

# EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [EMPLOYER NAME], a Corporation with its principal place of business at [EMPLOYER S BUSINESS ADDRESS] (the "Employer"), and [EMPLOYEE NAME], an individual residing at [EMPLOYEE S RESIDENTIAL ADDRESS] (the "Employee"). Employer and Employee are each a "Party" and together the "Parties."

## 1. Position and Duties

**Position.** Employer hereby engages Employee as [JOB TITLE].

**Duties.** Employee shall perform the following duties and responsibilities: [DUTIES AND RESPONSIBILITIES]

**Work location.** Employee shall perform services on-site at Employer's principal office or such other location as Employer may reasonably designate.

**Best efforts.** Employee shall perform Employee's duties faithfully, industriously, and to the best of Employee's ability, experience, and talents, and shall devote such time as is reasonably necessary to the performance of Employee's duties. Employee shall not, without Employer's prior written consent, engage in any outside employment or business activity that would materially interfere with the performance of Employee's duties under this Agreement.

## 2. Term of Engagement

**At-will employment.** Employee's employment with Employer is "at-will." Either Party may terminate the employment relationship at any time, with or without cause and with or without notice, subject to any notice or severance obligations expressly set forth in this Agreement. Nothing in this Agreement shall be construed to create a contract of employment for a definite term or to limit either Party's right to terminate the employment relationship. This at-will status may be modified only by a writing signed by an authorized officer of Employer that expressly references this Section.

**At-will carve-out.** Notwithstanding the foregoing, Employer shall not terminate Employee in violation of any federal, state, or local law prohibiting discrimination (Title VII, ADEA, ADA, state FEHA / human-rights laws), retaliation for protected activity (NLRA §7, whistleblower statutes, OSHA), or other public policy. Protected activity includes filing charges with the EEOC, NLRB, SEC, OSHA, or state equivalents.

### 3. Compensation

**Base salary.** Employer shall pay Employee an annual base salary of **\$0.00** (zero dollars and 00/100), payable Biweekly in accordance with Employer's ordinary payroll practices, less all applicable federal, state, and local withholdings.

**Exempt classification.** Employee is classified as an exempt employee under 29 U.S.C. §213 and 29 C.F.R. Part 541 (salary basis and duties tests) and is not entitled to overtime compensation. The Parties acknowledge that misclassification is the most common FLSA violation and that Employee's duties and compensation shall continue to satisfy the applicable exemption requirements during the term of employment.

### 4. Benefits and Leave

**Benefits.** Employee shall be eligible to participate in such benefit plans and programs as Employer may maintain from time to time for similarly situated employees, subject to the terms and eligibility requirements of each plan. Benefits currently offered include:

- Health, dental, and vision insurance (subject to plan terms and ERISA);
- Paid time off / vacation — 15 days per year of completed service, accrued in accordance with Employer's policies;
- Participation in Employer's 401(k) or other retirement plan, subject to ERISA and the plan's terms;

Employer reserves the right to amend, modify, or terminate any benefit plan at any time in accordance with applicable law and the plan's terms.

**California paid sick leave.** Pursuant to the California Healthy Workplaces, Healthy Families Act (Cal. Labor Code §245 et seq.), Employee shall accrue at least one (1) hour of paid sick leave for every thirty (30) hours worked, up to a minimum of forty (40) hours (five (5) days) per year, beginning on the Effective Date.

**California vacation — no forfeiture.** Accrued and unused vacation / PTO constitutes earned wages under Cal. Labor Code §227.3 and may not be forfeited. Employer shall pay all accrued, unused vacation to Employee at Employee's final rate of pay on termination of employment, regardless of the reason. Employer may cap accrual at a reasonable ceiling but may not impose a "use-it-or-lose-it" forfeiture.

### 5. Confidentiality and Intellectual Property

**Confidentiality.** Employee acknowledges that, during the course of the engagement, Employee will have access to confidential and proprietary information of Employer, including without limitation trade secrets, business plans, financial data, customer lists, pricing, marketing plans, proprietary processes, software

code, research and development, unpublished inventions, and third-party information held in confidence (collectively, "Confidential Information"). Employee shall:

1. Hold all Confidential Information in strict confidence and use it solely for the benefit of Employer in the performance of Employee's duties;
2. Not disclose Confidential Information to any third party without Employer's prior written consent;
3. Not use Confidential Information for personal benefit or the benefit of any other person or entity; and
4. Return or destroy all Confidential Information on termination of this Agreement, or earlier on Employer's request.

