

## **EMPLOYMENT CONTRACT**

This Agreement for Employment is made on this 8th day of September, 2014, by and between Dewie, Cheatum & Howe of 123 Mountain Drive, Portsmouth, New Hampshire, "Employer" and Nina R Richards, "Employee".

WHEREAS The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business and the Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### **Employment Conditions**

1. The Employee agrees that she will at all times faithfully, industriously, and to the best of her skill, ability, experience and talents, perform all of the duties required of her position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, as outlined in the Employee Handbook. It is also understood and agreed to by the Employee that her assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement. Any modifications shall be in writing and presented to the Employee in a timely manner.
2. The Employee will commence permanent full-time employment with the Employer on the 8th day of September, 2014 (the "Commencement Date").
3. Employment is contingent on successful completion of the Certificate Program for Paralegals at New Hampshire Technical Institute in Concord, New Hampshire and presentation of Certificate to Employer prior to the 8th of September, 2014.
4. The Employee must successfully complete a probationary period of ninety (90) days (the "Probationary Period") beginning on the Commencement Date. At any time during the Probationary Period, as and where permitted by law, the Employer will have the right to terminate employment with proper notice and compensation to the Employee including wages owed for hours of work already completed.
5. The Employee shall work Monday through Friday from 9:30 A.M. to 5:30 P.M. and such additional hours as are required by the Employer for the Employee to competently perform the duties of her position, when allowed by Employee's schedule. Any hours over 40 that are worked during one week shall be considered "Overtime Hours" and shall be paid as required by law.
6. The Employee shall comply with all stated standards of performance, policies, rules, and regulations. A company manual containing a more complete explanation of many of these standards has been given to the Employee. At this time, Employee acknowledges receipt of the company manual. The Employee shall also comply with such future Employer policies, rules, regulations, performance standards and manuals as may be published or amended from time to time.

## **Job Title and Description**

7. Employer agrees to employ Employee as a Paralegal. The Employee is required to perform the following duties and undertake the following responsibilities in a professional manner:
  - a) Conducting interviews
  - b) Maintaining written and verbal contacts with clients and counsel
  - c) Setting up, organizing and maintaining client files
  - d) Preparing pleadings and documents
  - e) Reviewing, analyzing, summarizing, and indexing documents and transcripts
  - f) Assisting in preparing witnesses and clients for trial
  - g) Maintaining calendar and tickler systems
  - h) Conducting research, both factual and legal
  - i) Performing office administrative functions including maintaining time and billing records and answering phones
  - j) In addition to those listed above, 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 or business of the Employer.
8. The Employer cannot unilaterally and significantly change the Employee's job title or duties without the agreement and written approval of the Employee.
9. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer and any supervising staff that has been assigned by the Employer to supervise the Employee.
10. The Employee agrees to abide by the Employer's rules, regulations, and practices as outlined in the Employee Handbook, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified. Any modifications shall be in writing and presented to the Employee in a timely manner.

## **Employee Compensation**

11. Compensation paid by the Employer to the Employee for the services rendered by the Employee as required by this Agreement (the "Compensation") will include a wage at the rate of \$75.00 (USD) per hour as well as any compensation paid for Overtime Hours. Such payments shall be subject to normal statutory deductions by the Employer.
12. The salary mentioned in Section Eleven (11) shall be reviewed on an annual basis.
13. In cases where Overtime Hours are worked in a pay period, overtime will be paid as required by law.
14. This Compensation will be payable every other week while this Agreement is in force commencing on the first full pay period after the 8th of September, 2014. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law.

15. The Employee understands and agrees that any additional compensation paid to the Employee in the form of bonuses or other similar incentive compensation will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive compensation by reason of the Employee's employment.
16. All reasonable expenses arising out of employment shall be reimbursed within 30 days to Employee assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

### **Place of Work**

17. The Employee's primary place of work will be at the following location:  
123 Mountain Drive, Portsmouth, New Hampshire

### **Employee Benefits**

18. The Employee will be entitled to only those additional benefits that are currently available as described in the Employer's employment booklets and manuals or as required by law.
19. Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.
20. The Employee will be entitled to four weeks of paid vacation each year during the term of this Agreement, or as entitled by law, whichever is greater. The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee with a minimum of two (2) weeks of vacation to be taken by the Employee each calendar year. Any unused vacation days may be rolled over from one year into the next. Upon termination of employment, the Employer will pay compensation to the Employee for any accrued and unused vacation days.
21. The Employer shall, at its expense, provide the Employee with the Retirement and Health Plans that are currently in place or as may be in place from time to time.

### **Non-Competition**

22. The Employee agrees that during the Employee's term of full time active employment with the Employer 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 or give advice or lend credit, money or the Employee's reputation to any business that is in competition with the business of the Employer within a fifty (50) mile geographic area in which the Employer conducts its' business.
23. It is further acknowledged and agreed that during the term of the Employee's full time active employment with the Employer and following termination of the Employee's employment for any reason the Employee shall not solicit business from current clients or clients who have retained Employer in the 6 month period immediately preceding the Employee's termination.

### **Confidential Information**

24. 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 which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.

