# Employment Agreement

## 1. Parties and effective date

**1.1 Parties.** This Employment Agreement (the "Agreement") is made on **[Date of the agreement: _____]** between **[Employer's full legal name: _____]**, [Employer's state and type of entity: _____], with its principal place of business at [Employer's principal business address: _____] (the "Employer"), and **[Employee's full legal name: _____]**, residing at [Employee's home address: _____] (the "Employee"). The Employer and the Employee are each a "Party" and together the "Parties".

**1.2 Effective date.** This Agreement takes effect on the date on which both Parties have signed it (the "Effective Date"). The employment itself begins on the Start Date stated in Section 6. If the Employee does not begin work on the Start Date, or on a later date the Parties agree in writing, the Employer may withdraw this Agreement by written notice to the Employee, and neither Party will then have any further obligation under it, except under Sections 22 and 32.

**1.3 Authority.** The individual who signs this Agreement for the Employer confirms that he or she is authorized to sign it on the Employer's behalf and to bind the Employer to its terms.

## 2. Background and purpose

**2.1 The Employer's business.** The Employer carries on the business of [Short description of the employer's business: _____] and wishes to employ the Employee in the position described in Section 4.

**2.2 The Employee.** The Employee wishes to accept that employment on the terms of this Agreement and has the skills and experience the position requires.

**2.3 Purpose.** The Parties intend this Agreement to record the main terms of the employment: the position and duties, the pay and benefits, the protection of the Employer's confidential information and inventions, the at-will nature of the employment, and the rights that each Party keeps under federal, state and local law.

**2.4 Consideration.** The Employer's promises in this Agreement, including the employment, the pay and benefits, and access to Confidential Information and training, are given in exchange for the Employee's promises in this Agreement. Each Party agrees that the promises of the other Party are adequate consideration for its own.

## 3. Definitions

**3.1 Defined terms.** In this Agreement, the following words have the following meanings:

(a) **"Affiliate"** means any entity that controls, is controlled by, or is under common control with the Employer.

(b) **"Applicable Law"** means all federal, state and local laws, regulations and ordinances that apply to the employment, including the law of the Work State.

(c) **"Cause"** means any of the following, as determined by the Employer reasonably and in good faith:

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

(1) the Employee's conviction of, or plea of guilty or no contest to, a felony or any crime involving fraud, dishonesty or violence; (2) fraud, embezzlement, theft or intentional dishonesty in connection with the employment; (3) willful misconduct or gross negligence that causes, or is reasonably likely to cause, material harm to the Employer; (4) a material breach of this Agreement or of a written Policy, including the Policies against discrimination, harassment and retaliation, that the Employee fails to cure within 10 days after receiving written notice describing it, if the breach can be cured; or (5) the Employee's repeated and willful refusal to carry out a lawful and reasonable instruction of the Supervisor after a written warning. This definition is used to decide Severance and similar rights. It does not change the at-will nature of the employment.

(d) **"Company Property"** means all documents, records, data, files, devices, equipment, keys, access cards, credit cards, software, accounts, passwords and other materials, in any form, that belong to the Employer or an Affiliate, or that the Employee receives or creates in the course of the employment.

(e) **"Confidential Information"** has the meaning given in Section 22.

(f) **"Disability"** means a physical or mental condition that prevents the Employee from performing the essential functions of the position, with or without reasonable accommodation, for 90 consecutive days or for 120 days in total in any 12-month period, after the Employee has received all leave and accommodation that Applicable Law requires.

(g) **"Inventions"** and **"Company Inventions"** have the meanings given in Section 25.

(h) **"Policies"** means the Employer's written employment policies, rules, codes and handbook, as in effect from time to time.

(i) **"Protected Activity"** has the meaning given in Section 23.

(j) **"Separation from Service"** means a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

(k) **"Supervisor"** has the meaning given in Section 4.

(l) **"Termination Date"** means the last day of the Employee's employment with the Employer, for any reason.

(m) **"Work State"** means [State where the employee primarily works: _____], the state in which the Employee primarily works, or any other state in which the Employee later primarily works with the Employer's written approval.

(n) **"Workweek"** means the fixed and regularly recurring period of seven consecutive 24-hour days that the Employer uses for payroll, which is [Payroll workweek: _____].

**3.2 Interpretation.** Headings are for convenience only and do not affect the meaning of this Agreement. "Including" means "including without limitation". Words in the singular include the plural and the reverse. A reference to a Section or a Schedule is to a section of, or a schedule to, this Agreement. A reference to a law includes that law as amended and any regulation made under it. "Days" means calendar days unless business days are stated. This Agreement will be read as a whole and according to its fair meaning, and no rule of construction against the Party that drafted it will apply.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

## 4. Position, title and reporting line

**4.1 Position.** The Employer employs the Employee, and the Employee accepts employment, in the position of **[Job title: _____]** in the Employer's [Department: _____] department.

**4.2 Reporting line.** The Employee reports to the [Supervisor's job title: _____], or to another person the Employer names by written notice to the Employee (the "Supervisor").

**4.3 Changes to the position.** The Employer may change the Employee's title, reporting line, department or duties to meet business needs, after giving the Employee notice of the change. A change that reduces Base Pay takes effect only for work performed after the Employer has given the Employee written notice of it, and never reduces pay below the minimum that Applicable Law requires. If a change would make an exempt position non-exempt, or the reverse, the Employer will reclassify the position under Section 10 and confirm the new classification to the Employee in writing.

**4.4 Title and classification.** The job title does not by itself decide whether the Employee is exempt from overtime. That depends on the duties the Employee actually performs and the pay the Employee receives, as Section 10 describes.

## 5. Duties, performance and exclusive service

**5.1 Duties.** The Employee's main duties are: [Main duties: _____]. The Employee will also carry out other lawful duties that are reasonably consistent with the position and that the Supervisor assigns.

**5.2 Standard of performance.** The Employee will perform the duties faithfully, diligently, honestly and to the best of the Employee's ability, in a professional manner, and in compliance with Applicable Law, the Policies and the lawful and reasonable instructions of the Supervisor. The Employer will give the Employee the information, tools and training reasonably needed to perform the duties.

**5.3 Performance reviews.** The Employer will review the Employee's performance at least [How often performance and pay are reviewed: _____] and will discuss the review with the Employee. A review does not change the at-will nature of the employment and does not create a right to a pay increase, promotion or bonus.

**5.4 Exclusive service.** During working hours, the Employee will devote the Employee's full working time, attention and skill to the Employer's business and will not perform services for any other person. If the position is part-time, this applies only during the Employee's scheduled hours. Outside activities are governed by Section 26.

**5.5 Licenses and qualifications.** If the position requires a professional license, certification or driver's license, the Employee will keep it current and in good standing and will tell the Employer promptly in writing if it is suspended, revoked, restricted or allowed to lapse. The Employer will pay or reimburse the cost of renewing a license that the position requires, if the Policies or Applicable Law provide for it.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

## 6. Start date and conditions of employment

**6.1 Start date.** The employment begins on **[Start date: _____]** (the "Start Date").

**6.2 Form I-9.** This offer of employment is conditional on the Employee being authorized to work in the United States. The Employee will complete Section 1 of Form I-9, Employment Eligibility Verification, no later than the Start Date. Within three business days after the Start Date, the Employee will present original, unexpired documents, of the Employee's choice from the lists of acceptable documents for Form I-9, so that the Employer can examine them and complete Section 2 within that time. If the Employee does not complete these steps, the Employer may end the employment, subject to Applicable Law. The Employer will not hire, or continue to employ, the Employee knowing that the Employee is not authorized to work in the United States. The Employer will keep the Employee's Form I-9 for three years after the date of hire or one year after the Termination Date, whichever is later.

**6.3 Tax withholding forms.** On or before the Start Date, the Employee will give the Employer a signed federal Form W-4, Employee's Withholding Certificate, and any state or local withholding certificate the Employer's payroll requires, so that the Employer can withhold income tax correctly from the first payment of wages.

**6.4 New hire reporting.** The Employer will report the Employee's hire to the State Directory of New Hires within the time the law of the Work State requires, and in any case no later than 20 days after the date of hire, and will give the Employee any written notice of pay rate, payday or other terms that the law of the Work State requires at the time of hire.

**6.5 Pre-employment checks.** This offer is also conditional on the satisfactory completion of the following checks: [Pre-employment checks the offer depends on: _____]. The Employer will carry out a background check, reference check, consumer report or drug test only after giving the Employee every disclosure, and obtaining every written authorization, that Applicable Law requires, and will follow every notice procedure that Applicable Law requires before taking any adverse action based on the results. Any medical examination will be carried out only as Applicable Law permits, and its results will be kept confidential and separate from the Employee's personnel file. The Employer will not request, require or purchase genetic information about the Employee or the Employee's family members, except as federal law permits.

**6.6 Accurate information.** The Employee confirms that the information the Employee gave the Employer in the application and hiring process is true and complete. A material misstatement or omission may be grounds for withdrawing the offer or ending the employment, subject to Applicable Law.

