

## US Employment Contract Template

### How to use this template

This is a customizable document created to help companies solidify the terms and conditions of employment between employee and employer by defining the responsibilities and obligations of the working relationship.

This template is tailored to US employment standards, including all necessary elements such as employer and employee details, job description, salary, working hours, holiday entitlement, and more to ensure compliance with local employment laws.

Disclaimer: The content in this document is provided for general information purposes only and does not constitute legal advice. Consult with legal counsel and check compliance with local labor laws before sharing the agreement with your contractor.

THIS AGREEMENT made BETWEEN:

**[INSERT EMPLOYER NAME]** (the "**Employer**" or the "**Company**"), a corporation registered under the law of the United State of America.

And

**[INSERT EMPLOYEE NAME]** (the "**Employee**")

WHEREAS:

1. The Employer and the Employee are desirous of entering into an employment relationship for their mutual benefit;
2. The Employer and the Employee wish to clarify certain obligations and rights in respect of said employment relationship;

IN CONSIDERATION of the above, and in further consideration of the mutual promises and covenants set forth, this Employment Agreement (the "**Agreement**") witnesses that the parties agree as follows:

#### **EMPLOYMENT AGREEMENT MINIMUM TERMS AND CONDITIONS (the "Table")**

**1- Start date:** **[DATE]**

**2- Contract term:**

**[INDEFINITE OR The contract will end on [DATE] unless renewed in writing by the parties.]**

**3- Job Role:** **[TITLE]**

**4- Job Description:** **[DUTIES]**

**5- Manager:** The Employee will report to the manager appointed from time to time by the Employer OR **[name of Manager]**

**6- Place of work:** Remote.

**7- Employment type:** **[Salary OR Hourly]**

**8- Organization of the working time:**

Full-time employment

**9- Holidays / Leaves:** **[INSERT NUMBER OF DAYS]** days of Paid Time Off per year ("PTO"). The Employee may use the PTO for vacation, personal time, or sick leave.

**10- Public holidays (COMPLETELY OPTIONAL):** The Company observes the following paid holidays in addition to PTOs: **[New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr. Day, Veterans Day and President's Day]**. If any holiday occurs on a Saturday or Sunday, the preceding Friday or following Monday (subject to the Company's discretion) will be a paid Company holiday.

**11- Rate of Pay:** **[INSERT HOURLY RATE OF PAY OR SALARY]**

**12- Bonus: (OPTIONAL)**

At the sole discretion of the Company, Employee may be entitled to a discretionary bonus depending on his/her performance and the performance of the company.

### **13- Additional Benefits (OPTIONAL)**

**14- Payment terms/ Currency:** Twice monthly to the Employee's bank account in accordance with the normal routines of the Company.

**15- Expenses reimbursement:** Reasonable and necessary, pre-authorized expenses and upon receipts.

**16- Work equipment:** The Employee may be provided with the work equipment the Employee may need to perform his duties under this Agreement.

## **DETAILED TERMS AND CONDITIONS OF THE EMPLOYMENT**

### **1- START DATE AND NATURE OF RELATIONSHIP**

1.1 Subject to the Employee's acceptance of this offer and compliance with its provisions, the Employee's employment with the Company will begin on the date set out in **Point 1** of the Table.

1.2 The Employee's employment will, at all times, remain "at will" employment. As such, either the Employee or the Company may terminate the Employee's employment at any time for any reason or for no reason. No provision of this Agreement, and no actions by either the Employee or the Company, shall be construed to create a promise of employment for any specific period of time.

### **2- CONTRACT TERM**

2.1 The contract term is set out in **Point 2** of the Table.

### **3- JOB ROLE**

3.1 The Employee shall report to and work under the supervision of the manager mentioned in **Point 5** of the Table.

3.2 The Employee's work responsibilities and duties shall be as described in **Point 4** of the Table, or as may from time to time be prescribed by the Employee's supervisor and/or the Company. The Company may modify the Employee's duties from time to time in accordance with the Company's requirements. The Employee is required to abide by all of the policies and procedures as set forth by the Company ("**Company Policies**"). Moreover, during the Employee's employment with the Company, the Employee will be expected to conduct the Employee's business activities at all times in accordance with the highest legal, ethical and professional standards.

3.3 The Employee will perform the work in and from the United States. The Employee is not allowed to work outside of the United States without the Employer's prior written permission.

### **4- ORGANISATION OF THE WORKING TIME AND SCOPE OF EMPLOYMENT**

4.1 The type of employment is specified in **Point 8** of the Table.

4.2 The Employee employed full-time shall devote his/her best professional efforts, skills and energies and his/her full business time and attention to the performance of his/her duties and responsibilities under this Agreement.

4.3 The Employee hereby confirms, as a condition to accepting and entering into this Agreement, that he/she is under no contractual or other legal obligations that would prohibit or restrict him/her from fully entering into this Agreement, performing his/her obligations hereunder, including, without limitation, complying with all terms of this Agreement, and that the Employee has no current or potential conflict of interest relating to his/her employment with the Company and performance of his/her duties hereunder.

## **5- RATE OF PAY**

5.1 The Employee's rate of pay is laid out in **Point 11** of the Table. As set out in **Point 14** of the Table, the Employee's rate of pay shall be payable in accordance with the Company's regular payroll practices in effect from time to time. The Company shall make any withholdings which may be required by law or which the Employee may authorize from time to time. The Company reserves the right to review the rate of pay and to adjust it from time to time in its sole discretion.

5.2 As set out in **Point 15** of the Table, the Employee shall be entitled to reimbursement from the Company in respect to such expenses submitted and approved in advance by the Company in such manner as notified to the Employee by the Company from time to time.

5.3. Bonus: At the Company's sole discretion, the Employee may receive from time to time a variable compensation, the details of which may be provided directly to the Employee separately from time to time.

## **6- BENEFITS**

6.1 During the Employee's employment, the Employee will be eligible to participate in the Company's employee benefit plans. These benefits shall be made generally available by the Company from time to time to its similarly situated employees, subject to plan terms and generally applicable Company policies, including, without limitation.

6.2 The Company may also provide additional benefits specifically set out in **Point 13** of the Table.

6.3 These benefits may be modified or changed from time to time in the sole discretion of the Company, and the provisions of such benefits to the Employee in no way changes or impacts the Employee's status as an at-will employee.

## **7- HOLIDAYS**

7.1 The Employee shall be entitled to the number of days of Paid Time Off ("PTO") per year set forth in **Point 9** of the Table.

7.2 The Company's policy is that except as otherwise required by applicable law, employees are not paid out for accrued, unused Paid Time Off and Paid Time Off and does not roll over from year to year.

## **8- EFFECT OF TERMINATION**

8.1 If the Employee ceases to be an employee of the Company, for any reason, the Employee shall act as follows:

(i) deliver and/or return to the Company all property of the Company in the Employee's possession or control including, without limitation, cellular telephones, other telecommunications material, keys, modems, computers, identification badges or other equipment, company documents, CDs, letters, notes, reports, business cards and other papers and electronic files in the Employee's possession and relating to the Employee's tenure with the Company (except property that belongs to Company's clients, which should be returned directly to the respective Client to the extent possible);

(ii) deliver and/or return to the Company all property of the Company in the Employee's possession or control including, without limitation, cellular telephones, other telecommunications material, keys, modems, computers, identification badges or other equipment, company documents, CDs, letters, notes, reports, business cards and other papers and electronic files in the Employee's possession in connection with the Employee's engagement with the Company hereunder;

(iii) delete any information relating to the Company from the Employee's personal computer, phone and other devices; and (iv) provide reasonable assistance to the Company to ensure an orderly transition, including the handing over to the persons designated by the Company, any documents and all other matters that the Employee dealt with.

## **9- WAIVER AND RELEASE**

9.1 Without limiting or derogating from the foregoing, if the Employee's employment is terminated by the Company without Cause (as defined herein), then the Company may, at its sole discretion, offer the Employee severance benefits based entirely on its sole discretion. All severance benefits are conditioned on the Employee's signing a full release of any and all claims against the Company in a release form acceptable to the Company (within the period specified in it by the Company) and the Employee's not revoking such release pursuant to any revocation rights afforded by applicable law.

9.2 For purposes of this Section 9, the term "**Cause**" shall mean (a) any material breach by the Employee of this Agreement or any other agreement to which the Employee and the Company are both parties, (b) any act (other than retirement) or omission to act by the Employee which may have a material and adverse effect on the Company's business or on the Employee's ability to perform services for the Company, including, without limitation, the commission of any crime (other than minor traffic violations), or (c) any material misconduct or material neglect of the Employee's duties in connection with the business or affairs of the Company. The Employee's employment shall be deemed to have been terminated for Cause if the Company determines within thirty (30) days of the termination of employment (whether such termination was voluntary or involuntary) that termination for Cause was warranted.

## **10- EMPLOYEE NDA**

10.1 Attached hereto as **Exhibit A** is a copy of the Company's Non-Disclosure and Assignment of Intellectual Property Agreement (the "**Employee Undertaking**"). This offer is conditioned on the Employee's signing the Employee Undertaking and the Employee's continuing willingness thereafter to abide by its terms. The Employee is required to sign the Employee Undertaking when he/she countersigns this Agreement. For the sake of clarity, the terms and obligations as set forth in the Employee Undertaking are incorporated herein by reference and such terms and obligations shall survive termination of the Employee's employment, regardless of whether such termination is with, or without, cause.

