

# EXECUTIVE EMPLOYMENT AGREEMENT

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

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[EXECUTIVE FULL NAME], an individual residing at [EXECUTIVE ADDRESS] (the "**Executive**").

The Company and the Executive are each a "**Party**" and together the "**Parties**."

**Recitals.** The Company wishes to employ the Executive in a senior leadership role, and the Executive wishes to accept that employment, on the compensation, benefit, and protective terms set out below. The Parties intend this Agreement to govern the Executive's employment, including the Executive's duties, pay, equity, severance, and post-employment obligations. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Position, Duties, and Reporting

**1.1 Position.** The Company employs the Executive as its [TITLE, e.g. Chief Executive Officer], with the duties, authority, and responsibilities customary to that position and as the Company's [BOARD OF DIRECTORS / CEO] may reasonably assign consistent with the role.

**1.2 Reporting.** The Executive will report to the [BOARD OF DIRECTORS / CHIEF EXECUTIVE OFFICER] (the "**Reporting Authority**") and will keep the Reporting Authority reasonably informed of material developments within the Executive's areas of responsibility.

**1.3 Full-time commitment.** The Executive will devote substantially all of the Executive's business time, attention, and energy to the Company and will perform the duties faithfully, diligently, and in the Company's best interests.

**1.4 Outside activities.** The Executive may engage in civic, charitable, and [PASSIVE PERSONAL INVESTMENT] activities, and may serve on the board of [NUMBER] other organizations with the Reporting Authority's prior written consent, so long as those activities do not materially interfere with the Executive's duties or create a conflict of interest.

**1.5 Location.** The Executive's primary work location is [LOCATION / REMOTE], subject to reasonable business travel.

## 2. Term and At-Will Status

**2.1 Term.** This Agreement begins on the Effective Date and continues until terminated under Section 7 (the "**Term**").

**2.2 At-will employment.** Unless applicable law provides otherwise, the Executive's employment is at will, meaning either Party may end it at any time, with or without cause and with or without notice, subject to the compensation consequences described in Section 7. No provision of this Agreement creates a fixed term of guaranteed employment.

**2.3 Survival of obligations.** The Executive's obligations under Sections 5, 6, and 8, and the Company's payment obligations accrued before termination, survive the end of the Term.

### 3. Compensation

**3.1 Base salary.** The Company will pay the Executive an annual base salary of **[\$AMOUNT]** (the "**Base Salary**"), payable in accordance with the Company's standard payroll practices and subject to applicable withholdings.

**3.2 Annual bonus.** The Executive is eligible for an annual target bonus of **[PERCENT]%** of Base Salary (the "**Target Bonus**"), based on performance goals set by the Reporting Authority. Any bonus is earned and payable only on the terms of the applicable bonus plan and, except as required by law, only if the Executive is employed on the payment date.

**3.3 Equity.** Subject to approval by the Company's **[BOARD / COMPENSATION COMMITTEE]** and the terms of the Company's equity plan and a separate grant agreement, the Executive will be granted **[NUMBER / VALUE]** of **[OPTIONS / RESTRICTED STOCK UNITS]**, vesting over **[VESTING SCHEDULE, e.g. four years with a one-year cliff]**.

**3.4 Review.** The Company will review the Executive's compensation at least **[ANNUALLY]**, though no increase is guaranteed.

**3.5 Expenses.** The Company will reimburse the Executive for reasonable, documented business expenses incurred in performing the duties, in accordance with Company policy.

### 4. Benefits

**4.1 Standard benefits.** The Executive is eligible to participate in the Company's health, retirement, and other benefit plans on the same terms as other senior executives, subject to plan terms and eligibility rules.

**4.2 Paid time off.** The Executive is entitled to **[NUMBER]** days of paid time off per year, plus Company holidays, accrued and used in accordance with Company policy and applicable law.

**4.3 Plan changes.** The Company may amend, modify, or terminate any benefit plan at any time, consistent with applicable law and the plan's terms.

### 5. Confidentiality

**5.1 Confidential Information.** "**Confidential Information**" means non-public information of the Company or its affiliates, customers, or partners that the Executive learns or develops during employment, including business plans, pricing, financials, customer and supplier lists, product roadmaps, source code, and trade secrets.

**5.2 Obligations.** The Executive will hold Confidential Information in strict confidence, use it only to perform the duties, and not disclose it to any third party except as authorized by the Company or required by law.

**5.3 Exclusions.** These obligations do not apply to information that is or becomes public through no fault of the Executive, was lawfully known to the Executive without restriction before employment, or is lawfully obtained from a third party without restriction.

**5.4 Return of materials.** On termination or on the Company's request, the Executive will promptly return or destroy all Company property and Confidential Information in the Executive's possession or control.

**5.5 Protected disclosures.** Nothing in this Agreement prohibits the Executive from reporting possible legal violations to a government agency, participating in a government investigation, or making other disclosures protected under applicable whistleblower law.

## 6. Inventions and Work Product

**6.1 Assignment.** The Executive assigns to the Company all right, title, and interest in inventions, works of authorship, and other work product the Executive creates within the scope of employment or using Company resources or Confidential Information ("**Work Product**").

**6.2 Work made for hire.** To the extent any Work Product qualifies as a "work made for hire" under applicable copyright law, it is owned by the Company. To the extent it does not, the Executive assigns it as provided in Section 6.1.

**6.3 Prior inventions.** Inventions the Executive created before employment and identifies in writing to the Company are excluded from this Section. The Executive will list any such prior inventions on **[SCHEDULE A]** or state that there are none.

**6.4 Statutory carve-out.** This Section does not require assignment of any invention to the extent assignment is prohibited by applicable state law governing employee inventions developed entirely on the Executive's own time without Company resources.

**6.5 Cooperation.** The Executive will sign documents and take reasonable actions the Company requests to perfect and enforce its rights in the Work Product, at the Company's expense.

## 7. Termination

**7.1 By the Company for cause.** The Company may terminate the Executive's employment for "**Cause**," meaning **[e.g. material breach of this Agreement, fraud, gross misconduct, conviction of a felony, or willful failure to perform duties after written notice and a reasonable cure period]**. On termination for Cause, the Executive is entitled only to earned but unpaid Base Salary and accrued benefits through the termination date (the "**Accrued Obligations**").

**7.2 By the Company without cause.** The Company may terminate the Executive's employment without Cause on **[NUMBER]** days' written notice. In that case, and subject to Section 7.5, the Executive will receive the Accrued Obligations plus severance of **[e.g. NUMBER months of Base Salary]** and **[OPTIONAL: continued benefits and pro-rata bonus]**.

**7.3 By the Executive for good reason.** The Executive may resign for "**Good Reason**," meaning **[e.g. a material reduction in Base Salary or duties or a required relocation]**, after giving written notice and allowing the Company a reasonable period to cure. A resignation for Good Reason is treated as a termination without Cause for purposes of Section 7.2.

**7.4 By the Executive without good reason; death or disability.** If the Executive resigns without Good Reason, or employment ends due to death or disability, the Executive (or estate) receives the Accrued Obligations only, except as required by law or the applicable benefit plan.

**7.5 Release condition.** Any severance beyond the Accrued Obligations is conditioned on the Executive signing, and not revoking, a separation agreement and general release of claims in a form reasonably acceptable to the Company within the time the Company specifies.

## 8. Restrictive Covenants

**8.1 Non-solicitation.** During employment and for [NUMBER] months after it ends, the Executive will not solicit the Company's employees to leave or its customers to reduce or end their business, in each case to the extent permitted by applicable law.

**8.2 Non-competition.** During employment and for [NUMBER] months after it ends, within [GEOGRAPHIC AREA], the Executive will not engage in a business that directly competes with the Company, **but only to the extent such a covenant is enforceable under the law of the governing jurisdiction.** Some jurisdictions limit or prohibit non-competition covenants; this clause must be reviewed by local counsel.

**8.3 Reasonableness and reformation.** The Parties intend these covenants to be reasonable in scope, duration, and geography. If a court finds any covenant overbroad, the Parties ask the court to enforce it to the maximum extent permitted by law.

**8.4 Non-disparagement.** Each Party agrees not to make knowingly false or disparaging statements about the other, subject to the protected-disclosure rights in Section 5.5.

## 9. General Provisions

**9.1 Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

**9.2 Dispute resolution.** The Parties will first attempt to resolve any dispute informally. [OPTIONAL: arbitration clause — discuss enforceability and required carve-outs with counsel.]

**9.3 Tax compliance.** The Parties intend that payments under this Agreement comply with or are exempt from applicable deferred-compensation tax rules, and the Agreement will be interpreted accordingly. The Company makes no representation about the tax treatment of any payment.

**9.4 Assignment.** The Company may assign this Agreement to a successor. The Executive may not assign it. It binds the Parties' permitted successors and assigns.

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

**9.6 Entire agreement; amendment.** This Agreement, together with the equity documents and benefit plans it references, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**9.7 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**9.8 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.

**COMPANY**

**EXECUTIVE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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Printed name: **[NAME]**

Printed name: **[EXECUTIVE NAME]**

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Title: **[TITLE]**

Title: N/A

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

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

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