COUNTER OFFER EMPLOYMENT ACCEPTANCE LETTER

November 3, 2026

Casey Example, Director of Talent Acquisition Example Employer Inc. 25 Example Avenue

Re: **Acceptance of Offer — Senior Software Engineer — with Negotiated Terms**

Dear Casey Example:

Thank you for the offer of employment dated November 1, 2026. I am pleased to accept the position of **Senior Software Engineer** with **Example Employer Inc.** (the "Employer") on the terms described in the Offer Letter, **as modified by the terms negotiated and set out below**. By countersigning this letter, the Employer confirms that the negotiated terms below supersede the corresponding terms of the original Offer Letter; all other terms of the Offer Letter remain in effect.

1. Position and Start Date

Position: **Senior Software Engineer**, Platform Engineering, reporting to VP of Engineering. Work model: Hybrid.

Start date: **January 11, 2027**.

2. Negotiated Compensation

Base salary — negotiated. The Parties have agreed to an annual base salary of **$185,000.00** (one hundred eighty-five thousand dollars and 00/100), increased from the originally offered **$150,000.00**. All other terms of compensation in the Offer Letter (pay period, withholdings, etc.) remain unchanged.

Sign-on bonus. The offer states a gross sign-on bonus of **$2,500.00**.

Equity grant. 30,000 incentive stock options vesting over 4 years with a 1-year cliff and monthly vesting thereafter, at the exercise price set by the most recent 409A valuation.. Subject to Board approval, the plan, and the award agreement.

3. Other Negotiated Terms

Paid time off — negotiated. 18 days of paid time off per year, which supersedes any lower PTO figure in the Offer Letter.

All terms set out in this Section 3 supersede the corresponding terms in the Offer Letter.

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4. At-Will Employment

Employment remains **at-will** notwithstanding the negotiated terms above. Either Party may end the relationship at any time, with or without cause or notice, subject to applicable law.

5. Standard Acknowledgments

I will review the workplace policies identified in the offer. I will review any separate confidentiality or inventions agreement called for by the offer before deciding whether to sign it. **Invention assignments in California.** If the employer proposes an invention assignment, its separate agreement and written statutory notice should identify the scope and exclusions under California Labor Code sections 2870 and 2872. This letter does not confirm delivery of that notice. **California restrictions.** California Business and Professions Code section 16600 generally voids employment restraints on lawful work, subject to statutory exceptions. This letter creates no such restraint.

No conflicting obligations. **Employment verification.** For a hire who will work for pay or other remuneration, the employee completes Section 1 of Form I-9 by the first day of employment. The employer normally completes Section 2 within three business days of that first day. For an engagement of fewer than three business days, the employer completes Section 2 by the first day. I may choose which acceptable documents to present.

6. Offer Letter Remains Otherwise in Effect

Except as expressly modified by Sections 2 and 3 of this letter, the Offer Letter remains in full force and effect. Any further modifications require a writing signed by both Parties.

This counter-signed letter, together with the Offer Letter, constitutes the complete agreement between me and the Employer concerning my employment as of the date hereof.

Primary workplace specified in the offer: **CA**.

Sincerely,

Employee

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Jordan Example 100 Example Lane jordan@example.com

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Agreed and countersigned on behalf of the Employer, confirming the negotiated terms above:

Employer

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

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