25. 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 technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.
26. 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.
27. The Confidential Information will not include information that:
  - a) Is generally known in the industry of the Employer;
  - b) Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
  - c) Was rightfully in the possession of the Employee prior to the disclosure to the Employee by the Employer;
  - d) Is independently created by the Employee without direct or indirect use of the Confidential Information;
  - e) The Employee rightfully obtains from a third party who has the right to transfer or disclose it.
28. 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, trade-mark 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 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.

### **Duties and Obligations Concerning Confidential Information**

29. The Employee agrees that a material term of the Employee's contract with the Employer is to keep all Confidential Information absolutely confidential and protect its release from the public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer or agents of 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.
30. 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 in 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.
31. 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 expiration or termination, as the case may be, of this Agreement and will continue for a period of five (5) years from the date of such expiration or termination.

32. The Employee may disclose any of the Confidential Information:
- a) To a third party where Employer has consented in writing to such disclosure; and
  - b) To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
33. 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.

### **Ownership and Title to Confidential Information**

34. 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, trade-marks or trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of the Confidential Information except as outlined in (28), (a), (b), (c), (d).
35. 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.

### **Return of Confidential Information**

36. The Employee agrees that, upon request of the Employer or upon termination or expiration, as the case may be, 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, disks 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 with the Employer.

### **Contract Binding Authority**

37. Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.

### **Termination of Employment**

38. Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that the Employer will discontinue 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. Employer agrees to give Employee as much advanced notice as possible, not to be less than two (2) weeks.

39. Where the Employee has breached any reasonable term of this Agreement or where there is just cause for termination, the Employer may terminate the Employee's employment without notice.
40. The Employer will provide the Employee with the minimum termination notice as required by law. The Employee and the Employer agree that this is reasonable and sufficient notice of termination of employment.
41. If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with notice of no less than two (2) weeks and up to one (1) month. As an alternative, if the Employee co-operates with the training and development of a replacement, then sufficient notice is given if it is sufficient notice to allow the Employer to find and train the replacement.
42. 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 on the next scheduled pay day.
43. Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to wages, wage rate, or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.
44. The Employee agrees to return any property of Employer, and visa versa, at the time of termination.
45. This contract of employment may terminate upon the occurrence of any of the following events: (a) the death of the Employee; (b) the failure of the Employee to perform his duties satisfactorily after notice or warning thereof; (c) economic reasons of the Employer which may arise during the term of this Agreement and which may be beyond the control of the Employer.

### **Severability**

46. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, 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 and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

### **Entire Agreement**

47. This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

### **Modification of Agreement**

48. 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.

### **Assignment**

49. This Agreement may not be assigned without prior notice by either party. Such assignment is subject to the mutual consent and approval of any such assignment.

## **Arbitration**

50. All disputes, differences, and controversies arising under and in connection with this Agreement shall be settled and finally determined by arbitration according to the rules of the American Arbitration Association now in force or hereafter adopted with the use of mediators who are trained in this type of mediation.

## **Notices**

51. 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:

a) Employer:

Name: Dewie, Cheatum & Howe

Address: 123 Mountain Drive, Portsmouth, New Hampshire

Fax: 603-555-1314

Email: DCHlawfirm.org

b) Employee:

Name: Nina R Richards

Address: 551 Taopi Lane, Epping, New Hampshire

Email: Luv2bAparalegal@myemail.com

## **Additional Conditions**

52. Should the need arise to employ a graphic artist for the purpose of creating items for print, web or display, the Employer agrees to give the Employee first right of refusal to do the work provided that doing such work would not interfere with the performance of Employee's paralegal duties. Employer further agrees to pay Employee for such services at a rate of \$50.00 (USD) per hour for printed work and \$75.00 (USD) per hour for all other work, as a subcontractor, separate from the work being performed as a paralegal. All rights to such work reside with the Employee unless otherwise agreed to in writing prior to the start of the work.
53. Time is of the essence in this Agreement.
54. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting 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.
55. If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between the Employer and the Employee. Any duties, obligations and liabilities still in effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.

## **Governing Law**

56. This Agreement will be construed in accordance with and governed by the laws of the state of New Hampshire and the United States of America.

## Definitions

57. For the purpose of this Agreement the following definitions will apply:

- a) “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.
- b) “Commencement Date” means the date employment officially begins for Employee with Employer.
- c) “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.
- d) “Confidential Information” means any and all information, written or oral, disclosed directly or indirectly by the disclosing party or by any of its affiliates or representatives, through any means of communication, including by observation of the recipient who is in a private relationship between the person communicating and whose occupation or relationship to him/her prevents the information from being revealed.
- e) “Customer 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.
- f) “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 and forecast assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being considered.
- g) “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, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets).
- h) “Overtime Hours” means the total hours worked in a day or week in excess of the maximum allowed, as defined by local statute, for a work day or a work week.
- i) “Probationary Period” means the time during which the Employee is being trained and closely monitored immediately after being hired until the date specified in the Contract.
- j) “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.
- k) “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.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 8th day of September, 2014.

EMPLOYER:

Dewie, Cheatum & Howe

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(Signature of Authorized Agent)

EMPLOYEE:

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(Nina R Richards)



created by: **Nina Richards**  
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