# EMPLOYMENT CONTRACT

## 1. 1. Parties and Effective Date

This Employment Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] with its principal place of business at [COMPANY ADDRESS] (the "Company"), and [EMPLOYEE NAME], residing at [EMPLOYEE ADDRESS] (the "Employee"). The Company and the Employee are referred to individually as a "Party" and together as the "Parties." The person signing on behalf of the Company represents that they are authorized to do so. Written notices under this Agreement are effective when delivered to the addresses above or to [COMPANY HR EMAIL] and [EMPLOYEE EMAIL].

## 2. 2. Position, Duties, and Reporting

The Company employs the Employee in the position of [JOB TITLE], reporting to [MANAGER NAME AND TITLE] or such other person as the Company designates. The Employee will perform the duties described in the attached job description and any other duties reasonably assigned that are consistent with the position. The Employee will devote their full professional time, attention, and best efforts to the business of the Company during working hours and will comply with all lawful instructions of the Company. The Company may modify the title, duties, reporting line, and department of the Employee as its business needs change, subject to any notice required by applicable law. The Employee will perform the duties in good faith and in the best interests of the Company at all times.

## 3. 3. Start Date, Work Location, and Schedule

Employment begins on [START DATE]. The primary work location is [WORK LOCATION, e.g., the Company office at the address above / the approved remote location of the Employee], and the Employee may be required to travel as reasonably necessary for the role, estimated at [TRAVEL EXPECTATION, e.g., up to 10 percent]. The regular schedule is [SCHEDULE, e.g., Monday through Friday, 9:00 a.m. to 5:00 p.m. local time], subject to change to meet business needs. Any remote, hybrid, or flexible arrangement is described in a separate remote work agreement and may be modified or withdrawn by the Company on reasonable notice. The Employee will report changes to their work location or state of residence to the Company in advance, because those changes can affect payroll, tax, and insurance registration.

## 4. 4. At-Will Employment

Employment with the Company is at will. Either the Employee or the Company may end the employment relationship at any time, with or without cause and with or without advance notice, subject only to applicable law. Nothing in this Agreement, in any handbook, in any performance plan, or in any statement by a Company representative creates a contract of employment for a fixed period or a guarantee of continued employment. As a courtesy, the Parties will use reasonable efforts to give [NOTICE COURTESY PERIOD, e.g., two weeks] written notice of resignation or separation, but failure to do so is not a breach of this Agreement. Only a written amendment signed by [AUTHORIZED OFFICER TITLE] can change the at-will nature of this employment.

## 5. 5. Base Compensation and Payroll

The Company will pay the Employee a base salary of [ANNUAL SALARY] per year, or an hourly rate of [HOURLY RATE] per hour, less all legally required and authorized withholdings and deductions. Wages are paid on a [PAY FREQUENCY, e.g., biweekly, semimonthly] basis in accordance with the standard payroll practices of the Company, by [PAYMENT METHOD, e.g., direct deposit to an account designated by the Employee]. Base compensation is reviewed at least annually as part of the performance cycle, and the Company may adjust it prospectively on written notice, subject to applicable minimum wage and notice requirements. Any change in pay applies only to work performed after the effective date of the change. The Employee will promptly report any suspected payroll error to [PAYROLL CONTACT] so that it can be corrected.

### 6. 6. Bonus, Commission, and Equity

The Employee may be eligible for a target annual bonus of [BONUS TARGET, e.g., 10 percent of base salary], determined by [BONUS CRITERIA, e.g., individual performance and Company results] and paid on or before [BONUS PAYMENT DATE]. Unless applicable law or a written plan document says otherwise, the Employee must be employed and in good standing on the payment date to receive a bonus, and any bonus is discretionary until it is actually paid. Commission-based compensation, if any, is governed by the commission plan attached or issued separately, which controls the calculation, crediting, and payment timing. Any equity grant is subject to approval by the board of directors of the Company and to the terms of the applicable equity plan and grant agreement, which control in the event of a conflict with this Agreement. The Company may modify, replace, or discontinue any bonus, commission, or equity program prospectively.

### 7. 7. Benefits and Paid Time Off

The Employee is eligible to participate in the benefit plans the Company makes available to similarly situated employees, which currently include [BENEFITS LIST, e.g., medical, dental, and vision coverage, a retirement savings plan, and life and disability insurance], subject to the eligibility and waiting periods in each plan document. The plan documents govern all questions of eligibility, coverage, and benefits, and the Company may amend or terminate any plan at any time. The Employee accrues paid time off at the rate of [PTO ACCRUAL, e.g., 15 days per year], subject to the carryover, payout, and approval rules in the Company policy and to applicable state law. The Company observes [NUMBER] paid holidays per year as published each January. Leaves of absence, including sick leave, family and medical leave, and any leave required by state or local law, are governed by Company policy and applicable law.

### 8. 8. Classification, Hours, and Timekeeping

For purposes of the Fair Labor Standards Act and applicable state wage laws, the Employee is classified as [EXEMPT / NON-EXEMPT]. If the Employee is non-exempt, the Employee will accurately record all hours worked each day, including start and end times and meal periods, using the timekeeping system of the Company, and will not work unrecorded or off-the-clock time. Non-exempt overtime is paid at the rate required by applicable law for hours worked beyond the applicable daily or weekly threshold, and all overtime requires advance approval from the manager of the Employee. Failure to obtain advance approval is a performance issue but does not affect the right of the Employee to be paid for hours actually worked. If the Employee is exempt, the salary in Section 5 compensates all hours worked, and the Employee is not eligible for overtime pay.

