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Employment agreement for professional employee

Description: This is a precedent contract of employment for use when engaging a professional employee.

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Employment agreement

AN AGREEMENT made on *[insert date]*.

BETWEEN: *[name of firm]* situated at *[address]*

AND: *[name of employee]* of *[address]* (Employee)

1. Appointment

- (a) The Firm hereby agrees to employ the Employee on the terms and conditions contained in this Agreement.
- (b) The Firm may direct the Employee to work at any place and any move does not cause undue hardship.
- (c) The parties accept that the responsibility for the Employee's employment may be changed by the Firm. The terms and conditions of employment shall remain the same for the Employee irrespective of any change in writing by the parties.

2. Probationary period and duration

- (a) The Employee's employment shall be on a probationary basis for a period of *[insert period]*. During the probationary period, either party providing to the other party written notice of termination, it may provide for termination.
- (b) Upon satisfactory completion of the probationary period, the Employee shall be employed indefinitely until terminated by the Firm in writing.

3. Hours of work

The Employee's normal hours of work shall be *[insert hours]* with such reasonable additional hours as may be required on public holidays, as are reasonably necessary. The Employee will not be entitled to overtime payment for the Employee's normal working hours.

4. Employee obligations

- During the Employee's employment, the Employee shall:
- (a) act in the Firm's best interests;
 - (b) not use the Employee's position for personal gain;
 - (c) faithfully and diligently perform the duties of the position;
 - (d) comply with all reasonable directions of the Firm;
 - (e) not, without the Firm's prior written consent, disclose to any person confidential information;
 - (f) disclose to the Firm, at the time of discovery, any confidential information and other matters likely to impact the Firm's business;
 - (g) on discovery, not allow a potential conflict of interest to arise;
 - (h) not, without the Firm's prior written consent, engage in any business that may conflict with the Firm's business;
 - (i) act in accordance with any applicable laws and regulations in the *[insert title of relevant jurisdiction]*.

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