These obligations shall survive the termination of this Agreement indefinitely with respect to information that qualifies as a trade secret under applicable law, and for a minimum of five (5) years with respect to other Confidential Information. Breach of this Section constitutes a material breach of this Agreement and entitles Employer to immediate injunctive relief in addition to any other remedies available at law or in equity.

**Social media and professional accounts.** Any social media account, professional network profile, email account, contact list, follower or connection relationship, or similar digital asset created by Employee on behalf of Employer or using Employer's resources, brand, or goodwill shall be and remain the exclusive property of Employer. On termination, Employee shall transfer all credentials and access to Employer and shall not access, alter, or use such accounts thereafter.

**Federal Defend Trade Secrets Act — Immunity Notice (18 U.S.C. §1833(b)).** Notwithstanding any other provision of this Agreement, Employee is hereby notified that, under the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade-secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to that individual's attorney and use the trade secret in the court proceeding, provided the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

**Protected activity.** Nothing in this Agreement prohibits Employee from (a) filing a charge with, or participating in an investigation or proceeding conducted by, the EEOC, NLRB, SEC, OSHA, or any other federal, state, or local government agency; (b) reporting any suspected violation of law to any government agency or law-enforcement authority; (c) discussing wages, hours, or other terms and conditions of employment with co-workers as protected by Section 7 of the NLRA; or (d) exercising any other right that cannot be waived by private agreement.

**Intellectual property assignment.** All inventions, discoveries, developments, improvements, works of authorship, designs, trade secrets, and other intellectual property (collectively, "Work Product") created, conceived, developed, or reduced to practice by Employee, alone or with others, during the engagement and within the scope of Employee's duties, using Employer's resources, or relating to Employer's business or actual or demonstrably anticipated research or development, shall be the sole and exclusive property of Employer. To the extent permitted by law, such Work Product is a "work made for hire" under 17 U.S.C. §101. To the extent any Work Product does not automatically vest in Employer, Employee hereby irrevocably assigns all right, title, and interest therein to Employer, including all patent, copyright, trademark, trade-secret, and moral rights, worldwide.

Employee shall execute all documents and take all actions reasonably requested by Employer to perfect Employer's ownership. Employee irrevocably appoints Employer as attorney-in-fact to execute such documents if Employee fails or is unable to do so.

**Prior IP carve-out.** Any intellectual property owned by Employee before the Effective Date is excluded from this assignment, provided Employee has identified such prior IP in writing to Employer on or before the Effective Date.

**California Labor Code §2870 carve-out.** Notwithstanding the foregoing assignment, and in accordance with California Labor Code §2870, this assignment does **not** apply to any invention that Employee developed entirely on Employee's own time without using Employer's equipment, supplies, facilities, or trade-secret information, **except** for those inventions that either: (1) relate at the time of conception or reduction to practice to Employer's business or to Employer's actual or demonstrably anticipated research or development; or (2) result from any work performed by Employee for Employer. Employee has been notified of this carve-out in compliance with Cal. Labor Code §2872.

## 6. Restrictive Covenants

**Non-solicitation.** For **12 months** following termination, Employee shall not, directly or indirectly:

1. Solicit, induce, or attempt to induce any employee, contractor, or consultant of Employer to terminate their relationship with Employer; or
2. Solicit business from any customer or client of Employer with whom Employee had material contact during the twelve (12) months preceding termination, for the purpose of providing competitive products or services.

General advertising and recruitment efforts not specifically targeted at Employer's personnel shall not be deemed a violation.

**California non-solicitation — narrow construction.** The Parties acknowledge that, under Cal. Bus. & Prof. Code §16600 and subsequent case law (including *Edwards v. Arthur Andersen*), broadly-worded non-solicitation of customers is generally void in California. The non-solicitation provision above shall be

narrowly construed to prohibit only the misappropriation of trade-secret customer information and solicitation that constitutes unfair competition under Cal. Bus. & Prof. Code §17200. Employee-non-solicitation shall be enforceable only to the extent necessary to protect trade secrets.