**6.7 Changes to personal details.** The Employee will tell the Employer promptly of any change to the Employee's home address, contact details, emergency contact, tax status or work authorization.

## 7. Employment at will

**7.1 At-will employment.** The Employee's employment is at will. Either Party may end the employment at any time, with or without Cause and with or without notice, for any reason or for no reason, but never for a reason that Applicable Law prohibits. Any notice period in Section 28 is a courtesy and an administrative arrangement and does not change the at-will relationship.

**7.2 Unlawful reasons.** At-will employment does not permit a termination that is unlawful, including a

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

termination that is discriminatory or retaliatory, or that interferes with any right Applicable Law protects.

**7.3 States that limit at-will employment.** If the law of the Work State limits at-will employment, that law applies, and this Section gives the Employer only the rights that law allows. In particular, if the Work State is Montana and the Employee has completed the Introductory Period, the Employer will discharge the Employee only for good cause, as Montana law requires.

**7.4 No fixed term.** Nothing in this Agreement, in the Policies, in any performance review, or in any oral or written statement by any representative of the Employer about job security, pay, bonus, benefits or future employment creates employment for a fixed term or a promise to end the employment only for Cause. The at-will nature of the employment may be changed only by a written agreement that expressly says so and is signed by the Employee and by [Who may sign a change to at-will status: _____].

**7.5 Signed writing.** The Parties sign this Agreement in writing so that all of its terms can be enforced, including any term that by its nature continues for more than one year.

## 8. Introductory period

**8.1 Length.** The first **[Length of the introductory period: _____]** of employment is an introductory period (the "Introductory Period"). During the Introductory Period, the Supervisor will assess the Employee's performance, conduct and suitability for the position and will give the Employee feedback and guidance.

**8.2 Effect.** Completing the Introductory Period does not change the at-will nature of the employment, does not create a right to continued employment and does not require Cause for any later termination, except where the law of the Work State provides otherwise. Eligibility for benefits does not depend on completing the Introductory Period, unless Schedule A or a plan document says so.

**8.3 Extension.** The Employer may extend the Introductory Period once, by written notice given to the Employee before the Introductory Period ends, for up to [Longest extension of the introductory period: _____]. The notice will state the reason for the extension and the areas in which the Employer expects improvement.

**8.4 Montana.** If the Work State is Montana: (a) the Introductory Period is the Employee's probationary period of employment under Montana law; (b) during it, either Party may end the employment at will, on notice to the other, for any reason or for no reason; (c) any extension must be made before the Introductory Period ends, and the original period together with all extensions will not exceed 18 months; and (d) the Parties understand that if no probationary period had been set, Montana law would apply a probationary period of 12 months from the date the Employee begins work, and that the Introductory Period in Section 8.1 applies instead.

## 9. Place of work and remote work

**9.1 Main place of work.** The Employee's main place of work is [Main work location: _____].

**9.2 Remote work.** The Employee's remote work arrangement is: [Remote work arrangement: _____]. Remote work beyond that arrangement needs the Supervisor's prior approval. The Employer may change or end a remote work arrangement for legitimate business reasons by giving the

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Employee at least [Notice before a remote arrangement changes: _____] written notice, except in an emergency. A remote arrangement granted as a reasonable accommodation under Section 20 will be changed only through the interactive process described there.

**9.3 Remote workspace.** When working remotely, the Employee will keep a safe and private workspace, protect Company Property and Confidential Information as Section 22 requires, use only secure networks and devices that the Employer approves, and be available during scheduled working hours as if working on site. The Employee will report any work-related injury that happens while working remotely as Section 21 requires.

**9.4 Work from another state.** The Employee will not move the Employee's residence to another state, and will not work from a state other than the Work State for more than [Days a year the employee may work from another state: _____] days in a calendar year, without the Employer's prior written consent, because work in another state can change the tax withholding, payroll, insurance and employment law obligations that apply.

**9.5 Travel.** The Employee will travel as reasonably required by the position. The Employer will pay a non-exempt Employee for travel time that counts as hours worked under Applicable Law, and will reimburse travel expenses under Section 18.

## 10. Work schedule, FLSA classification and timekeeping

**10.1 Classification.** The Employer classifies the position as **[Overtime classification: _____]** under the federal Fair Labor Standards Act (the "FLSA") and the law of the Work State. The Employer has made this classification based on the duties the Employee will actually perform and the pay in Schedule A.

**10.2 Regular schedule.** The Employee's regular work schedule is [Regular work schedule: _____]. The Employer may change the schedule on reasonable notice, subject to any advance-scheduling law of the Work State or locality.

**10.3 Non-exempt position.** If the position is non-exempt:

(a) the Employer will pay the Employee for all hours worked, including work performed before or after a scheduled shift, during an unpaid meal break, or away from the workplace;

(b) the Employer will pay overtime at a rate not less than one and one-half times the Employee's regular rate of pay for all hours worked over 40 in a Workweek, plus any daily overtime, double time or premium pay that the law of the Work State requires;

(c) the Employee will record all time worked accurately and completely, using the Employer's timekeeping system, and will not perform any work "off the clock";

(d) the Employee will get the Supervisor's approval before working overtime, but the Employer will pay for all overtime actually worked, whether or not it was approved, and will address unapproved overtime only through the Policies;

(e) the Employee will take meal and rest breaks as the Policies and Applicable Law provide; and

(f) the Employee will report any error in recorded time or pay, and any instruction to work off the clock or to record time inaccurately, to [Person or office for pay questions and complaints:

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

_____]. The Employer will investigate, correct any underpayment promptly, and will not retaliate against the Employee for making the report.

**10.4 Exempt position.** If the position is exempt:

(a) the Employer has classified it as exempt because the Employee's primary duties meet the duties test for a bona fide executive, administrative or professional employee, and the Employee will be paid on a salary basis at a rate of not less than $684 per week, or any higher salary that Applicable Law requires;

(b) the Employee will receive the full predetermined salary for each pay period in which the Employee performs any work, and the salary will not be reduced because of variations in the quality or quantity of the work performed, except for the deductions that the federal salary basis rules permit;

(c) the Employee will work the hours reasonably needed to perform the position and is not entitled to overtime pay; and

(d) if the Employee believes an improper deduction has been made from the salary, the Employee should report it to [Person or office for pay questions and complaints: _____], and the Employer will reimburse any improper deduction promptly.

**10.5 Highly compensated employee.** If the Employer relies on the exemption for highly compensated employees, the Employee's total annual compensation will be at least $107,432, including at least $684 per week paid on a salary or fee basis, or any higher amount that Applicable Law requires, and the Employee will customarily and regularly perform at least one exempt duty of an executive, administrative or professional employee.

**10.6 Reclassification.** If the Employer later decides that the position is not correctly classified, it will reclassify the position for the future, tell the Employee in writing, and pay any wages owed for past periods as Applicable Law requires.

**10.7 Records.** The Employer will make, keep and preserve records of the Employee's wages, hours and other conditions of employment as the FLSA and the law of the Work State require. The Employee may review the Employee's own time and pay records as Applicable Law allows.

## 11. Base pay and pay schedule

**11.1 Base pay.** The Employer will pay the Employee at the rate of **[Base pay rate: _____]** ("Base Pay"), less the withholdings and deductions described in Section 12.

**11.2 Pay schedule.** The Employer will pay Base Pay [Pay frequency: _____], on the Employer's regular paydays, by direct deposit to an account the Employee chooses or by another method that Applicable Law permits. If a payday falls on a weekend or a bank holiday, the Employer will pay on the preceding business day. Each payment will come with a wage statement showing the information that Applicable Law requires.

**11.3 Minimum wage.** Base Pay will never be less than the federal minimum wage of $7.25 an hour, or any higher minimum wage that applies under the law of the Work State or of the locality where the Employee works. If a higher minimum wage takes effect, the Employer will increase Base Pay to at least that rate from the date it takes effect.

**11.4 Pay reviews.** The Employer will review Base Pay at least [How often performance and pay are

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

reviewed: _____], as part of the performance review. Any change in Base Pay is at the Employer's discretion, will be confirmed to the Employee in writing before it takes effect, and will never reduce pay for work already performed.

**11.5 Equal pay.** The Employer sets and reviews pay without regard to sex, race, color, religion, national origin, age, disability, genetic information or any other characteristic protected by Applicable Law. Any difference in pay between employees who perform equal work will be based only on a seniority system, a merit system, a system that measures earnings by the quantity or quality of production, or a factor other than sex or another protected characteristic.

**11.6 Overtime reporting.** The Employer will report the Employee's overtime pay on the Employee's annual wage statement as federal tax rules require, so that the Employee can claim any federal income tax deduction for qualified overtime compensation for which the Employee is eligible.

**11.7 Discussing pay.** The Employee may discuss and disclose the Employee's own pay and the pay of others, as Section 23 provides.