### 9. 9. Confidential Information

During employment the Employee will have access to non-public information of the Company and of its customers, vendors, and partners, including business plans, financial data, pricing, customer and prospect lists, source code, product roadmaps, personnel data, and any information marked or reasonably understood to be confidential (the "Confidential Information"). The Employee will use Confidential Information only to perform their job, will protect it with at least reasonable care, and will not disclose it to anyone outside the Company without authorization, during employment or after it ends. These obligations do not apply to information that becomes public without fault of the Employee, was lawfully known before employment, or must be disclosed by law after reasonable notice to the Company where notice is permitted. Nothing in this Agreement prevents the Employee from reporting a suspected violation of law to a government agency, participating in a government investigation, or making a disclosure protected by whistleblower law, and no prior notice to the Company is required for such reports. The Employee is also notified that, under the Defend Trade Secrets Act, an individual is not held criminally or civilly liable for disclosing a trade secret in confidence to a government official or attorney solely to report or investigate a suspected violation of law.

### 10. 10. Intellectual Property and Work Made for Hire

All inventions, works of authorship, designs, software, documentation, processes, and other materials that the Employee conceives, develops, or reduces to practice within the scope of employment or using Company time, equipment, facilities, or Confidential Information (the "Work Product") belong to the Company. To the extent any Work Product qualifies as a work made for hire under the United States Copyright Act, it is a work made for hire owned by the Company. To the extent any Work Product does not so qualify, the Employee assigns to the Company all right, title, and interest in it, including all patent, copyright, trademark, and trade secret rights, and waives any moral rights to the extent permitted by law. The Employee will promptly disclose all Work Product and will sign any documents the Company reasonably requests to record or perfect its ownership, during employment and afterward, at Company expense. This assignment does not apply to any invention that qualifies for exclusion under an applicable state statute limiting employee invention assignments, and the Employee has listed on Exhibit A any prior inventions that are excluded from this Section.

### 11. 11. Company Policies, Conduct, and Outside Activities

The Employee will comply with the employee handbook and all Company policies as they are adopted and updated, including policies on equal opportunity, harassment, safety, information security, expenses, and acceptable use of Company systems. Policies are not part of this Agreement and may be changed by the Company at any time, except that a policy cannot alter the at-will relationship in Section 4. During employment the Employee will not engage in any outside employment, consulting, board service, or business activity that competes with the Company, uses Company resources, or materially interferes with the duties of the Employee, without prior written approval from [APPROVAL CONTACT]. The Employee will promptly disclose any actual or potential conflict of interest, including a financial interest in a customer, vendor, or competitor and any close personal relationship with a person the Employee supervises. The Employee confirms that entering this Agreement does not breach any obligation to a former employer, and the Employee will not use or bring any confidential material belonging to a former employer to the Company.

### 12. 12. Termination and Final Pay

Either Party may end the employment relationship as described in Section 4. On separation for any reason, the Company will pay the Employee all earned wages through the last day worked, plus any accrued and unused paid time off that is payable under Company policy and applicable state law, on the schedule required by the law of the state where the Employee works. The Employee is not entitled to severance unless the Company provides it under a written severance policy or a separately signed severance agreement. If the Company terminates the Employee for cause, defined as [CAUSE DEFINITION, e.g., material breach of this Agreement, dishonesty, violation of law, or serious misconduct], the Employee forfeits any unpaid discretionary bonus to the extent permitted by law. The Company may place the Employee on paid administrative leave during any investigation. Benefit continuation rights, including any right to continue group health coverage, will be described in the separation materials provided to the Employee.

### 13. 13. Return of Company Property and Continuing Obligations

On or before the last day of employment, or earlier on request, the Employee will return all Company property, including laptops, phones, tablets, monitors, access badges, keys, credit cards, files, records, customer lists, and all copies of documents and data in any format, whether stored on Company systems or on personal devices or accounts. The Employee will delete Company data from any personal device, cloud account, or email account after returning it, and will confirm in writing that they have done so. The Employee will provide passwords and access credentials necessary for the Company to access its own accounts and systems. The obligations in Sections 9 and 10 survive the end of employment indefinitely, and any separately signed confidentiality, non-solicitation, non-compete, or invention assignment agreement remains in effect according to its own terms. Failure to return property may result in withholding only to the extent permitted by applicable state wage law.

## 14. 14. Governing Law, Dispute Resolution, and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to its conflict of laws rules, and any dispute will be brought exclusively in the state or federal courts located in [VENUE COUNTY AND STATE] unless the Parties have signed a separate arbitration agreement, which would control. This Agreement, with its exhibits, is the entire agreement between the Parties on the subjects it covers and replaces all prior offers, proposals, and understandings, except for any separately signed confidentiality, invention assignment, arbitration, or restrictive covenant agreement, which remain in effect. Any amendment must be in writing and signed by the Employee and an authorized officer of the Company. The Company may assign this Agreement to a successor in a merger or sale of substantially all assets; the Employee may not assign it. If any provision is found unenforceable, the remainder stays in effect and the provision will be narrowed only as far as necessary to be enforceable.

## 15. 15. Signatures

By signing below, each Party acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms as of the Effective Date. COMPANY: [COMPANY NAME]. Signature: ______________________. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. EMPLOYEE: Signature: ______________________. Printed Name: [EMPLOYEE NAME]. Date: [DATE]. This Agreement may be signed in counterparts, and electronic signatures have the same effect as original signatures on a single document.

## 16. Disclaimer

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