## 7. Expense Reimbursement

Employer shall reimburse Employee for reasonable, documented out-of-pocket expenses incurred in the performance of Employee's duties, in accordance with Employer's expense reimbursement policies and the IRS accountable-plan rules (26 U.S.C. §62(c)).

**California §2802 reimbursement.** Pursuant to Cal. Labor Code §2802, Employer shall indemnify Employee for all necessary expenditures or losses incurred in the direct consequence of the discharge of Employee's duties. For remote or hybrid work, this includes a reasonable portion of home-internet service, mobile-phone service, and any personal equipment used for business purposes. Employee shall submit expense requests in accordance with Employer's documented policy.

## 8. Termination, Severance, and Final Pay

**Termination for cause.** Employer may terminate Employee immediately for Cause. "Cause" means: (a) material breach of this Agreement not cured within thirty (30) days of written notice; (b) gross misconduct, fraud, embezzlement, or dishonesty; (c) conviction of, or plea of guilty or no contest to, a felony or any crime of moral turpitude; (d) willful failure to perform assigned duties; or (e) violation of Employer's material written policies.

**Voluntary resignation.** Employee may resign by giving Employer at least **14 days'** prior written notice. Employer may, in its discretion, accept the resignation earlier and pay Employee through the original notice date.

**Return of property.** On termination, Employee shall promptly return all Employer property, including equipment, documents, access credentials, keys, devices, and Confidential Information, in physical and electronic form.

**California final pay (Cal. Labor Code §§201, 202).** If Employer terminates Employee, all earned and unpaid wages — including accrued vacation — shall be paid **immediately** at the time of termination. If Employee resigns with at least seventy-two (72) hours' notice, final wages are due on the last day worked; if Employee resigns without such notice, final wages are due within seventy-two (72) hours after resignation. Waiting-time penalties under §203 may apply to late payment.

## 9. Dispute Resolution

**Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the State of CA, without regard to its conflict-of-laws rules. The Parties acknowledge that, notwithstanding

the governing-law choice, the mandatory employment-law protections of the State of CA (including wage-and-hour, paid leave, non-compete, and anti-discrimination laws) govern Employee's employment where such laws cannot be waived by private agreement.

**Venue.** Any action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in [VENUE CITY], CA, and each Party irrevocably submits to the personal jurisdiction of such courts.

## 10. Compliance Notices

**Equal employment opportunity.** Employer is an equal-opportunity employer. Employer does not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age (40+), disability, genetic information, veteran status, or any other characteristic protected by federal, state, or local law. Applicable statutes include Title VII (42 U.S.C. §2000e), ADEA (29 U.S.C. §621), ADA (42 U.S.C. §12101), the Pregnancy Discrimination Act, and applicable state human-rights / FEHA laws.

**I-9 verification.** Employee shall complete Form I-9 (Employment Eligibility Verification) within three (3) business days of the Effective Date, and shall present acceptable documentation establishing identity and authorization to work in the United States, as required by the Immigration Reform and Control Act (8 U.S.C. §1324a).

## 11. General Provisions

**Entire agreement.** This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior offer letters, negotiations, representations, and agreements, whether oral or written.

**Amendments.** This Agreement may be amended only by a written instrument signed by both Parties.

**Severability.** If any provision is held invalid or unenforceable, the remainder shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to be enforceable while preserving the Parties' intent.

**Assignment.** Employer may assign this Agreement to any successor in interest (including by merger, acquisition, or sale of substantially all assets). Employee may not assign this Agreement without Employer's prior written consent.

**Waiver.** No failure or delay in exercising any right under this Agreement shall operate as a waiver. A waiver is effective only if in writing and signed by the waiving Party.

**Counterparts and electronic signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures, PDF signatures, and signatures transmitted by

electronic means shall be valid and binding under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and the Uniform Electronic Transactions Act (UETA) as adopted by applicable state law.

**Notices.** All notices under this Agreement shall be in writing and delivered by hand, nationally recognized overnight courier, certified mail (return receipt requested), or email with acknowledgment, to the addresses stated in the preamble.

**Survival.** Sections 5 (Confidentiality and IP), 6 (Restrictive Covenants), 7 (Expenses), 8 (Termination), 9 (Dispute Resolution), 10 (Compliance Notices), and 11 (General) shall survive termination.

## Signatures

The Parties have executed this Agreement as of the Effective Date.

### Employer

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### Employee

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE