



[Date]

[Name]  
[Street]  
[City, State, ZIP]

Re: Employment by **[Company Name]**

Dear [Name]:

We are very excited that you will be joining **[Company Name]**, a California **[corporation type]** (the "Company"), as **[title]**, effective on **[start date]**. This letter will confirm the terms of your employment.

### **At-Will Employment**

Employment with the Company is employment at-will. Employment at-will may be terminated with or without cause and with or without notice at any time at the will of either you or the Company. Terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice. Other than **[Company President]**, no one has the authority to make any agreement for employment other than for employment at-will or to make any agreement limiting the Company's discretion to modify the terms and conditions of employment. Only the **[Company President]** has the authority to make any such agreement and then only in writing and signed by each of the **[Company President]** and the respective employee. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. As a new hire, your performance will be reviewed after a **[sixty (60) day trial period]**, at which time your continued employment will be evaluated. This trial period does not in any way modify the at-will status of your employment relationship with the Company.

### **Position and Duties**

You shall serve in the position of **[title]** of the Company and shall perform all the duties of that position as described on Exhibit A. Your position, job description, salary, duties and responsibilities may be modified from time to time in the sole discretion of the Company. You agree to strictly adhere to all of the rules and regulations of the Company as may be set forth in any Employee Manual or published policies of the Company now or in the future, including all amendments to the Manual which may be made in the future in the Company's sole discretion (as published or amended from time to time, the "Manual").



### **No Other Employment**

You agree to devote your full business time, attention and best efforts to the business of the Company during the employment relationship. The Company's normal business hours are from 8:30 a.m. to 5:30 p.m., Monday through Friday. As an exempt salaried employee, however, you will be required to work additional hours depending on the nature of your work assignments.

### **Compensation of Employee**

**(a) Salary.** The Company shall pay you, and you agree to accept from the Company in payment for your services to the Company, a salary of **[\$]** per year (the "Yearly Salary"), payable in equal **[pay period]** installments on regular dates established by the Company, subject to applicable tax withholding requirements. Any proposed increase of your salary, compensation or benefits must be approved by **[manager title]**;

**(b) Vacation; Sick Leave.** You will be entitled to vacation during each full year of employment, and sick leave benefits, in accordance with the Company's standard policies to be set forth by the Company from time-to-time in the Manual.

**(c) Benefit Plans.** You shall be entitled to participate in any standard health and other benefit plans established by the Company on terms as may be established by the Company in its sole discretion. Although you may be eligible for such benefits if they become available in the future, the Company does not promise or represent that such benefits will in fact become available or that once made available they will be continued.

**(d) Employee Expenses.** The Company will reimburse you for pre-approved business expenses (approved by the President or the Board of Directors), as provided within the guidelines of the Company's expense policy. All expenses shall be subject to review and approval by your direct report and the **[Company President]** and shall require reasonable documentation.

### **Confidential Information and Invention Assignment Agreement**

As a condition to your employment with the Company, you acknowledge that you have executed and delivered a copy of the Company's Proprietary Information and Inventions Agreement and will abide by its terms. You acknowledge that a remedy at law for any breach or threatened breach by you of the provisions of the Proprietary Information and Inventions Agreement would be inadequate, and you therefore agree that the Company shall be entitled to injunctive relief in case of any such breach or threatened breach.

### **Governing Law**

This Agreement is made and shall be construed and enforced in accordance with the laws of the State of California. This Agreement and the Exhibits supersede and replace all prior agreements or understandings, oral or written, between the Company and you, except for prior confidentiality agreements, if any. This Agreement may not be modified except by a



writing signed both by the **[Company President]** and by you.

**Arbitration**

In the event of any dispute in connection with this Agreement or the Exhibits, the parties agree to resolve the dispute by binding arbitration in San Francisco, California, under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), with a single arbitrator familiar with employment and technology agreements appointed by AAA. In the event of any dispute, the prevailing party shall be entitled to its reasonable attorneys' fees and costs from the other party, whether or not the matter is litigated or arbitrated to a final judgment or award. The arbitrator's decision shall be final and binding on all parties, and may be entered in any court having competent jurisdiction.

**Severability**

If any provision of this Agreement or the Exhibits is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable against both the Company and you.

**Employee Review and Receipt of Agreement**

You acknowledge that you have carefully read and considered all provisions of this Agreement and the Exhibits and agree that all of the restrictions set forth herein are fair and reasonably required to protect the Company's interests. You acknowledge that you have received a copy of this Agreement and the Exhibits as signed by you. **You acknowledge that, prior to signing this Agreement, you have had an opportunity to seek the advice of independent counsel of your choice relating to the terms of this Agreement.**

Sincerely,

**[Company Name]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to and Accepted:

\_\_\_\_\_  
[Employee Signature]

\_\_\_\_\_  
[Date]

## EXHIBIT A

### DESCRIPTION OF DUTIES

The executive shall be employed as **[title]** and shall report to the **[title]** or such other executive officer as the Company shall designate. Subject to modification by the [direct report title] or the [Company President], the executive's immediate areas of responsibility will include, but not be limited to, [job description]. Responsibilities will include:

- ◆ details