## 12. Withholding and permitted deductions

**12.1 Required withholding.** The Employer will withhold from all pay the federal, state and local income taxes, the Social Security and Medicare taxes, and any other amounts that Applicable Law requires, based on the Employee's Form W-4 and any state or local withholding certificate. The Employee may give the Employer an updated Form W-4 at any time.

**12.2 Other deductions.** The Employer will make other deductions from pay only: (a) when Applicable Law requires them, such as a court-ordered wage garnishment or a child support withholding order; (b) for the Employee's share of benefit premiums and retirement plan contributions that the Employee has elected in writing; or (c) when the Employee has authorized them in a separate signed writing that states the amount and purpose of the deduction, and only to the extent the law of the Work State permits.

**12.3 Wages paid free and clear.** No deduction, charge or required purchase, including for tools, uniforms, equipment, cash shortages, breakage or Company Property that has not been returned, will reduce the Employee's pay for any Workweek below the minimum wage or reduce the overtime pay owed for that Workweek. The Employee will not be required to pay back to the Employer, or to anyone for the Employer's benefit, directly or indirectly, any part of the wages paid.

**12.4 Exempt salary.** If the position is exempt, deductions from salary will be made only as the federal salary basis rules permit for exempt employees.

**12.5 Overpayments.** If the Employer overpays the Employee, the Employer will tell the Employee in writing and the Parties will try to agree a reasonable repayment plan. The Employer will recover an overpayment by payroll deduction only to the extent Applicable Law permits and always subject to Section 12.3.

## 13. Bonus and incentive compensation

**13.1 Eligibility.** The Employee is eligible for the following bonus or incentive compensation: [Bonus or incentive terms: _____]. If this states "none", the Employee is not eligible for any bonus under this Agreement, although the Employer may still pay a discretionary bonus in its sole discretion.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

**13.2 Plan terms.** Any bonus is subject to the written bonus or incentive plan that the Employer adopts, including its performance measures and payment conditions. The Employer will give the Employee the performance measures for each performance period in writing at or near the start of the period. If this Agreement and the plan conflict about a bonus that has already been earned, the terms more favorable to the Employee apply.

**13.3 When a bonus is earned.** A bonus is earned only when every condition in the plan is met, including any requirement that the Employee be employed on the payment date, unless Applicable Law treats the bonus as earned wages at an earlier time. A bonus is not earned merely because the performance period has begun.

**13.4 Timing of payment.** Any bonus that becomes payable will be paid no later than March 15 of the calendar year after the year in which it is earned, unless it is deferred under a written plan that complies with Section 409A of the Code.

**13.5 Overtime and benefits.** For a non-exempt Employee, the Employer will include any nondiscretionary bonus in the regular rate of pay when it calculates overtime, as federal overtime rules require. A bonus is not Base Pay for the purpose of any benefit plan, unless the plan says otherwise.

**13.6 Recovery.** Any incentive compensation is subject to any compensation recovery policy that the Employer is required to adopt under Applicable Law or the listing rules of a stock exchange, and to any written recovery policy that the Employer adopts and gives to the Employee, in each case to the extent Applicable Law permits.

## 14. Equity awards

**14.1 Award.** Subject to approval by the Employer's board of directors or other governing body, the Employer will grant the Employee the following equity or equity-based award: [Equity award: _____]. If this states "none", this Section does not apply.

**14.2 Plan and award agreement.** Any award will be governed by the Employer's equity incentive plan and a separate written award agreement, which will set out the number of shares or units, any exercise or purchase price, the vesting schedule, the effect of termination of employment and of a change in control, and any transfer restrictions. If this Agreement conflicts with the plan or the award agreement about an award, the plan and the award agreement control.

**14.3 Exercise price.** Any stock option will have an exercise price of not less than the fair market value of the underlying shares on the date of grant, as determined in good faith by the Employer's governing body.

**14.4 Securities law.** The Employee will acquire any securities under an award for investment, will comply with the Employer's insider trading policy, and will comply with all securities laws that apply to the award and to any later sale of the securities.

**14.5 Taxes.** The Employee is responsible for the Employee's own taxes on any award. The Employer recommends that the Employee get independent tax advice about any award, including about any election available under Section 83(b) of the Code.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

## 15. Employee benefits

**15.1 Benefit plans.** The Employee may take part in the Employer's employee benefit plans for which the Employee is eligible, on the same terms as similarly situated employees. The benefits are summarized in Schedule A: [Benefits offered: _____].

**15.2 Plan documents control.** Each benefit is governed by its plan documents and insurance contracts, which control eligibility, coverage, contributions and all other terms. If this Agreement or Schedule A differs from a plan document, the plan document controls.

**15.3 Changes to plans.** The Employer may adopt, amend or end any benefit plan at any time, as the plan and Applicable Law allow, if the change applies to similarly situated employees generally. A change will not take away any benefit that has already vested or been earned.

**15.4 Continuation coverage.** If the Employee's group health coverage would end because the employment ends or the Employee's hours are reduced, the Employee and the Employee's covered dependents may elect continuation coverage under the federal law known as COBRA, where it applies, or under any state continuation coverage law, at their own cost unless Section 30 provides otherwise. Federal COBRA does not apply to a group health plan of an employer that normally employed fewer than 20 employees on a typical business day during the preceding calendar year. In that case, any state continuation coverage law that applies governs.

**15.5 Workers' compensation and unemployment insurance.** The Employer will maintain workers' compensation coverage and pay unemployment insurance contributions for the Employee as the law of the Work State requires.

## 16. Paid time off and holidays

**16.1 Paid time off.** The Employee will receive paid time off ("PTO") as follows: [Paid time off: _____]. PTO accrues from the Start Date and may be used once it has accrued, subject to the Policies.

**16.2 Requests.** The Employee will request PTO at least [Notice for PTO requests: _____] in advance, except for illness or an emergency. The Employer will not unreasonably refuse a request and may deny or reschedule a request only for legitimate business reasons.

**16.3 Paid sick leave.** The Employee will receive paid sick leave as the Policies provide, and in every case at least the paid sick and safe leave that the law of the Work State or of the locality where the Employee works requires. Where that law requires a separate sick leave balance, carryover, notice or permitted uses, that law controls.

**16.4 Holidays.** The Employer observes the following paid holidays: [Paid holidays: _____]. A non-exempt Employee who works on a paid holiday will be paid as the Policies and Applicable Law provide. The Employer will reasonably accommodate the Employee's religious observances, unless doing so would cause undue hardship.

**16.5 Carryover and caps.** Any limit on the carryover or accrual of PTO is stated in the Policies and applies only to the extent Applicable Law permits.

**16.6 Payout.** Accrued but unused PTO will be paid at the end of the employment if the Policies or

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Applicable Law require it. Otherwise, it will not be paid out.

## 17. Leaves of absence required by law

**17.1 General.** In addition to PTO under Section 16, the Employer will provide every leave of absence that Applicable Law requires, on the terms that law sets. The Employer will not interfere with, restrain or deny the exercise of any leave right, and will not retaliate against the Employee for requesting or taking protected leave.

**17.2 Family and medical leave.** The federal Family and Medical Leave Act (the "FMLA") applies if the Employer employs 50 or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. If the FMLA applies and the Employee is eligible, including by having been employed for at least 12 months and having at least 1,250 hours of service in the previous 12 months, the Employee is entitled to a total of 12 workweeks of job-protected leave during any 12-month period for the birth of a child, the placement of a child for adoption or foster care, to care for a spouse, child or parent with a serious health condition, or for the Employee's own serious health condition, and to any other leave the FMLA provides. During FMLA leave, the Employer will maintain the Employee's group health coverage on the same terms as if the Employee were working. Any state family, medical or paid leave law that applies also governs.

**17.3 Military leave.** If the Employee is absent from work because of service in the uniformed services, the Employee will have the reemployment rights and benefits that the Uniformed Services Employment and Reemployment Rights Act provides, as long as the Employee meets its conditions, including advance notice of service where required, a cumulative absence of no more than five years subject to its exceptions, and a timely return to work or application for reemployment.

**17.4 Pregnancy and related conditions.** The Employer will make reasonable accommodations for known limitations related to the Employee's pregnancy, childbirth or related medical conditions, unless the accommodation would impose an undue hardship on the Employer's business, and will not require the Employee to take leave if another reasonable accommodation can be provided.

**17.5 Lactation.** For one year after the birth of the Employee's child, the Employer will provide reasonable break time each time the Employee needs to express breast milk, and a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public. Break time will be paid as Applicable Law and the Policies require.

**17.6 Other leave.** The Employer will also provide jury duty leave, witness leave, voting leave, domestic violence leave and any other leave that the law of the Work State or locality requires.

**17.7 Leave requests.** The Employee will request leave as early as practicable and will give the information and certification that Applicable Law permits the Employer to require. The Employer will keep medical information confidential and separate from the Employee's personnel file.