## **11- PROOF OF RIGHT TO WORK**

11.1 The Immigration Reform and Control Act requires employers to verify the employment eligibility and identity of new employees. Prior to commencing employment with the Company, the Employee shall provide the Company with Form I-9 accurately completed to evidence his/her eligibility for employment. The Company will not be able to employ the Employee if he/she fails to comply with that requirement. The Company reserves the right to perform standard background checks on all employees consistent with applicable laws.

## **12- MISCELLANEOUS**

12.1 This Agreement, and Exhibits attached hereto, contain the entire understanding between the Employee and the Company with regard to the subject matter contained herein, and supersedes all prior agreements, understandings, intents, promises or statements, whether oral or written, between the Employee and the Company or any related party regarding the offered terms of employment.

12.2 The terms of the Employee's employment shall be governed by the laws of the state of **[INSERT EMPLOYEE STATE HERE]**. Any controversy or claim arising out of, or relating to, this Agreement or breach hereof shall be brought before courts having jurisdiction thereof.

12.3 The Employee acknowledges that the services he/she will render hereunder are unique and personal. Accordingly, the Employee may not assign any of his/her rights or delegate any of his/her duties or obligations under this Agreement. The rights and obligations of the Company under this Agreement shall inure to the benefit of and be binding upon its successors and assigns.

12.4 Should any provision of this Agreement or any portion thereof, be found invalid and unenforceable, the remaining provisions shall continue in full force and effect. Failure of either the Employee or the Company to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part hereof or the right of either the Employee or the Company to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall be binding when one or more counterparts have been signed by each of the parties and delivered to each of the parties.

## **13- ELECTRONIC SIGNATURES**

13.1 Except where prohibited by law, the parties consent to use electronic signature service to execute this agreement and agree that such signatures are valid for proof and binding on the parties.

In accepting this offer, the Employee gives the Company assurance that he/she has not relied on any agreements or representations, express or implied, with respect to the Employee's employment that are not set forth expressly in this Agreement.

IN WITNESS WHEREOF the parties executed this agreement on **[SIGNATURE DATE]**, in **[Employment state]** United States.

**Name:**

**Employer signature:**

**Employee name:**

**Employee signature:**

## **EXHIBIT A**

### **EMPLOYEE UNDERTAKING**

In consideration of my employment by the Company pursuant to the offer letter to which this Employee Undertaking is attached (the "Agreement") and as a material condition of such engagement and continuation of my engagement by the Company, I, the undersigned, hereby agree, effective as of the date on which I executed the Agreement (the "Effective Date"), as follows (the "Undertaking"):

All terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

**Note:** 'I' is a reference to 'the Employee'

#### **1. Confidentiality.**

Confidentiality is fundamental to the Company's clients and business. This clause is a fundamental term of this Agreement. The Employee understand that Confidentiality and any other information related to the Company's strategy, plan, business and organization is a fundamental part of the Company's power and leadership in the market and therefore this confidentiality clause is a substantial part of the Employee's obligations during and after the Employee's engagement with the Company and the Company's activity.

Except as required or authorised in the exercise of the Employee's duties, they will not, during their employment or thereafter, without the Employer's prior written consent or as otherwise required by law disclose, directly or indirectly, to any person or entity for any reason any Confidential Information; nor will the Employee during their employment or thereafter transmit, copy, remove or attempt to use any part of the Company Confidential Information.

For the purposes of this Agreement Confidential Information means all client, prospective client and Company, structure, organization, business, model of business, products, strategy, documents, contracts, confidential or sensitive information disclosed to or learned by the Employee in connection with their engagement with the Company or in the performance of the Employee's duties, including but not limited to information from the Company client databases, the Company clients' employee or payroll information, the Company business or marketing plans, any information that relates to the Company, the Company employee information, documents, contracts and agreements or remuneration, price lists, rates, schedules, terms of business, market research, presentations, capability statements, product specifications, financial and accounting information, contractor and supplier information, business policy and know-how, service and product concept plans, designs, source code, databases, software, information relating to the Company intellectual property rights or any other information disclosed to the Employee in a manner which a reasonable person would consider to be confidential. The terms of this Agreement and this Agreement itself shall also be deemed Confidential Information and the obligations of this Clause shall apply.

