

EXECUTIVE EMPLOYMENT CONTRACT

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this "Agreement") is entered into as of (the "Effective Date"), by and between [EMPLOYER NAME], a Corporation at [EMPLOYER S BUSINESS ADDRESS] (the "Company"), and [EMPLOYEE NAME], residing at [EMPLOYEE S RESIDENTIAL ADDRESS] (the "Executive").

1. Position, Duties, and Reporting

Position. The Company employs Executive as [JOB TITLE].

Duties. Executive shall: [DUTIES AND RESPONSIBILITIES] Executive shall also perform such other executive duties commensurate with the position as the Board or Executive's principal supervisor may reasonably assign, and shall have the customary authority and responsibilities associated with the position.

Exclusive service. Executive shall devote Executive's full business time, attention, and best efforts to the Company. Executive shall not engage in any other business activity, paid or unpaid, without the prior written consent of the Board, except that Executive may (a) manage personal investments; (b) engage in charitable and civic activities; and (c) with Board consent, serve on not more than one (1) outside board, provided such activities do not materially interfere with Executive's duties or create a conflict of interest.

Work location. At Company's principal office.

2. Term

Initial term. The initial term of this Agreement shall be **2 year(s)** from the Effective Date (the "Initial Term"), with automatic one-year renewals unless either Party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term. Either Party may terminate earlier per Section 8.

3. Compensation

Base salary. The Company shall pay Executive an annual base salary of **\$0.00** (zero dollars and 00/100), payable Biweekly, subject to annual review by the Board.

Annual bonus. Executive shall be eligible for an annual performance bonus as determined by the Board based on mutually agreed performance metrics.

FLSA executive exemption. Executive is exempt under 29 C.F.R. §541.100 (executive-exemption salary-basis and duties tests); no overtime.

4. Benefits and Perquisites

Executive shall participate in all benefit plans generally available to senior executives, including:

- Health, dental, vision;
- PTO: 15 days/year;
- 401(k) / retirement;

D&O insurance and indemnification. The Company shall maintain directors-and-officers liability insurance and shall indemnify Executive to the fullest extent permitted by the Company's governing documents and applicable law.

5. Confidentiality, IP, and Restrictive Covenants

Confidentiality. Executive shall hold all Confidential Information in strict confidence. Survives indefinitely for trade secrets, 5 years for other Confidential Information. **DTSA §1833(b) immunity notice** applies. Protected activity with EEOC/NLRB/SEC/OSHA preserved.

IP assignment. All Work Product is Company property; "work made for hire" under 17 U.S.C. §101; irrevocable assignment.

Non-solicitation. 12 months of employees, contractors, and customers.

6. Expenses

Reasonable business expenses reimbursed per Company policy.

7. Termination and Severance

Cause. The Company may terminate Executive for Cause: (a) willful material breach of duties not cured in 30 days; (b) fraud, embezzlement, gross misconduct, or dishonesty; (c) felony conviction or plea; (d) breach of fiduciary duty; (e) material violation of Company policies.

Good Reason. Executive may resign for Good Reason: (a) material reduction in title, authority, or duties; (b) material reduction in base salary or target bonus (excluding across-the-board reductions of 10% or less); (c) relocation of principal workplace by more than 50 miles; (d) material breach by Company. Notice and 30-day cure required.

Notice of resignation. Executive shall give at least **14 days'** written notice of voluntary resignation without Good Reason.

409A compliance. This Agreement is intended to comply with or be exempt from IRC §409A. Any payment constituting nonqualified deferred compensation shall be paid in compliance with §409A, and any six-month delay for specified employees shall apply.

8. Dispute Resolution

Governing law. [STATE]. Mandatory [STATE] protections apply. **Venue.** [VENUE CITY], [STATE].

9. Compliance

EEO. I-9 within 3 business days.

10. General Provisions

Entire agreement; amendments in writing and signed by Company's authorized officer and Executive; severability; Company may assign to successor; Executive may not assign; counterparts; ESIGN/UETA electronic signatures; Sections 5–10 survive termination.

Signatures

Company

PRINTED NAME

SIGNATURE

DATE

Executive

PRINTED NAME

SIGNATURE

DATE