## 18. Business expenses and equipment

**18.1 Reimbursement.** The Employer will reimburse the Employee for reasonable and necessary business expenses that the Employee incurs in performing the duties, under the Employer's expense Policy. An expense of more than [Expense amount that needs prior approval: _____] needs the Supervisor's prior written approval.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

**18.2 Accountable plan.** To be reimbursed, the Employee will submit an expense report, with receipts or other records showing the amount, date, place and business purpose of each expense, within [Deadline to submit expense reports: _____] after the expense is incurred. The Employee will return any advance or reimbursement that exceeds the substantiated expenses within a reasonable time. The Parties intend reimbursements to be paid under an accountable plan, so that they are not treated as wages.

**18.3 Timing.** The Employer will reimburse approved expenses within 30 days after receiving a complete expense report, and in any case no later than the end of the calendar year after the year in which the expense was incurred. The amount reimbursable in one calendar year does not affect the amount reimbursable in any other year, and the right to reimbursement cannot be exchanged for cash or any other benefit.

**18.4 Equipment.** The Employer will provide the equipment reasonably needed for the position, including [Equipment provided: _____]. The equipment remains Company Property. The Employee will use it mainly for work, take reasonable care of it, follow the Employer's security Policies for it, and report any loss, theft or damage promptly.

**18.5 No shifting of business costs.** The Employer will not require the Employee to buy tools, equipment or uniforms needed for the job, or to bear other business costs, if doing so would reduce the Employee's pay below the minimum wage or reduce the overtime pay owed for any Workweek, or if the law of the Work State requires the Employer to pay those costs. If the Employee uses a personal phone, internet service or other personal item for work, the Employer will reimburse a reasonable share of its cost as the Policies and Applicable Law provide.

## 19. Company policies and handbook

**19.1 Compliance.** The Employee will comply with the Policies, including the handbook, code of conduct, information security, acceptable use, anti-harassment, safety, timekeeping and expense Policies. The Employer will give the Employee copies of, or electronic access to, the Policies, and the Employee will acknowledge receiving them.

**19.2 Changes.** The Employer may adopt, change or withdraw Policies at any time by giving notice to employees. A change to a Policy will not reduce pay for work already performed, take away any benefit that has already vested or been earned, or change the at-will nature of the employment.

**19.3 Conflicts.** If this Agreement and a Policy conflict, this Agreement controls. The Policies are guidelines and do not create contractual rights, except where a Policy expressly states that it forms part of this Agreement.

**19.4 Systems and monitoring.** The Employer's computers, networks, email, phones and other systems are provided for business use. To the extent Applicable Law permits, and after giving any notice that Applicable Law requires, the Employer may monitor, access and review the use of its systems and the data stored on them. The Employer will not use monitoring to interfere with Protected Activity.

**19.5 Personal information.** The Employer will collect, use and keep the Employee's personal information only for legitimate employment purposes, will protect it with reasonable safeguards, and will handle it as Applicable Law requires.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

## 20. Equal employment opportunity, harassment and accommodation

**20.1 Equal employment opportunity.** The Employer provides equal employment opportunity. It will not discriminate against the Employee in hiring, compensation, promotion, discipline, discharge or any other term, condition or privilege of employment because of race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age, disability, genetic information, military or veteran status, or any other characteristic protected by Applicable Law.

**20.2 All employers.** The Employer applies this commitment whatever its size, including when it has fewer employees than a federal anti-discrimination law requires for that law to apply.

**20.3 Harassment.** The Employer prohibits harassment based on any protected characteristic, including sexual harassment, by anyone in the workplace, including supervisors, coworkers, customers and vendors. The Employee will comply with the Employer's anti-harassment Policy and will complete any anti-harassment training that the Employer or Applicable Law requires.

**20.4 Reporting.** The Employee may report discrimination, harassment or retaliation to the Supervisor, to [Person or office for pay questions and complaints: _____], or to any other manager, and is not required to report first to the person involved. The Employer will investigate each report promptly and impartially, keep it as confidential as an effective investigation allows, and take appropriate corrective action. The Employee may also contact the Equal Employment Opportunity Commission or a state or local fair employment agency at any time.

**20.5 Reasonable accommodation.** The Employer will provide reasonable accommodation to a qualified Employee with a disability, for known limitations related to pregnancy, childbirth or related medical conditions, and for the Employee's sincerely held religious beliefs and practices, unless the accommodation would cause undue hardship. The Employee may request an accommodation from [Person or office for pay questions and complaints: _____], and the Employer will discuss the request with the Employee in good faith through an interactive process.

**20.6 Genetic information.** The Employer will not request, require or purchase genetic information about the Employee or a family member of the Employee, except as federal law permits. If the Employer receives genetic information inadvertently, it will keep that information confidential and will not use it in any employment decision.

**20.7 No retaliation.** The Employer will not retaliate against the Employee for making a good-faith report or complaint, requesting an accommodation, or taking part in an investigation or proceeding.

## 21. Workplace safety

**21.1 The Employer's duty.** The Employer will provide employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm, will comply with the occupational safety and health standards that apply, and will provide the safety training and protective equipment that the job requires, at no cost to the Employee except as Applicable Law permits.

**21.2 The Employee's duty.** The Employee will comply with the occupational safety and health standards, rules and Policies that apply to the Employee's own actions and conduct, will use required protective equipment, and will work safely.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

**21.3 Reporting injuries and hazards.** The Employee will report any work-related injury, illness, near miss or unsafe condition to the Supervisor as soon as practicable, and in any case before the end of the shift in which it happens, unless the injury prevents it. The Employer will not discourage reporting and will not retaliate against the Employee for reporting an injury or a safety concern, or for contacting a government safety agency.

**21.4 Drugs, alcohol and weapons.** The Employee will not work under the influence of alcohol, illegal drugs or any substance that impairs the Employee's ability to work safely, and will follow the Employer's Policies on drugs, alcohol, testing and weapons, to the extent Applicable Law permits.

**21.5 Workplace violence.** The Employer prohibits threats and acts of violence in the workplace. The Employee will report any threat or act of violence immediately.

## 22. Confidential information

**22.1 Definition.** "Confidential Information" means all non-public information, in any form, that the Employee learns, receives or creates in the course of the employment and that relates to the business of the Employer or an Affiliate. It includes trade secrets; business plans, strategies and forecasts; financial information, costs and pricing; customer, supplier and vendor lists and the terms of dealings with them; product designs, specifications, formulas, processes and know-how; software, source code and algorithms; research and development; marketing plans; and information that third parties have given the Employer in confidence.

**22.2 Exclusions.** Confidential Information does not include information that: (a) is or becomes generally available to the public other than through a breach of this Agreement by the Employee; (b) the Employee knew before the employment without a duty of confidentiality, as shown by written records; (c) the Employee lawfully receives from a third party without a duty of confidentiality; or (d) forms part of the Employee's general skills, knowledge and experience. Information about the Employee's own wages, hours and other terms and conditions of employment, and those of other employees, is not Confidential Information for the purpose of any Protected Activity.

**22.3 Obligations.** During and after the employment, the Employee will: (a) hold Confidential Information in strict confidence; (b) use it only to perform the duties for the Employer; (c) not disclose it to any person outside the Employer, or to any employee who does not need to know it for the Employer's business, without the Employer's written consent; (d) follow the Employer's information security Policies; and (e) tell the Employer promptly of any unauthorized use or disclosure of which the Employee becomes aware.

**22.4 Duration.** The obligations in this Section continue for as long as the information remains a trade secret under Applicable Law. For Confidential Information that is not a trade secret, they continue for [How long non-trade-secret information stays confidential: _____] after the Termination Date.

**22.5 Disclosure required by law.** If the Employee is required by law, subpoena or court order to disclose Confidential Information, the Employee will, where legally permitted, give the Employer prompt written notice so that it may seek a protective order, and will disclose only what is legally required. This Section 22.5 does not apply to Protected Activity under Section 23, for which no notice to the Employer is required.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

**22.6 Notice of immunity under the Defend Trade Secrets Act. Under 18 U.S.C. § 1833(b), 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 (a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) 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 the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.**

**22.7 Third-party information.** The Employee will protect confidential information that customers, suppliers and other third parties have entrusted to the Employer with at least the same care as the Employer's own Confidential Information, and in line with any agreement the Employer has with them.

## 23. Protected rights and whistleblowing

**23.1 Protected Activity.** Nothing in this Agreement, in any Policy, or in any other agreement with the Employer prohibits or restricts the Employee from doing any of the following (together, "Protected Activity"):

(a) filing a charge or complaint with, communicating with, providing information or documents to, or taking part in an investigation or proceeding conducted by, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Labor, the Department of Justice, any state or local fair employment or labor agency, any law enforcement agency, or any other federal, state or local government agency, in each case without notice to or approval from the Employer;

(b) receiving an award from a government agency for information provided to it;

(c) discussing or disclosing wages, hours or other terms and conditions of employment, or engaging in other concerted activities for the purpose of collective bargaining or other mutual aid or protection;

(d) discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination, retaliation, wage and hour violations, or any other conduct that the Employee reasonably believes is unlawful;

(e) testifying truthfully in any legal proceeding or responding to a lawful subpoena;

(f) consulting an attorney; or

(g) making any other disclosure that a whistleblower law protects.