Any breach of this Clause by the Employee shall be considered a fundamental breach of this Agreement which will entitle the Employer to among other things, terminate this Agreement with immediate effect with no notice or payment thereto required and the Employee agrees to fully

indemnify the Company for any damage sustained by it as a result of such breach. Notwithstanding anything in this Agreement to the contrary, in the event of such fundamental breaches by the Employee, the Company shall have available against them every remedy allowed under law and equity, including but not limited to specific performance, suit for damages, and rescission.

## **2. Work Product; Inventions**

If, at any time or times during my engagement by the Company, I shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes) that (a) relates to the business of the Company or any customer, collaborator of or supplier to the Company, or any of the products or services being developed, manufactured or sold by the Company which may be used in relation therewith, (b) results from tasks assigned to me by the Company or any of its customers or (c) results from the Confidential Information or use of facilities, premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company and/or customer ("**Developments**"), such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise, and I shall promptly disclose to the Company (or any persons designated by it) each such Development. I hereby acknowledge and agree that, as between me and the Company, the Company shall own, and I hereby assign and, upon future creation, automatically assign to the Company, all right, title and interest, including, without limitation all Intellectual Property Rights, in and to any existing and future Developments created on or after the Effective Date. For purposes of this Undertaking, "Intellectual Property Rights" are all:

- (a) patents and associated reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part;
- (b) all inventions, whether patentable or not and whether or not reduced to practice;
- (c) registered and unregistered trademarks, service marks, certification marks, trade dress, logos, trade names, brand names, corporate names, business and product names, internet domain names, internet uniform resource locators, and internet protocol addresses and all goodwill associated with these rights;
- (d) Trade Secrets, industrial rights, industrial designs;
- (e) registered and unregistered works of authorship, copyrights, moral rights and publicity rights;
- (f) all rights to computer software, computer software source code, proprietary databases and mask works and all documentation and developer tools associated with these;
- (g) proprietary rights that are similar in nature to those enumerated in (a) through (f) anywhere in the world;
- (h) all enhancements and improvements to and all derivations of any of the rights enumerated in (a) through (g);
- and (i) all applications, registrations and documentation associated with the rights described in (a) through (g).

I will, during my engagement by the Company and at any time thereafter, at the request of the Company, promptly sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require, in connection with the Developments, to (i) apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) all patents, copyrights, trademarks and other analogous protections in any country throughout the world, and when so obtained or vested to renew and restore the same; and (ii) to defend any judicial, opposition or other proceedings in respect of such



applications, and any judicial, opposition or other proceedings or petitions or applications for revocation of such patents, copyrights, trademarks or other analogous protections.

I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead, in the event the Company is unable, after reasonable effort, to secure my signature on any application for patents, copyright or trademark registration or other documents regarding any legal protection relating to any Developments, whether because of my physical or mental incapacity or for any other reason whatsoever, to execute and file any such application or applications or other documents, and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright or trademark registrations or any other legal protections thereon with the same legal force and effect as if executed by me.

**ONLY FOR EMPLOYEES IN CALIFORNIA** Subject to the requirement of applicable law, if any, I understand that the Company Invention will not include, and provisions of this Agreement requiring assignment of inventions to the company do not apply, any invention that qualifies fully for exclusion under the provision of applicable state law, if any, attached hereto as **Exhibit B**. In order to assist in the determination of which invention qualify for such exclusion, I will advise the Company promptly in writing, during and for a period of twelve (12) month immediately following the termination of the relationship, of all Inventions solely or jointly conceived or developed to reduced to practice by me during the period of the Relationship.

### **3. Non-Disparagement.**

The Employee agrees that at all times during their employment under this Agreement and following its termination they will not make, cause to be made or assist or cooperate in the making of, any oral or written statement to any person, entity or association:

- a) Criticising or disparaging the Company and/or its associated companies, or any of their directors, management team or employees;
- b) Commenting unfavourably or falsely on the character, business judgement, business practices, financial condition or business reputation of the Company and/or its associated companies, or any of their directors, management team or employees; or
- c) Criticising, disparaging or otherwise detrimentally commenting on the products, services or programs provided by, or to be provided by the Company and/or its associated companies.

3.1 The Employee agrees that at all times during their employment under this Agreement and following its termination, except with the expressed authorization of the Company, they shall not discuss any matter, divulge any information or provide any comment relating to the Company to any representative of the press or broadcasting or other media.

3.2 The Employee's obligations in this Clause also apply to the posting of any comment or statement on the internet or any other media at large, including but not limited to social media platforms.

3.3 18 U.S.C. § 1833(b) provides: "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." Nothing in this agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

Accordingly, notwithstanding the above confidentiality and non-disparagement provisions, Employee has the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. Employee also has the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure or to the extent permitted under applicable law.

