the term of the Employee's active employment with the Employer, and for twenty-four (24) months thereafter, the Employee will not divert or attempt to divert from the Employer any business the Employer had enjoyed, solicited, or attempted to solicit from its customers, prior to termination of Employee's employment with the Employer.

**D. Buyout Rate.** The Employee shall have the option to purchase the Employee's Restrictive Covenant. If the Associate elects to purchase the Restrictive Covenant concerning Employers customers and clients, the Employee shall pay Employer for an amount equal to five times (5x) Employer's assessed household value. The household value is determined by calculating each client's gross revenue to the firm on an annual basis ("Buy-out Rate"). The Buy-out Rate may be paid over the course of two (2) years with an interest rate equal to the prime rate set forth in the Money Rates Section of the Wall Street Journal plus five percent (5%).

**V. Non-Disparagement.** The parties agree that neither party shall disparage the other party before, during, or after Employee's employment with Employer. As used in this section, "disparage" shall include, in addition to its common meaning, negative comments concerning a party's past, present, or future professional care, business ethics, or management decisions.

## **VI. CONFIDENTIAL INFORMATION**

**A. Employer's Confidential Information.** The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring, or adding to information that is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer. The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret

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technology and accounting records to which access is obtained by the Employee. The Confidential Information includes, but is not limited to, Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information. The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.

**B. Employee, by signing this Agreement, acknowledges that certain information contained on Employer's computer and information within programs utilized in the operation of Employer's business belong to the Employer and will not be accessed via non-secured portals (such as cloud-based portals, other computers, etc.).**

**C. The Confidential Information** will also not include anything developed or produced by the Employee during the Employee's term of employment with the Employer, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trademark or copyright that: (a) was developed without the use of equipment, supplies, facility, or Confidential Information of the Employer; (b) was developed entirely on the Employee's own (non-work) time; (c) does not result from any work performed by the Employee for the Employer; and (d) does not relate to any actual or reasonably anticipated business opportunity of the Employer.

**D. Employee's Duties and Obligations Concerning Confidential Information.** The Employee agrees that a material term of this Agreement with the Employer is to keep all Confidential Information that the Employee has obtained or which was disclosed to the Employee by the Employer as a result of the Employee's employment by the Employer. The Employee agrees that if there is any question as to such disclosure, then the Employee will seek out senior management of the Employer prior to making any disclosure of the Employer's information that may be covered by this Agreement.

The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for with money damages, would cause irreparable injury to Employer, would gravely affect the effective and successful conduct of the Employer's business and goodwill, and would be a material breach of this Agreement.

The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the termination of this Agreement and will continue for a period of twenty-four (24) months from the date of such termination.

If the Employee loses or makes unauthorized disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

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**D. Permissible Disclosure.** The Employee may disclose any of the Confidential Information: (1) to a third party where the Employer has consented in writing to such disclosure; and (2) to the extent required by law or by the request or requirement of any judicial, legislative, administrative, or other governmental body.

**E. Ownership and Title to Confidential Information.** The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of the Confidential Information.

**F. Employee's Waiver of Rights.** The Employee waives any moral rights that the Employee may have with respect to the Confidential Information. The Employee agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Employee during the Employee's term of employment with the Employer and to assign to the Employer any right, title or interest the Employee may have in the Confidential Information. The Employee agrees to execute any instruments and to do all other things reasonably requested by the Employer, both during and after the Employee's employment with the Employer, in order to vest more fully in the Employer all ownership rights in those items transferred by the Employee to the Employer.

**G. Non-Confidential Information.** The Confidential Information will not include information that:

- i. Is generally known in the industry of the Employer;
- ii. Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
- iii. Was rightfully in the possession of the Employee prior to the disclosure to the Employer by the Employer;
- iv. Is independently created by the Employee without direct or indirect use of the Confidential Information; or
- v. The Employee rightfully obtains from a third party who has the right to transfer or disclose it.

**VI. Associate's Representations.** Employee certifies that he/she is not otherwise restricted by a current or former employment agreement from entering into this Agreement. Employee further certifies that he/she was not solicited for employment

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by Employer while bound to any other agreements or restrictions upon his/ employment.

## VII. TERMINATION OF EMPLOYMENT

A. **At Will.** Employer is an “AT WILL” employer. Employee’s employment under this Agreement shall be terminable “*at will*,” either by Employee or Employer, at any time in accordance with this Agreement and regardless of the length of employment or the granting of benefits of any kind. No circumstances arising out of Employee’s employment will alter the “*at will*” employment relationship, unless expressly stated in writing, with the understanding specifically set forth and signed by Employee and Employer. The Term of the Agreement is for the terms expressly provided herein, and not for the obligation for the Employer to continue to employ Employee.

B. **Notice.** Except as otherwise provided below, either party may terminate this Agreement by providing written notice of termination to the other party thirty (30) days prior to the date of termination.

B. **Termination Date.** The Termination Date specified by either the Employee or the Employer may expire on any day of the month and upon the Termination Date the Employer will forthwith pay to the Employee any outstanding portion of the wage, accrued vacation and banked time, if any, calculated to the Termination Date. Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their respective duties and obligations under this Agreement diligently and in good faith through the end of the Termination Date. Such specification of a Termination Date does not waive or constitute the consent to any material breach of this Agreement.

C. **Immediate Termination.** Employer may terminate this Agreement immediately upon a good faith determination by Employer that Employee has:

1. Become disqualified to provide financial advice;
2. Become disabled or deceased;
3. Become ineligible for professional liability coverage or Employee’s professional liability insurance coverage has been terminated by Employee’s carrier;
4. Acted dishonestly or engaged in willful misconduct in the performance of Employee’s duties;
5. Breached a duty owed to Employer;
6. Failed or refused to faithfully or diligently perform duties reasonably required by this Agreement or reasonably assigned to Employee;
7. Failed or refused to faithfully or diligently comply with any of the policies or procedures of Employer, whether written or unwritten;
8. Breached any material provision of this Agreement or Employer’s Employee Handbook;
9. Been convicted of any offense punishable as a felony or any other

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- law involving dishonesty or theft;
- 10. Been illegally involved in the use, sale, or distribution of illegal or controlled substances;
- 11. Refused to accept lawful directions from Employer or otherwise been insubordinate; or

C. **Return of Confidential Information.** The Employee agrees that, upon request of the Employer or upon termination of this employment, the Employee will turn over to the Employer all Confidential Information belonging to the Employer, including but not limited to, all documents, plans, specifications, CDs, flash drives, or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Employee that: (a) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or (b) is connected with or derived from the Employee's employment.

D. **Return Employer's Property.** All material and property provided to Employee by Employer for use during Employee's employment (the "Employer's Property") are the sole and exclusive property of Employer. Employee agrees to promptly deliver originals, copies, and any hardware (including computers, hard drives, and phones) to Employer or destroy (at Employer's sole discretion), the original, copies, and hardware of Employer's Property. Employee agrees to certify in writing that Employee has so returned or destroyed all such Employer's Property.

E. **Employer's Cessation of Business at Subject Location.** Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that the Employer discontinues operating its business at the location where the Employee is employed, then, at the Employer's sole option, and as permitted by law, this Agreement will terminate as of the last day of the month in which the Employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the Termination Date of this Agreement.

## VII. GENERAL PROVISIONS.

A. **Remedies.** In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee agrees that the Employer is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to the Employer at law or in equity, in order to prevent or restrain any such breach by the Employee or by the Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Employee.

B. **Severability.** The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant,

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condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable; it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable; the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

C. **Notices.** Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

To Employer: \_\_\_\_\_  
To Employee: \_\_\_\_\_

D. **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

E. **Governing Law.** This Agreement will be construed in accordance with and governed by the laws of the State of \_\_\_\_\_.

F. **Definitions.** For the purpose of this Agreement the following definitions will apply:

**“Work Product”** means work product information, including but not limited to, work product resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development.

**“Computer Software”** means computer software resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development, including but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches, and system designs.

**“Other Proprietary Data”** means information relating to the Employer's proprietary rights prior to any public disclosure of such information including, but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring,

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protecting, enforcing, and licensing proprietary rights (including patents, copyrights, trademarks, and trade secrets).

**“Business Operations”** means operational information, including but not limited to, internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Employer’s business.

**“Marketing and Development Operations”** means marketing and development information, including but not limited to, marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts, forecast assumptions and volumes, and future plans and potential strategies of the Employer that have been or are being considered by the Employer.

**“Customer ( Client ) Information”** means customer information, including but not limited to, names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Employer.

**“Termination Date”** means the date specified in this Agreement or in a subsequent notice by either the Employee or the Employer to be the last day of employment under this Agreement. The Parties acknowledge that various provisions of this Agreement will survive the Termination Date.

G. **Headings.** Headings are inserted for the convenience of the parties only and are only meant as a guide when reading this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

H. **Non Waiver.** No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers, or privileges preclude any further exercise of them or the exercise of any other right, power, or privilege provided in this Agreement.

I. **Survival.** This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.

J. **Savings Clause.** In the event any provision or part of this Agreement should be adjudged invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions or sections of this

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Agreement are invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited but only as necessary to maintain the original intent of the parties.

K. **Signatures.** This Agreement may be executed in counterparts. Facsimile and electronic signatures are binding and are considered to be original signatures.

L. **Entire Agreement.** This Agreement, together with the Addenda executed contemporaneously (which are incorporated in full by this reference) constitute the entire agreement between the Parties and there are no further items or provisions, either oral or written. The Parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

EMPLOYER:

\_\_\_\_\_ [ Authorized Officer] of Corporation.

\_\_\_\_\_  
Signature of Officer

EMPLOYEE:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

NOTARY

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## ADDENDUM A

**Hybrid Work Arrangement Agreement.** A hybrid work arrangement is a privilege and not an entitlement and is granted at the sole discretion of the Employer. All hybrid work arrangements are subject to ongoing review and may be terminated at any time.

Every effort will be made to provide two (2) weeks' notice of such change to accommodate issues that may arise from ending the hybrid work arrangement. However, there may be instances when no notice is possible.

The Employee agrees to the following terms and conditions:

- I. **Work Location.** The Employee's remote work location will be within a twelve (12) hours travel distance from the Employer's primary place of business unless otherwise approved in advance by the Employer. No out-of-country arrangements are allowed without the additional approval of the Employer. Countries of particular concern, as indicated annually by the U.S. Department of State, are prohibited locations for employees to travel to and work from.
  
- II. **Internet Speed.** Employees must maintain a secure DSL, Cable, Fiber or Satellite internet line with a speed of 100 to 200 Mbps. If using wireless, a wireless router sufficient to connect to Employer resources. Employees are encouraged to have unlimited cell phone data plans that allows for the use of "Hot-Spotting" during times of traditional internet outages. Internet redundancy is oftentimes critical to hybrid working arrangements.
  
- III. **Virtual Meetings.** The Employee is expected to and in some instances required, to be on camera for Employer, Vendor or Client meetings with their web camera turned on and their microphone functional. Many virtual meetings are recorded in order to provide training
  - A. Muting the computer or microphone when not speaking,
  - B. Ensuring others are not in the room to cause distractions within your household to include people and pets,
  - C. Dressing appropriately considering those in attendance business professional or business casual contingent on the meeting,
  - D. Maintaining appropriate backgrounds - backgrounds with beds or sleeping arrangements in the cameras view are prohibited,
  - E. A custom virtual background should be tasteful and reduce distractions,

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- F. Using sufficient identification - your name on your profile should be First Name and Last Name; you should always be logged in as yourself and not sharing a company profile or other persons profile,
  - G. Ensuring hardware is up to specification - all employees must use a wired, firm-approved headset for virtual meetings,
  - H. Drinking alcohol or smoking any substance during a virtual meeting, held during normal working hours is prohibited.
- IV. **Distractions.** Remote work locations must be free from distractions. The Employee is expected to ensure the protection of confidential and proprietary Employer information accessible from their remote work location. Employee must ensure a safe and suitable remote workspace that is appropriately confidential and free of distractions and interruptions that may interfere with work.
- V. **Costs associated with remote work location.** The Employee is responsible for all costs of establishing and maintaining their remote work area. Employer will not be responsible for the set-up of remote office space nor for repairs or modifications of office space.
- VI. **Protect Employer Information.** Employees must demonstrate the ability to protect Employer information while working remotely, including providing locked desks/cabinets, regular password maintenance, and any other measures appropriate for the job and work environment.
- VII. **Compensation and Benefits.** The Employee's compensation and benefits are unaffected by this Agreement.
- VIII. **Work Schedule.** The total number of hours that the Employee works will not change, regardless of the work location. During the Employee's scheduled work hours, the Employee shall remain available for timely communication with the Employer, personnel, including colleagues, supervisors, clients, prospects, outside stakeholders, etc.
- IX. **Commuting.** At the request of the Employer and with reasonable notice sufficient to permit Employee to commute, the Employee will be required to be physically present at the Employer's primary place of business.
- X. **Meetings and Interactions.** Job performance cannot be compromised by a hybrid work arrangement. Every effort must be made to ensure that the interactions between on-site and remote personnel is effective and efficient for both parties. Employee has the obligation to meet with clients in person at the Employer's primary place of business as directed by the Employer.

EMPLOYEE INITIALS: \_\_\_\_\_ EMPLOYER INITIALS: \_\_\_\_\_

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### SAMPLE RESOURCE

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THE **PERFECT** RIA

EMPLOYER:

\_\_\_\_\_ [ Authorized Officer] of Corporation.

\_\_\_\_\_  
Signature of Officer

EMPLOYEE:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

EMPLOYEE INITIALS: \_\_\_\_\_ EMPLOYER INITIALS: \_\_\_\_\_

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**SAMPLE RESOURCE**

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## ADDENDUM B

### Percentage Based Bonus Compensation

1. As a means of rewarding Associate for his/her efforts, \_\_\_\_\_ shall provide Employee with additional compensation based upon Employee's production ("Percentage Bonus Compensation") so long as the Employee maintains their Eligibility as outlined in Addendum B Section 2.
2. Eligibility for Percentage Bonus Compensation includes:
  - a. Full time employment;
  - b. Good standing of professional licenses and designations;
  - c. Develops and/or produces no fewer than ten (10) pieces of content for \_\_\_\_\_ per calendar year. Where "content" is defined as blogging, article writing, audio recordings, video recordings, e-books, infographics or other client deliverables. All content must be approved by \_\_\_\_\_ compliance department. Content created during the Employees employment is the sole property of \_\_\_\_\_. \_\_\_\_\_ reserves the right to use the content as it sees fit.)
  - d. Maintains a 98% Client Household Retention rate annually.
3. During the time period that the Employee is a Junior Advisor, their base salary will be \_\_\_\_\_ (\$\_\_\_\_\_) per annum. Where a Junior Advisor period is defined as an individual who needs a Senior Advisor on case to sign off on case design and implementation.
4. During the time period that the Employee is a SeniorAdvisor, their base salary will be \_\_\_\_\_ (\$\_\_\_\_\_) per annum. Where a Senior Advisor period is defined as an individual who is able to case design and implement financial plans without the direct supervision of another Senior Financial Advisor within the firm as defined and mentored by the Leadership Team within the Company.
5. Employees who are in a Senior Advisor position and maintain their eligibility for Percentage Bonus Compensation will receive twenty percent (20%) of all new net revenue generated in the first calendar year from the Employees direct efforts, less the gross base salary paid by the Employer to the Employee.
6. Employees will receive five percent (5%) Percentage Bonus Compensation on all net recurring revenue generated by the Employees direct efforts providing that the Employee maintains their eligibility, less the base salary paid by the Employer.

EMPLOYEE INITIALS: \_\_\_\_\_ EMPLOYER INITIALS: \_\_\_\_\_

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#### SAMPLE RESOURCE

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