**23.2 Sexual harassment and sexual assault disputes.** No nondisclosure clause or nondisparagement clause in this Agreement, agreed to before a sexual assault dispute or sexual harassment dispute arises, will be enforced against the Employee with respect to that dispute in any case in which conduct is alleged to have violated federal, tribal or state law.

**23.3 No interference.** The Employer will not take any action, including enforcing or threatening to enforce a confidentiality, non-disparagement or other provision of this Agreement, to impede the

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Employee from communicating directly with the staff of the Securities and Exchange Commission or any other government agency about a possible violation of law. The Employer will not retaliate against the Employee for any Protected Activity.

**23.4 Privileged information.** This Section does not authorize the disclosure of information protected by the Employer's attorney-client privilege, except where Applicable Law permits that disclosure.

**23.5 All employees.** This Section applies to the Employee whatever the Employee's position, including if the Employee is a supervisor or manager.

## 24. Return of company property and data

**24.1 Return.** On the Termination Date, or earlier if the Employer asks, the Employee will return to the Employer all Company Property in the Employee's possession or control, including all documents and copies, in any form, that contain Confidential Information.

**24.2 Personal devices and accounts.** If any Confidential Information is stored on a personal device or in a personal email or cloud account, the Employee will tell the Employer, give the Employer a copy of the files on request, and then permanently delete them, following the Employer's reasonable instructions. The Employer will not access personal data on the Employee's devices beyond what is needed to confirm the deletion, and only with the Employee's consent.

**24.3 Access credentials.** The Employee will give the Employer all passwords and access codes for Company Property and Employer accounts, and will not delete, alter, hide or encrypt Employer data before returning it.

**24.4 Personal items.** The Employer will return to the Employee any personal items that the Employee leaves on the Employer's premises within a reasonable time after the Termination Date.

**24.5 Confirmation.** If the Employer asks, the Employee will confirm in writing that the Employee has complied with this Section.

**24.6 No withholding of wages.** The Employer will not withhold final pay because Company Property has not been returned, and will not deduct the value of unreturned Company Property from wages, except to the extent Applicable Law permits and always subject to Section 12.3.

## 25. Intellectual property and inventions

**25.1 Definitions.** "Inventions" means all inventions, discoveries, improvements, designs, works of authorship, software, data, processes, methods, formulas, trade secrets, know-how and ideas, whether or not they can be patented or registered, that the Employee makes, conceives, develops or reduces to practice, alone or with others, during the employment. "Intellectual Property Rights" means all patents, copyrights, trademarks, trade secret rights, moral rights and other intellectual property rights anywhere in the world.

**25.2 Works made for hire.** Every work of authorship that the Employee prepares within the scope of the employment is a work made for hire. The Employer is its author and owns all the rights comprised in the copyright in it.

**25.3 Assignment.** Each Invention that (a) relates to the Employer's business or to its actual or demonstrably anticipated research or development, (b) results from any work the Employee performs for

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

the Employer, or (c) is made using the Employer's equipment, supplies, facilities or trade secret information, is a "Company Invention". To the extent a Company Invention is not a work made for hire, the Employee assigns, and agrees to assign, to the Employer all of the Employee's right, title and interest in it and all Intellectual Property Rights in it.

**25.4 Excluded inventions.** This Section does not apply to, and the Employee does not assign, any invention for which no equipment, supplies, facility or trade secret information of the Employer was used and which was developed entirely on the Employee's own time, unless the invention relates directly to the Employer's business or to its actual or demonstrably anticipated research or development, or results from work the Employee performed for the Employer. This Section also does not apply to any invention that the law of the Work State, or of any other state whose invention assignment law applies to the Employee, excludes from assignment. Schedule B contains the written notice of this exclusion.

**25.5 Disclosure.** The Employee will disclose each Company Invention to the Employer promptly in writing and will keep accurate records of it, which are Company Property. The Employee may disclose, in confidence, an invention that the Employee believes is excluded under Section 25.4, so that the Parties can agree whether it is excluded. The Employer will treat that disclosure as confidential and will not use it.

**25.6 Prior inventions.** Schedule B lists every invention that the Employee made before the Start Date, that the Employee owns or co-owns, and that relates to the Employer's business ("Prior Inventions"). If none is listed, the Employee confirms that there are none. If the Employee incorporates a Prior Invention into a Company Invention or into any product, process or service of the Employer, the Employee grants the Employer a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license, with the right to sublicense, to use and exploit that Prior Invention as part of it.

**25.7 Moral rights.** To the extent the law allows, the Employee waives, and agrees not to assert, any moral rights in Company Inventions.

**25.8 Further assistance.** During and after the employment, the Employee will sign documents and take other lawful steps that the Employer reasonably requests to obtain, register, maintain and enforce Intellectual Property Rights in Company Inventions, at the Employer's expense. After the Termination Date, the Employer will pay the Employee at a reasonable hourly rate for time spent at its request. If the Employee does not sign a document within a reasonable time after the Employer's written request, the Employee appoints the Employer as the Employee's attorney-in-fact solely to sign that document for the Employee.

**25.9 Third-party and open-source material.** The Employee will not incorporate third-party material or open-source software into any Company Invention in a way that conflicts with the Policies or with the terms of its license.

## 26. Conflicts of interest and outside activities

**26.1 Conflicts of interest.** The Employee will avoid any activity, investment or relationship that conflicts, or reasonably appears to conflict, with the Employer's interests, and will promptly disclose any actual or potential conflict of interest to the Supervisor in writing.

**26.2 Outside work during the employment.** During the employment, the Employee will not, without the Employer's prior written consent: (a) work for, consult for or provide services to a competitor of the

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Employer; (b) start or prepare to start a competing business, beyond lawful preliminary planning that does not use Company Property or Confidential Information; or (c) take part in any outside work that interferes with the Employee's duties or uses Company Property or Confidential Information. The Employer will not unreasonably withhold consent to outside work that does not compete or conflict with its business.

**26.3 Permitted activities.** Without consent, the Employee may take part in personal, charitable, civic, religious, educational and political activities, may hold up to 2% of any class of securities of a publicly traded company as a passive investment, and may engage in lawful off-duty conduct, as long as these do not interfere with the duties or breach this Agreement. Nothing in this Section restricts Protected Activity or any off-duty activity that Applicable Law protects.

**26.4 Gifts and improper payments.** The Employee will not accept gifts, payments or favors from customers, suppliers or competitors beyond the limits the Policies set, and will not offer, pay or accept any bribe, kickback or other improper payment, including to or from a government official.

**26.5 Business opportunities.** The Employee will offer to the Employer any business opportunity within the Employer's line of business that the Employee learns of in the course of the employment, before pursuing it personally.

## 27. Non-solicitation and restrictive covenants

**27.1 Purpose and scope.** The Employer has legitimate business interests in its Confidential Information, customer relationships, goodwill and workforce, and the Parties agree that the covenants in this Section are reasonable to protect those interests. This Agreement contains no covenant that restricts the Employee from working for a competitor or from starting a competing business after the Termination Date.

**27.2 Restricted Period.** "Restricted Period" means the period of the employment and the period of **[Non-solicitation period after employment: _____]** after the Termination Date. If this states "none", Sections 27.3 and 27.4 apply only during the employment. If the Work State is California, or the law of another state that applies to the Employee voids post-employment non-solicitation covenants, the Restricted Period ends on the Termination Date, whatever is stated above.

**27.3 Non-solicitation of customers.** During the Restricted Period, the Employee will not, directly or through others, solicit any customer of the Employer with whom the Employee had material business contact, or about whom the Employee received Confidential Information, in the last 12 months of the employment, for the purpose of selling products or services that compete with those of the Employer. General advertising that is not targeted at those customers is not solicitation.

**27.4 Non-solicitation of employees.** During the Restricted Period, the Employee will not, directly or through others, solicit or encourage any employee of the Employer with whom the Employee worked, or whom the Employee supervised, in the last 12 months of the employment to leave the Employer. A general job advertisement that is not targeted at those employees, and hiring a person who responds to it on his or her own initiative, is not solicitation.

**27.5 State law limits.** Each covenant in this Section applies only to the extent that the law of the Work State, and of any other state whose law applies to the Employee, allows. If that law prohibits a covenant for the Employee's category of employee, such as low-wage employees or health care professionals, or

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

limits its length, scope or remedies, the covenant does not apply or applies only within those limits. The Employer will not enforce or threaten to enforce a covenant that Applicable Law prohibits.

**27.6 Notice to new employers.** During the Restricted Period, the Employee will give a copy of this Section and of Sections 22 and 25 to any new employer before accepting employment, and the Employer may inform a new employer of those obligations.