Furthermore, nothing in this agreement limits Employee's right to testify in an administrative, legislative, or judicial proceeding about alleged criminal conduct or alleged discriminatory or harassing conduct or make truthful disclosure or factual information related to claim(s) of harassment or other discriminatory or related retaliation. Employee shall direct any inquiries (i.e. confirmation of full name, job title, and employment) by future potential employers or opportunities to the Employer's human resources department. Furthermore, nothing in this agreement limits Employee's ability to participate in or otherwise engage in protected activity or asserting protected rights under applicable law, including but not limited to those provided for under Section 7s & 8(a)(1) of the National Labor Relations Act (the Act), filing a Unfair Labor Practice charge, assisting others in doing so, or otherwise cooperating with the National Labor Relations Board's investigative process.

Additionally, nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

#### **4. Miscellaneous.**

(a) I agree that any breach of this Undertaking by me will cause irreparable damage to the Company, and that in the event of such breach the Company shall have, in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder, without having to post bond, together with an award of its attorney's fees incurred in securing such relief.

(b) I understand that this Undertaking does not create an obligation on the part of the Company or any other person or entity to continue my engagement by the Company.

(c) I represent that the Developments identified below, if any, comprise all of the unpatented and unregistered copyrightable Developments which I have made, conceived or created prior to my engagement by the Company, which Developments are excluded from this Undertaking (if applicable):

- 1.
- 2.
- 3.

I understand that it is only necessary to list the title and purpose of such Developments but not any details thereof; and, if no Developments are listed above, I represent that there are no such Developments to be excluded from this Undertaking. I further represent that my performance of all of the terms of this Undertaking and as an employee of the Company does not and will not breach any other agreement, including without limitation an agreement to keep in confidence proprietary information of others acquired by me prior to my engagement by the Company, nor will my performance of the terms of this Undertaking violate any agreement not to compete. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict herewith.

(d) Any waiver by the Company of a breach of any provision of this Undertaking shall not operate or be construed as a waiver of any other provision of this Undertaking, and shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof

(e) It is agreed that the periods of post-engagement restriction set forth in Sections 3 and 4 of this Undertaking shall be tolled, and shall not run, during any period of time in which I am in violation of the terms hereof, in order that the Company shall have all of the agreed-upon temporal protections recited herein.

(f) I hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. I further agree that no breach of any provision of this Undertaking by the Company, or any other claimed breach of contract or violation of law, shall operate to excuse my obligation to fulfill the requirements of Sections 3 and 6 hereof. In signing this agreement, I give the Company assurance that I have carefully read and considered all the terms and conditions of this agreement, including the restraints imposed on me under Sections 3 and 6. I agree that these restraints are necessary for the reasonable and proper protection of the Company and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. Moreover, if one or more of the provisions contained in this Undertaking shall for any reason be held to be excessively broad as to scope, time period, geographic scope, activity, subject or otherwise so as to be unenforceable at law, such provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. I acknowledge and agree that I do not rely, and have not relied, on any representation or statement made by the Company with regard to the subject matter, basis or effect of this Undertaking, other than those contained in this agreement.

(g) My obligations under this Undertaking shall survive the termination of my engagement by the Company, regardless of the reason for such termination, and shall be binding upon my heirs, executors, administrators and legal representatives. It is further agreed that no changes to the nature or scope of my relationship with the Company shall operate to extinguish my obligations hereunder or require that this Undertaking be re-executed.

(h) The term "Company" means the Employer, and, for purposes of this Undertaking, shall also mean and include its parent, subsidiaries, subdivisions or affiliates. The Company shall have the right to assign this Undertaking to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. I acknowledge that I do not have any right to assign any portion of this agreement.

(i) This Undertaking shall be governed by and construed in accordance with the laws of [EMPLOYMENT STATE] without regard to its conflict of law provisions. Any disputes relating to or arising out of this Undertaking shall be resolved in the state and/or federal courts of [EMPLOYMENT STATE] to whose exclusive jurisdiction I hereby assent.

(j) This Undertaking, together with any attachments hereto, constitutes the entire agreement between the Company and me with respect to the subject matter hereof, and supersedes all prior discussions, promises, negotiations and agreements (whether written or oral). This Undertaking may be amended or modified only by a written agreement executed by the Company and me.

**[ONLY FOR EMPLOYEES IN CALIFORNIA]**

## EXHIBIT B

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

IN WITNESS WHEREOF the parties executed this agreement [SIGN DATE], [EMPLOYMENT STATE] United States.

Company signature

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Name:

Date:

Employee signature

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Name:

Date: