

**2022 JONATHAN KANE SALON  
EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is entered into between \_\_\_\_\_("Employer"), and \_\_\_\_\_ ("Employee").

In consideration of the employment or continued employment of Employee by Employer, Employer and Employee agree as follows:

**1. Employment, Complete Agreement, and Modification**

Employer agrees to employ or continue to employ Employee and Employee agrees to be employed by Employer on the terms and conditions set forth herein. This Agreement supersedes all previous correspondence, promises, representations, and agreements, if any, either written or oral. No provision of this Agreement may be modified except by a writing signed both by Employer and Employee.

**2. Duties and Compensation**

Employee shall perform any and all duties now and hereafter assigned to Employee by Employer, or performed by Employee whether or not assigned to Employee, for a salary or commission as may from time to time be fixed by Employer. Employee agrees to abide by 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.

**3. Salary May Be Changed**

Employee understands and agrees that Employee's salary may be adjusted from time to time by Employer with Employee's agreement without affecting this Agreement. Increase or decrease in pay does not negate this agreement.

**4. Termination of Employment**

Employer, at Employer's sole option, may terminate Employee at any time with or without cause and with or without severance pay. Employer, at its option, may provide Employee fourteen (14) days prior written notice of termination and severance pay in an amount equal to Employee's salary for fourteen (14) days. Employee shall provide Employer fourteen (14) days prior written notice of termination.

**5. Salary Is Full Compensation**

Employee understands that Employee's salary, commission or hourly compensation will constitute the full and exclusive monetary consideration and compensation for all services performed by Employee and for the performance of all Employee's promises and obligations hereunder.

**6. Other Compensation**

Employee understands and agrees that any additional compensation to Employee (whether a commission, bonus or other form of additional compensation) shall rest in the sole discretion of Employer and that Employee shall not earn or accrue any right to additional compensation by reason of Employee's employment.

## **7. Employee Benefits Plan**

Employer may adopt or continue in force benefit plans for the benefit of its employees or certain of its employees. Such benefits plans may include, as examples only, group life insurance and medical insurance. Employer may terminate any or all such plans at any time and may choose not to adopt any additional plans, but shall alert Employee 14 days prior to these changes or cancellation. Employee's rights under any benefits plans now in force or later adopted by Employer shall be governed solely by their terms.

## **8. Duty To Devote Full Time and To Avoid Conflict of Interest**

Employee agrees that during the period of employment, Employee shall devote full time efforts to his or her duties as an employee of Employer. During the period of employment, Employee further agrees not to (i) solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the business activities of Employer, and (ii) directly or indirectly, engage or participate in any other activities in conflict with the best interests of Employer.

## **9. Information Disclosed Remains Property of Employer**

All ideas, concepts, information, and written material disclosed to Employee by Employer, or acquired from a customer or prospective customer of Employer, are and shall remain the sole and exclusive property and proprietary information of Employer or such customers, and are disclosed in confidence by Employer or permitted to be acquired from such customers in reliance on Employee's agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of Employer's business.

## **10. Return of Material**

Employee agrees that, upon request of Employer or upon termination of employment, Employee shall turn over to Employer all equipment, documents, disks or other material in his or her possession or under his or her control that (i) may contain or be derived from proprietary and confidential information as set forth in paragraph 9 above, or (ii) connected with or derived from Employee's services to Employer.

## **11. Covenant Not To Compete**

Employee agrees that he or she will not, during the course of employment and for a period of 24 months commencing upon the expiration of employment, voluntarily or involuntarily, directly or indirectly, anywhere within a three-mile radius of Employer's place(s) of business, or any of them, or assist others to perform services for or to solicit business from Employer's Customers. "Customers" are defined herein as those who have received, paid for, or ordered any of Employer's product(s) or services at least one time within the 18-month period prior to the date of termination of employment of the Employee. Employee acknowledges and agrees to the reasonableness of this covenant not to compete and the reasonableness of the geographic area and duration of time that are a part of said covenant. Employee also acknowledges and agrees that this covenant will not preclude Employee from becoming gainfully employed following termination of employment with Employer.

## **12. Inducing Employees To Leave Employer; Employment of Employees**

Any attempt on the part of Employee to induce others to leave Employer's employ, or any effort by Employee to interfere with Employer's relationship with its other employees would be harmful and damaging to Employer. Employee agrees that during the term of employment and for a period of **24** months thereafter, Employee will not in any way, directly or indirectly (i) induce or attempt to induce any employee of Employer to quit employment with Employer; (ii) otherwise interfere with or disrupt Employer's relationship with its employees; (iii) solicit, entice, or hire away any Employee of Employer; or (iv) hire or engage any employee of Employer or any former employee of Employer whose employment with Employer ceased less than one (1) year before the date of such hiring or engagement.

### **13. Non-solicitation of Business**

During employment and for a period of **24** months from the date of termination of employment, Employee will not within a three-mile radius of Employer's place(s) of business, or any of them, divert or attempt to divert from Employer any business relationship that Employer has enjoyed or solicited from its Customers, as that term is defined in Paragraph 11 herein. Employee agrees to have no conduct with any Customer for any purpose related to Employer's business during the **24-month** period of his or her covenant not to compete and non-solicitation, including but not limited to contact for a business purpose *via* telephone, in person, *via* mail or other system for delivering communications directly from one person to another, *via* social media, or *via* electronic mail. Employee acknowledges and agrees to the reasonableness of this covenant not to solicit business and the reasonableness of the geographic area and duration of time that are a part of said covenant. Employee also acknowledges and agrees that this covenant will not preclude Employee from becoming gainfully employed following termination of employment with Employer or from engaging in ordinary social interactions or communications that are not for a business purpose and would not violate Employee's covenant not to compete or non-solicitation obligation.

### **14. Remedies – Injunction and Recoupment of Training Expenses**

In the event of a breach or threatened breach by Employee of any of the provisions of this Agreement, Employee agrees that Employer -- in addition to and not in limitation of any other rights, remedies, or damages available to Employer at law or in equity -- shall be entitled to a permanent injunction in order to prevent or restrain any such breach by Employee or by Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with Employee. Employee also agrees that in the event of a breach by Employee of his or her Covenant Not to Compete, Employer shall be entitled to liquidated damages in the amount of \$3,000 (U.S.) to compensate Employer for the expense of training provided to Employee and that such liquidated damages shall be in addition to and not in limitation of any other rights remedies or damages available to Employer at law or in equity, including the recovery of actual damages.

### **15. Severability**

In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions nonetheless shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement. In the event that any provision relating to the time period or scope of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period or scope such court deems reasonable and enforceable, then the time period or scope of restriction deemed reasonable and enforceable by the court shall become and shall thereafter be the maximum time period.

**16. Governing Law**

This Agreement shall be construed and enforced according to the laws of the State of Illinois. All legal actions arising under this Agreement shall be instituted in, and both Employer and Employee consent to jurisdiction in Illinois.

**17. Agreement, Read, Understood, and Fair**

Employee has carefully read and considered all provisions of this Agreement and agrees that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of Employer.

**AGREED TO BY ALL PARTIES:**

**EMPLOYER:**

\_\_\_\_\_  
Signature

Name:

Title:

Address:

\_\_\_\_\_  
Date

**EMPLOYEE:**

\_\_\_\_\_  
Signature

Name:

Position:

Address:

\_\_\_\_\_  
Date