**27.7 Remedies.** A breach of Section 22, 24 or 25 or of this Section may cause the Employer harm that money damages cannot adequately remedy. The Employer may ask a court of competent jurisdiction for an injunction or other equitable relief to stop a breach or threatened breach, in addition to any other remedy, and will post any bond the court requires. The court will decide the request on the evidence presented to it.

## 28. Termination of employment

**28.1 Ways the employment ends.** The employment ends on the earliest of: (a) the Employee's death; (b) termination by the Employer because of the Employee's Disability, under Section 28.5; (c) termination by the Employer for Cause; (d) termination by the Employer without Cause; and (e) the Employee's resignation.

**28.2 Resignation.** The Employee is asked to give at least **[Resignation notice asked of the employee: _____]** written notice of resignation. During the notice period, the Employee will continue to perform the duties and help with the handover of work, and the Employer may assign other reasonable duties or place the Employee on paid leave. If the Employer chooses to end the employment before the notice period ends, it will pay the Employee's Base Pay for the rest of the notice period the Employee gave, up to the period requested in this Section.

**28.3 Termination without Cause.** The Employer may end the employment without Cause at any time by written notice. The notice the Employer will give, or the pay it will give in place of notice, is: [Notice the employer gives on termination without cause: _____]. The Employer will also give any notice of a plant closing or mass layoff that federal or state law requires.

**28.4 Termination for Cause.** The Employer may end the employment for Cause, effective immediately, by written notice that states the grounds. If the grounds can be cured, the Employer will first give the cure period stated in the definition of Cause.

**28.5 Disability.** If the Employee has a Disability, the Employer may end the employment by written notice, but only after it has provided all leave and reasonable accommodation that Applicable Law requires and has concluded, through the interactive process, that the Employee cannot perform the essential functions of the position with or without reasonable accommodation, and only to the extent Applicable Law allows.

**28.6 Death.** The employment ends automatically on the Employee's death. The Employer will pay the Accrued Amounts under Section 29 to the Employee's estate or designated beneficiary.

**28.7 Montana.** If the Work State is Montana and the Employee has completed the Introductory Period, the Employer will end the employment only for good cause, as Montana law requires, and the Parties will follow any written internal grievance procedure that the Employer has adopted.

**28.8 Offices held.** On the Termination Date, the Employee will be treated as having resigned from every

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

office, directorship and other position held with the Employer or an Affiliate, and will sign any document reasonably needed to confirm it.

**28.9 Handover.** Before the Termination Date, the Employee will reasonably help transfer the Employee's duties, files and knowledge to the persons the Employer names.

## 29. Final pay and effects of termination

**29.1 Accrued Amounts.** When the employment ends for any reason, the Employer will pay the Employee: (a) all Base Pay earned through the Termination Date, including all overtime owed; (b) accrued unused PTO, if Section 16.6 requires payout; (c) any bonus already earned under Section 13 but not yet paid; and (d) reimbursement of business expenses properly incurred and submitted under Section 18 (together, the "Accrued Amounts").

**29.2 Timing.** The Employer will pay the Accrued Amounts by the deadline that the law of the Work State sets for final wages, which can depend on whether the Employee resigned or was discharged. If the law of the Work State sets no earlier deadline, the Employer will pay them no later than the next regular payday after the Termination Date, except that expense reimbursements will be paid under Section 18.3.

**29.3 Benefits.** Participation in benefit plans ends as the plan documents provide. Vested benefits under any retirement or other plan will be paid as that plan provides.

**29.4 Continuation coverage notice.** If the Employer's group health plan is subject to COBRA, the Employer will notify the plan administrator of the end of the employment, or of a reduction in hours that causes a loss of coverage, within 30 days, so that the Employee and covered dependents receive an election notice for continuation coverage.

**29.5 Other notices.** The Employer will give the Employee any notice about unemployment insurance, final pay, benefits conversion or separation that the law of the Work State requires, and will provide the Employee's final Form W-2 as federal tax rules require.

**29.6 No other payments.** Apart from the Accrued Amounts, any Severance under Section 30 and any benefit vested under a plan, the Employer has no obligation to make any further payment to the Employee after the Termination Date.

**29.7 No conditions on earned pay.** The Employer will not make the payment of the Accrued Amounts conditional on signing a release, attending an exit meeting or returning Company Property, except to the extent Applicable Law permits.

## 30. Severance and release

**30.1 Severance.** If the Employer ends the employment without Cause, and not because of the Employee's death or Disability, the Employer will pay the Employee severance of **[Severance on termination without cause: _____]** ("Severance"), subject to this Section. If this states "none", the Employee is not entitled to Severance and the rest of this Section does not apply.

**30.2 Release.** Severance is conditional on the Employee signing, and not revoking, a separation agreement and general release of claims in a form the Employer provides (the "Release"), and on the Release becoming effective and irrevocable within 60 days after the Termination Date. The Release will not waive: (a) the Accrued Amounts; (b) vested benefits; (c) rights to indemnification or to coverage

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

under liability insurance; (d) rights or claims that arise after the Release is signed; (e) claims that cannot be waived by law, such as claims for unemployment insurance or workers' compensation benefits; or (f) Protected Activity, including the right to file a charge with, or take part in an investigation by, a government agency, although the Employee may give up the right to recover money from the Employer in a proceeding brought by the Employee or on the Employee's behalf, other than an award from a government agency, to the extent the law permits.

**30.3 Employees aged 40 or over.** If the Employee is 40 years of age or older when the Release is presented, the Release will waive claims under the Age Discrimination in Employment Act only if it: (a) is written in a manner the Employee can understand; (b) refers specifically to rights or claims under the Age Discrimination in Employment Act; (c) does not waive rights or claims that may arise after the date it is signed; (d) gives the Employee consideration in addition to anything of value to which the Employee is already entitled; (e) advises the Employee in writing to consult an attorney before signing it; (f) gives the Employee at least 21 days to consider it, or any longer period that the law requires, such as for a termination program offered to a group of employees; and (g) gives the Employee at least 7 days after signing it to revoke it, and does not become effective or enforceable until the revocation period has expired.

**30.4 No release at hiring.** Nothing in this Agreement releases or waives any claim that may arise after the Employee signs this Agreement.

**30.5 Payment.** Severance will be paid in substantially equal installments on the Employer's regular paydays over [Period over which severance is paid: _____], less withholdings, starting on the first regular payday after the Release becomes effective and irrevocable. If the 60-day period in Section 30.2 begins in one calendar year and ends in the next, payment will start in the second calendar year. The first installment will include any installments that would otherwise have been paid earlier.

**30.6 Continuation coverage premiums.** If the Employee timely elects continuation coverage under the Employer's group health plan, the Employer will pay or reimburse the employer share of the premiums for [Employer-paid continuation coverage premiums after termination without cause: _____], ending early when the Employee becomes eligible for group health coverage through another employer. If this states "none", the Employer will pay no premiums. If paying the premiums would violate Applicable Law or cause a tax penalty, the Employer may instead pay the Employee a taxable monthly amount of equal value for the same period.

**30.7 Breach.** If the Employee materially breaches Section 22, 24, 25 or 27, and, where the breach can be cured, does not cure it within 10 days after written notice, the Employer may stop any unpaid installments of Severance.

**30.8 Section 409A.** Severance is payable only on a Separation from Service and is intended to be exempt from or comply with Section 409A of the Code, as Section 36 describes.

**30.9 No duplication.** Severance replaces, and is not in addition to, any severance under any other plan or Policy of the Employer, and is reduced by any pay in place of notice that the Employer pays under a plant closing or mass layoff law.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

## 31. Cooperation and non-disparagement

**31.1 Cooperation.** After the Termination Date, the Employee will reasonably cooperate with the Employer, at times that do not unreasonably interfere with the Employee's later work, in handing over matters the Employee worked on and in any investigation, claim or legal proceeding about events during the employment of which the Employee has knowledge. The Employer will reimburse the Employee's reasonable out-of-pocket expenses and, for time beyond [Unpaid cooperation hours a month after employment: _____] hours in any month, will pay the Employee at an hourly rate based on the Employee's final Base Pay. The Employee is not required to cooperate in a matter in which the Employee is adverse to the Employer, and nothing in this Section requires the Employee to give anything other than truthful information and testimony.

**31.2 Non-disparagement by the Employee.** During the employment and for [Non-disparagement period after employment: _____] after the Termination Date, the Employee will not make to any third party a statement about the Employer, its products or services, or its current officers and directors that the Employee knows to be false and that is defamatory.

**31.3 Non-disparagement by the Employer.** For the same period, the Employer will instruct its officers and the Supervisor not to make to any third party a statement about the Employee that they know to be false and that is defamatory.

**31.4 Carve-outs.** Sections 31.2 and 31.3 do not restrict: (a) Protected Activity under Section 23; (b) truthful statements in a legal proceeding, to a government agency or as required by law; (c) statements about a sexual assault dispute or sexual harassment dispute, to the extent that a nondisclosure or nondisparagement clause agreed to before the dispute arose is not enforceable; (d) ordinary competitive statements in the course of business; or (e) truthful statements made in good faith in performance reviews or internal discussions during the employment.

**31.5 References.** Requests for references will be directed to [Person or office for pay questions and complaints: _____], who will confirm the Employee's dates of employment and last position held and, if the Employee authorizes it in writing, the Employee's final Base Pay.

## 32. Employee representations

**32.1 No conflicting obligations.** The Employee represents that signing and performing this Agreement does not and will not breach any agreement with, or obligation to, any former employer or other person, including any noncompete, non-solicitation, confidentiality or invention assignment agreement, except as the Employee has disclosed to the Employer in writing before signing. The Employee has disclosed the following agreements that still apply to the Employee and has given the Employer a copy of each: [Earlier agreements that still bind the employee: _____].

**32.2 No third-party confidential information.** The Employee will not bring to the Employer, use in the employment or disclose to the Employer any confidential information, trade secret or property that belongs to a former employer or other third party without its written authorization. The Employee has returned all property and confidential information of former employers as required.

**32.3 Work authorization.** The Employee represents that the Employee is authorized to work in the United States, will tell the Employer promptly if that changes, and will cooperate with any reverification that the law requires.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

**32.4 No restrictions on performance.** The Employee represents that no pending legal proceeding, court order or regulatory restriction prevents the Employee from performing the duties, and that the Employee holds every license that the position requires.

**32.5 Effect of an untrue representation.** If a representation in this Section is materially untrue, the Employer may end the employment, subject to Applicable Law. The Employer does not want, and will not ask for, any confidential information of a former employer of the Employee.

## 33. Indemnification and liability insurance

**33.1 Indemnification of the Employee.** The Employer will defend, indemnify and hold harmless the Employee against claims by third parties arising out of the Employee's acts or omissions in good faith within the course and scope of the employment, including reasonable attorney fees, to the fullest extent the Employer's governing documents and Applicable Law permit or require. This does not apply to claims arising from the Employee's fraud, willful misconduct, gross negligence, criminal conduct or breach of this Agreement, or to claims brought by the Employer against the Employee.

**33.2 Liability insurance.** If the Employer maintains directors' and officers', employment practices or general liability insurance, the Employee will be covered under it on the same basis as other employees in similar positions, both during the employment and afterwards for claims about acts during the employment, as the policy provides.

**33.3 Procedure.** The Employee will notify the Employer promptly of any claim for which the Employee seeks indemnification, will allow the Employer to control the defense with counsel reasonably acceptable to the Employee, and will cooperate reasonably in the defense. The Employer will not settle a claim in a way that admits fault on the part of the Employee or imposes an obligation on the Employee without the Employee's written consent.

## 34. Dispute resolution and arbitration

**34.1 Informal resolution.** Before starting a formal proceeding, a Party with a dispute about this Agreement or the employment will give the other Party written notice describing the dispute, and the Parties will try in good faith to resolve it within 30 days. This does not apply to a request for urgent injunctive relief, a charge or complaint to a government agency, or any Protected Activity, and it does not extend any filing deadline.

**34.2 Method.** "Covered Claims" means all claims arising out of or relating to this Agreement, the employment or its termination, including claims under federal, state and local statutes, except the Excluded Claims in Section 34.4. The Parties choose the following method for resolving Covered Claims that are not resolved informally: **[Dispute resolution method: _____]**. If the Parties choose court, Sections 34.3, 34.7 and 34.8 do not apply and Covered Claims will be resolved in the courts named in Section 35.

**34.3 Arbitration.** If the Parties choose arbitration:

(a) Covered Claims will be resolved by final and binding arbitration before a single neutral arbitrator, administered by [Arbitration provider and rules: _____] under its rules for employment disputes in effect when the claim is filed, to the extent those rules do not conflict with this Section;

(b) the arbitration will take place in the county where the Employee last worked for the Employer, unless

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

the Parties agree otherwise;

(c) the arbitrator will apply the substantive law, statutes of limitation and burdens of proof that a court would apply, may award any remedy that would be available in court, and will issue a written decision stating the essential findings and conclusions on which the award is based;

(d) each Party will have discovery adequate to pursue its claims and defenses, as the arbitrator decides;

(e) the Employer will pay all administrative fees and the arbitrator's fees and costs, except for any amount up to the fee the Employee would pay to file the claim in court, and each Party will pay its own attorney fees unless a statute or this Agreement allows the arbitrator to award them;

(f) judgment on the award may be entered in any court of competent jurisdiction; and

(g) this agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 and following, where that Act applies, and otherwise by the arbitration law of the Work State.

**34.4 Excluded Claims.** The following are not Covered Claims and are not subject to arbitration: (a) claims for workers' compensation or unemployment insurance benefits; (b) claims for benefits under an employee benefit plan that has its own claims procedure; (c) charges or complaints filed with a government agency, and any Protected Activity; (d) requests to a court for temporary or preliminary injunctive relief in aid of arbitration or to protect Confidential Information or Company Inventions; (e) any claim that federal law does not allow to be subject to a predispute arbitration agreement; and (f) claims within the jurisdiction of a small claims court, at the election of either Party.

**34.5 Sexual harassment and sexual assault disputes. With respect to any case that relates to a sexual assault dispute or a sexual harassment dispute, the Employee may elect not to arbitrate and to bring the case in court instead, and no predispute arbitration agreement or predispute joint-action waiver in this Agreement will be valid or enforceable with respect to that case.** A court, not an arbitrator, will decide whether this Section 34.5 applies and whether this agreement to arbitrate is valid and enforceable for that case, regardless of any provision of this Agreement or of any arbitration rules that would give that question to the arbitrator.

**34.6 Transportation workers.** If the Employee is a seaman, a railroad employee or a member of any other class of workers engaged in foreign or interstate commerce, the Federal Arbitration Act does not apply to this Agreement, and Section 34.3 is enforceable only to the extent the arbitration law of the Work State allows.

**34.7 Individual claims.** To the extent Applicable Law permits, and except as Section 34.5 provides, Covered Claims in arbitration will be brought only on an individual basis and not as a class or collective action. If this waiver is found unenforceable for a claim, that claim will proceed in court and not in arbitration. Any representative claim that Applicable Law does not allow to be waived will be heard in court after any individual arbitration ends, unless the court orders otherwise.

**34.8 Right to opt out.** The Employee may opt out of Sections 34.3 and 34.7 by sending written notice to the Employer under Section 37 within 30 days after signing this Agreement. Opting out will have no effect on the employment, and the Employer will not retaliate against the Employee for doing so.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

## 35. Governing law and venue

**35.1 Governing law.** This Agreement is governed by the law of the Work State, without regard to its conflict of laws rules, and by federal law where it applies. Any right under the law of the state where the Employee primarily lives and works that cannot be waived by agreement continues to apply.

**35.2 Venue.** Subject to Section 34, any court proceeding about this Agreement or the employment will be brought in the state or federal courts located in [County and state for court cases: _____], and each Party consents to the personal jurisdiction of those courts.

**35.3 Employee's home state.** The Employer will not require the Employee to give up the protection of the law of the state where the Employee primarily lives and works, or to bring or defend outside that state a claim that arises there, where that state's law forbids it. In particular, if the Employee primarily lives and works in Minnesota, the Employer will not require the Employee to adjudicate outside Minnesota a claim arising in Minnesota under Minnesota Statutes section 181.988, or to give up the substantive protection of Minnesota law for such a claim.

**35.4 Costs.** Each Party will pay its own attorney fees and costs in any proceeding about this Agreement or the employment, except where a statute, a court order or an arbitration award provides otherwise.

## 36. Tax matters and Section 409A

**36.1 Withholding and reporting.** All payments under this Agreement are subject to the tax withholding and reporting that Applicable Law requires.

**36.2 Section 409A.** The Parties intend all payments and benefits under this Agreement to be exempt from, or to comply with, Section 409A of the Code and the regulations and guidance under it ("Section 409A"), and this Agreement will be interpreted on that basis. Each installment payment is a separate payment for the purposes of Section 409A. Any payment of deferred compensation subject to Section 409A that is payable on termination of employment will be paid only on a Separation from Service.

**36.3 Specified employees.** If the Employee is a "specified employee" of a company whose stock is publicly traded on an established securities market, as of the date of the Employee's Separation from Service, any payment of deferred compensation subject to Section 409A that would otherwise be paid because of the Separation from Service within the first six months after it will instead be paid, without interest, on the first business day after the date that is six months after the Separation from Service or, if earlier, after the Employee's death.

**36.4 No acceleration or deferral.** Neither Party may accelerate or defer the payment of any deferred compensation subject to Section 409A, except as Section 409A permits, and the Employee may not choose the calendar year of any payment.

**36.5 No guarantee.** The Employer does not guarantee any particular tax treatment and will not be liable for any tax, interest or penalty under Section 409A, except to the extent caused by the Employer's willful failure to perform this Section. The Employee is responsible for the Employee's own taxes, apart from the employer share of employment taxes.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

## 37. Notices

**37.1 Form of notice.** Every notice under this Agreement must be in writing and is effective: (a) when delivered by hand; (b) one business day after it is sent by a nationally recognized overnight courier; (c) three business days after it is mailed by certified mail, return receipt requested, postage prepaid; or (d) when sent by email, if a copy is also sent by one of the other methods within two business days. During the employment, routine notices may be given by email alone.

**37.2 Addresses.** Notices to the Employer go to [Employer's principal business address: _____], for the attention of [Person who receives notices for the employer: _____], with a copy by email to [Employer's email for notices: _____]. Notices to the Employee go to the Employee's most recent home address and personal email address on file with the Employer, which at signing are [Employee's home address: _____] and [Employee's personal email: _____].

**37.3 Changes.** A Party may change its address for notices by giving notice to the other Party under this Section.

## 38. Assignment and successors

**38.1 By the Employee.** This Agreement is personal to the Employee. The Employee may not assign it or delegate any duty under it. On the Employee's death, the Employee's right to receive payments under this Agreement passes to the Employee's designated beneficiary or estate.

**38.2 By the Employer.** The Employer may assign this Agreement, to the extent Applicable Law allows, to an Affiliate or to any successor to all or substantially all of the business or assets to which the employment relates, whether by merger, sale of assets or otherwise, if the successor assumes the Employer's obligations under this Agreement in writing. The Employer will tell the Employee in writing of any assignment.

**38.3 Binding effect.** This Agreement binds, and benefits, the Parties and their respective permitted successors and assigns, and the Employee's heirs and personal representatives.

## 39. Amendment and waiver

**39.1 Amendment.** This Agreement may be amended only by a written document that refers to this Agreement and is signed by the Employee and an authorized officer of the Employer. However, the Employer may update Schedule A by written notice to record an increase in pay or benefits, and may change benefit plans and Policies as Sections 15 and 19 allow.

**39.2 Waiver.** A waiver is effective only if it is in writing and signed by the Party giving it. A failure or delay in enforcing a provision of this Agreement is not a waiver of it, and a waiver of one breach is not a waiver of any other or later breach.

## 40. Severability and reformation

**40.1 Severability.** If a court or arbitrator holds any provision of this Agreement invalid, illegal or unenforceable, that provision will be enforced to the extent it is valid, and the rest of this Agreement will remain in full force and effect.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

**40.2 Reformation.** If a court or arbitrator finds a provision, including a covenant in Section 27, too broad to be enforced as written, the Parties intend the provision to be modified or limited to the minimum extent needed to make it enforceable, to the extent Applicable Law allows a provision to be modified. If Applicable Law does not allow modification, the provision will be severed under Section 40.1.

## 41. Survival

**41.1 Surviving provisions.** The following provisions survive the end of the employment and of this Agreement, for as long as needed to give them full effect: Sections 12.5, 22, 23, 24, 25, 27, 29, 30, 31, 33, 34, 35, 36 and 37, this Section, and any other provision that by its nature is intended to survive.

**41.2 Accrued rights.** The end of the employment does not affect any right or obligation that arose before the Termination Date.

## 42. Entire agreement

**42.1 Entire agreement.** This Agreement, including its Schedules, together with the documents it refers to (the benefit plans, any equity plan and award agreement, any bonus plan and the Policies, each to the extent this Agreement gives them effect), is the entire agreement of the Parties about the employment. It replaces all prior offers, offer letters, discussions, understandings and agreements, written or oral, about the same subject.

**42.2 No reliance.** Each Party confirms that, in entering into this Agreement, it has not relied on any promise, statement or representation that is not set out in this Agreement. This does not limit any liability for fraud.

**42.3 Order of precedence.** If the documents that make up this Agreement conflict, they take precedence in this order: the plan documents, for benefits and equity awards only; then the body of this Agreement; then the Schedules; then the Policies.

## 43. Review and voluntary agreement

**43.1 Opportunity to review.** The Employee confirms that the Employee has read and understands this Agreement, has had a reasonable opportunity to review it before signing, and has been told that the Employee may consult an attorney of the Employee's own choice before signing it.

**43.2 Notice received.** The Employee confirms receiving the written notice in Schedule B at the time this Agreement is made.

**43.3 Voluntary agreement.** Each Party signs this Agreement voluntarily and intends to be legally bound by it.

**43.4 Translation.** If the Employee's primary language is not English, the Employer will provide a translation of this Agreement on request. To the extent Applicable Law permits, the English version controls if the versions differ.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

## 44. Counterparts and electronic signatures

**44.1 Counterparts.** This Agreement may be signed in any number of counterparts. Each counterpart is an original, and all of them together are one agreement.

**44.2 Electronic signatures and records.** The Parties may sign and deliver this Agreement electronically, including through an electronic signature service or by exchanging signed copies in PDF form. An electronic signature on, or an electronic record of, this Agreement has the same legal effect, validity and enforceability as a handwritten signature or a paper original, and neither Party will challenge this Agreement on the ground that it was signed or kept in electronic form.

**44.3 Copies.** The Employer will give the Employee a complete signed copy of this Agreement and will keep the original, or an electronic record of it, in the Employee's personnel file.

The Parties sign this Agreement on the dates below. It takes effect on the Effective Date.

**EMPLOYER: [Employer's full legal name: _____]**
Name: [Name of the person signing for the employer: _____]
Title: [Title of the person signing for the employer: _____]
Signature:
Date: [Employer's signing date: _____]

**EMPLOYEE: [Employee's full legal name: _____]**
Signature:
Date: [Employee's signing date: _____]

This Schedule A forms part of the Employment Agreement between [Employer's full legal name: _____] and [Employee's full legal name: _____]. It summarizes the pay and benefit terms that apply under the Sections named. If a plan document governs a benefit, the plan document controls.

- **Position and reporting line (Section 4):** [Job title: _____], reporting to the [Supervisor's job title: _____]
- **Start Date (Section 6):** [Start date: _____]
- **Introductory Period (Section 8):** [Length of the introductory period: _____]
- **Main place of work and remote arrangement (Section 9):** [Main work location: _____]; [Remote work arrangement: _____]
- **FLSA classification (Section 10):** [Overtime classification: _____]
- **Regular schedule and Workweek (Section 10):** [Regular work schedule: _____]; Workweek [Payroll workweek: _____]
- **Base Pay and pay frequency (Section 11):** [Base pay rate: _____], paid [Pay frequency: _____]
- **Bonus or incentive compensation (Section 13):** [Bonus or incentive terms: _____]
- **Equity award (Section 14):** [Equity award: _____]

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

•

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

**Benefits (Section 15):** [Benefits offered: _____]

- **Paid time off (Section 16):** [Paid time off: _____]
- **Paid holidays (Section 16):** [Paid holidays: _____]
- **Paid sick leave (Section 16):** as the Policies provide, and at least what the law of the Work State or locality requires
- **Expenses needing prior approval (Section 18):** more than [Expense amount that needs prior approval: _____]
- **Equipment provided (Section 18):** [Equipment provided: _____]
- **Resignation notice requested (Section 28):** [Resignation notice asked of the employee: _____]
- **Notice on termination without Cause (Section 28):** [Notice the employer gives on termination without cause: _____]
- **Severance (Section 30):** [Severance on termination without cause: _____], paid over [Period over which severance is paid: _____]
- **Employer-paid continuation coverage premiums (Section 30):** [Employer-paid continuation coverage premiums after termination without cause: _____]
- **Restricted Period after the Termination Date (Section 27):** [Non-solicitation period after employment: _____]
- **Dispute resolution method (Section 34):** [Dispute resolution method: _____]

This Schedule B forms part of the Employment Agreement between [Employer's full legal name: _____] and [Employee's full legal name: _____].

**Part 1: Prior Inventions.** Under Section 25.6, the Employee lists the following Prior Inventions, by title, date and a short non-confidential description. The Employee must not disclose any confidential information of a third party in this list. [Prior inventions: _____]

If no Prior Invention is listed, the Employee confirms that there are none.

**Part 2: Written notice of the statutory invention exclusion. The Employer gives the Employee this written notice at the time this Agreement is made. The invention assignment in Section 25 of this Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Employer was used and which was developed entirely on the Employee's own time, and (1) which does not relate (a) directly to the business of the Employer or (b) to the Employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the Employee for the Employer.**

This notice is given under Minnesota Statutes section 181.78, subdivision 3, Revised Code of Washington section 49.44.140(3) and Kansas Statutes Annotated section 44-130(c). It applies with the same effect wherever the law of another state where the Employee lives or works protects inventions of this kind, and if that law gives the Employee broader protection, the broader protection applies.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

**Acknowledgment of receipt.** The Employee confirms receiving this notice when signing the Agreement.

Employee: [Employee's full legal name: _____]
Signature:
Date: [Employee's signing date: _____]

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.