

# EMPLOYMENT AGREEMENT

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This Employment Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[EMPLOYER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [EMPLOYER ADDRESS] ("**Employer**" or the "**Company**"); and

[EMPLOYEE NAME], an individual residing at [EMPLOYEE ADDRESS] ("**Employee**").

Employer and Employee are each a "**Party**" and together the "**Parties**."

**Recitals.** Employer wishes to employ Employee, and Employee wishes to accept employment with Employer, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Position, Duties, and Start Date

**1.1 Position.** Employer employs Employee as [JOB TITLE], reporting to [SUPERVISOR / TITLE]. Employee will perform the duties customary to that position and any other reasonable duties assigned by Employer consistent with the position.

**1.2 Start date.** Employee's employment begins on [START DATE], contingent on Employee's satisfaction of any conditions in Section 1.5.

**1.3 Full-time effort.** Employee will devote substantially full working time and attention to the Company and will not engage in outside work that conflicts with Employee's duties or the Company's interests without the Company's prior written consent.

**1.4 Work location.** Employee's primary work location is [LOCATION / REMOTE]. Employer may reasonably change the location or require travel consistent with the position.

**1.5 Conditions of employment.** This offer and continued employment are contingent on Employee's completion of any lawful pre-employment requirements, including [I-9 / E-VERIFY WORK AUTHORIZATION], [BACKGROUND CHECK, IF PERMITTED BY LAW], and signing the agreements referenced in Section 6.

## 2. Compensation and Benefits

**2.1 Base salary.** Employer will pay Employee a base salary of [\$AMOUNT] per [YEAR / HOUR], payable in accordance with Employer's regular payroll schedule and subject to all required withholdings and deductions.

**2.2 Overtime / classification.** Employee is classified as [EXEMPT / NON-EXEMPT] under applicable wage-and-hour law. If non-exempt, Employee is eligible for overtime as required by applicable federal, state, and local law, which varies by jurisdiction.

**2.3 Bonus or incentive.** Employee is [eligible / not eligible] for a bonus or incentive compensation as described in **Exhibit A**, subject to the terms and conditions of any applicable plan. Unless a plan states

otherwise, bonuses are discretionary.

**2.4 Benefits.** Employee may participate in the benefit plans Employer generally offers to similarly situated employees, subject to the terms of those plans, which Employer may modify or discontinue. Eligibility is governed by the plan documents.

**2.5 Paid time off.** Employee is entitled to paid time off in accordance with Employer's policies and applicable law, which varies by jurisdiction.

**2.6 Expense reimbursement.** Employer will reimburse Employee for reasonable, documented business expenses incurred in performing Employee's duties, in accordance with Employer's expense policy.

### 3. At-Will Employment

**3.1 At-will status.** Unless prohibited by applicable law or modified by a written agreement signed by an authorized officer of Employer, Employee's employment is "**at will**," meaning either Party may end the employment relationship at any time, with or without cause and with or without notice.

**3.2 No contrary representation.** No oral statement or course of conduct modifies the at-will nature of employment. Only a written agreement signed by an authorized officer of Employer may do so.

**3.3 Notice courtesy.** The Parties intend to provide **[NUMBER, e.g. 14]** days' notice of resignation or termination as a professional courtesy where practical, but failure to do so does not change the at-will relationship.

### 4. Confidentiality

**4.1 Definition.** "**Confidential Information**" means non-public information of the Company or its customers that Employee learns through employment, including business plans, pricing, customer and employee data, trade secrets, source code, and technical and financial information.

**4.2 Obligations.** During and after employment, Employee will hold Confidential Information in confidence, use it only to perform Employee's duties, and not disclose it except as authorized or required by law.

**4.3 Return of property.** On termination or on request, Employee will return all Company property and Confidential Information in any form and will not retain copies, except as required by law.

**4.4 Protected activity.** Nothing in this Agreement prohibits Employee from reporting possible legal violations to a government agency, participating in an agency investigation, or exercising rights that cannot lawfully be waived, including rights to discuss wages or working conditions where protected by law.

### 5. Intellectual Property and Work Product

**5.1 Assignment.** To the fullest extent permitted by applicable law, Employee assigns to the Company all right, title, and interest in inventions, works of authorship, and other work product Employee creates within the scope of employment or using Company resources or Confidential Information (the "**Work Product**").

**5.2 Statutory carve-out.** The assignment in Section 5.1 does not apply to any invention that qualifies for protection from assignment under applicable state law, which in some jurisdictions excludes inventions developed entirely on the Employee's own time without Company resources and unrelated to the Company's business.

**5.3 Disclosure and assistance.** Employee will promptly disclose Work Product to the Company and will reasonably assist the Company, at the Company's expense, in perfecting and protecting its rights, including signing necessary documents.

5.4 **Works made for hire.** Copyrightable Work Product created within the scope of employment is a "work made for hire" to the extent permitted by law; to the extent it is not, it is assigned to the Company under Section 5.1.

## 6. Related Agreements and Policies

6.1 **Ancillary agreements.** As a condition of employment, Employee will sign and comply with [the Company's Confidentiality and Invention Assignment Agreement / any applicable restrictive-covenant agreement permitted by law], which is incorporated by reference.

6.2 **Policies.** Employee will comply with the Company's written policies, including its employee handbook and code of conduct, as updated from time to time. Policies do not create a contract of employment and do not alter the at-will relationship.

6.3 **Restrictive covenants.** Any non-competition, non-solicitation, or similar covenant is enforceable only to the extent permitted by applicable law in the Employee's jurisdiction, which varies significantly and in some places restricts or prohibits such covenants.

## 7. Termination

7.1 **By either Party.** Consistent with Section 3, either Party may terminate the employment at any time, subject to any notice the Parties choose to provide.

7.2 **Final pay.** On termination, Employer will pay Employee all earned wages and any accrued, unused benefits required to be paid under applicable law, by the deadline applicable law requires.

7.3 **Severance.** Employee is [eligible / not eligible] for severance. Any severance is described in Exhibit A or in a separate written agreement and may be conditioned on Employee signing a release of claims to the extent permitted by law.

7.4 **Survival.** Sections 4, 5, and any other provisions that by their nature should survive, survive termination of employment.

## 8. General Provisions

8.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and to the extent not preempted by applicable federal law. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

8.2 **Dispute resolution.** The Parties will attempt in good faith to resolve any dispute informally before pursuing other remedies. [OPTIONAL: arbitration clause — discuss enforceability with counsel, as rules vary by jurisdiction and claim type.]

8.3 **Assignment.** Employee may not assign this Agreement. Employer may assign it to a successor in connection with a merger, acquisition, or sale of substantially all assets.

8.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.5 **Entire agreement; amendment.** This Agreement, with its Exhibits and the agreements referenced in Section 6, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.6 **Severability and waiver.** If any provision is unenforceable, it will be limited or severed to the minimum extent necessary, and the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

EMPLOYER	EMPLOYEE
Signature: _____	Signature: _____
Printed name: <b>[NAME]</b>	Printed name: <b>[EMPLOYEE NAME]</b>
Title: <b>[TITLE]</b>	Title: <b>[N/A]</b>
Date: _____	Date: _____

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