

EMPLOYMENT AGREEMENT

TechVision Solutions, Inc.

Contract Number: EMP-2024-0847

This Employment Agreement (“Agreement”) is entered into as of January 15, 2024 (“Effective Date”), by and between:

EMPLOYER: TechVision Solutions, Inc., a Delaware corporation with its principal place of business at 1250 Technology Drive, San Francisco, CA 94105 (“Company”); and

EMPLOYEE: Sarah Martinez, residing at 456 Oak Street, San Francisco, CA 94102 (“Employee”).

1 Position and Duties

1.1 Position. The Company hereby employs Employee in the position of Senior Software Engineer, reporting to the Chief Technology Officer.

1.2 Duties. Employee shall perform all duties and responsibilities customarily associated with such position, including but not limited to: designing and implementing software solutions, conducting code reviews, mentoring junior developers, and participating in technical planning sessions. Employee agrees to devote their full business time, attention, and energies to the business of the Company.

1.3 Location. Employee’s primary work location shall be at the Company’s offices in San Francisco, California, with the option to work remotely up to three days per week subject to manager approval. The Company may require Employee to travel temporarily to other locations as necessary for business purposes.

2 Compensation and Benefits

2.1 Base Salary. The Company shall pay Employee an annual base salary of \$165,000, payable in accordance with the Company’s standard payroll practices, subject to applicable withholdings and deductions.

2.2 Performance Bonus. Employee shall be eligible for an annual performance bonus of up to 20% of base salary, based on achievement of individual and company performance objectives as determined by the Company in its sole discretion.

2.3 Equity Compensation. Employee shall be granted stock options to purchase 8,000 shares of the Company’s common stock, subject to the terms of the Company’s 2024 Equity Incentive Plan and a separate stock option agreement. Such options shall vest over four years, with a one-year cliff and monthly vesting thereafter.

2.4 Benefits. Employee shall be eligible to participate in all employee benefit programs maintained by the Company for its employees, subject to the terms and conditions of such programs. Current benefits include health insurance, dental insurance, vision insurance, 401(k) plan with 4% company match, and paid time off.

2.5 Paid Time Off. Employee shall be entitled to 20 days of paid time off per year, accruing ratably throughout the year, plus Company-recognized holidays.

3 Term and Termination

3.1 At-Will Employment. Employee's employment with the Company is at-will, meaning that either Employee or the Company may terminate the employment relationship at any time, with or without cause, and with or without notice.

3.2 Termination by Company for Cause. The Company may terminate Employee's employment immediately for Cause, which includes: (a) Employee's willful misconduct or gross negligence; (b) Employee's conviction of, or plea of guilty or no contest to, a felony; (c) Employee's material breach of this Agreement; (d) Employee's violation of Company policies; or (e) Employee's failure to perform duties after written notice and reasonable opportunity to cure.

3.3 Severance. If the Company terminates Employee's employment without Cause, Employee shall receive severance pay equal to six months of base salary, payable in accordance with the Company's standard payroll practices, provided Employee executes a separation agreement and general release of claims.

3.4 Return of Property. Upon termination of employment for any reason, Employee shall immediately return all Company property, including but not limited to computers, mobile devices, keys, access cards, documents, and any other materials belonging to the Company.

4 Confidential Information and Intellectual Property

4.1 Confidential Information. Employee acknowledges that during employment, Employee will have access to Confidential Information of the Company. "Confidential Information" means all non-public information relating to the Company's business, including but not limited to trade secrets, customer lists, financial information, business plans, marketing strategies, software code, and technical data.

4.2 Non-Disclosure. Employee agrees not to disclose any Confidential Information to any third party or use such information for any purpose other than performing duties under this Agreement, both during and after employment.

4.3 Intellectual Property Assignment. Employee agrees that all inventions, discoveries, developments, improvements, works of authorship, and other intellectual property created by Employee during employment that relate to the Company's business or result from work performed for the Company shall be the sole property of the Company. Employee hereby assigns all rights, title, and interest in such intellectual property to the Company.

4.4 Prior Inventions. Employee has disclosed to the Company all inventions or intellectual property created prior to employment that Employee desires to exclude from the scope of this Agreement, as listed on Exhibit A attached hereto. If no such exhibit is attached, Employee represents that there are no such prior inventions.

5 Non-Competition and Non-Solicitation

5.1 Non-Competition. During employment and for a period of 6 months following termination of employment for any reason, Employee agrees not to directly or indirectly engage in any business that competes with the Company's business within California.

5.2 Non-Solicitation of Employees. During employment and for 12 months following termination, Employee agrees not to directly or indirectly solicit, recruit, or hire any employee of the Company or encourage any employee to leave their employment with the Company.

5.3 Non-Solicitation of Customers. During employment and for 18 months following termination, Employee agrees not to directly or indirectly solicit or accept business from any customer or prospective customer of the Company with whom Employee had contact or about whom Employee obtained Confidential Information during employment.

6 Representations and Warranties

6.1 Authority. Employee represents and warrants that Employee has the right and authority to enter into this Agreement and that execution and performance of this Agreement will not violate any agreement or obligation between Employee and any third party.

6.2 No Conflicts. Employee represents that Employee is not bound by any agreement or obligation that would conflict with or prevent full performance of Employee's duties under this Agreement.

7 General Provisions

7.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

7.2 Amendments. This Agreement may be amended only by a written instrument signed by both parties.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

7.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

7.6 Assignment. Employee may not assign this Agreement or any rights hereunder without the prior written consent of the Company. The Company may assign this Agreement to any successor or affiliate.

7.7 Notices. All notices under this Agreement shall be in writing and delivered by email, certified mail, or overnight courier to the addresses set forth above or such other addresses as may be specified in writing.

7.8 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in San Francisco, California, in accordance with the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY:

TechVision Solutions, Inc.

By: _____

Name: Michael Chen
Title: Chief Executive Officer
Date: January 15, 2024

EMPLOYEE:

Signature: _____
Name: Sarah Martinez
Date: January 15, 2024