

EMPLOYMENT AGREEMENT

With Non-Competition and Non-Solicitation Provisions

Effective Date: January 20, 2026

This Employment Agreement ("Agreement") is entered into by and between:

Employer: TechGiant Corporation ("Company")

Employee: _____ ("Employee")

1. POSITION AND DUTIES

1.1 Position: Employee is hired as a Software Engineer.

1.2 Duties: Employee shall perform such duties as assigned by the Company from time to time.

1.3 Full-Time Commitment: Employee shall devote full working time and attention to the Company's business.

2. COMPENSATION

2.1 Base Salary: \$120,000 per year, payable bi-weekly.

2.2 Benefits: Employee shall be eligible for standard Company benefits.

2.3 Bonus: Employee may be eligible for an annual discretionary bonus.

3. EMPLOYMENT AT WILL

Employee's employment is "at will" and may be terminated by either party at any time, with or without cause or notice.

4. NON-COMPETITION COVENANT

4.1 Non-Compete Period: For a period of TWO (2) YEARS following termination of employment for any reason, Employee shall not:

(a) Engage in, be employed by, consult for, or have any ownership interest in any business that competes with the Company;

(b) Develop, design, produce, market, sell, or provide any products or services that are similar to or competitive with the Company's products or services;

(c) Work for any entity in the technology industry that could potentially compete with the Company in the future.

****4.2 Geographic Scope**:** The restrictions in Section 4.1 shall apply WORLDWIDE, without geographic limitation.

****4.3 Definition of Competitor**:** A "competitor" includes any company in the following industries:

- Software development
- Cloud computing
- Artificial intelligence
- Data analytics
- Mobile applications
- E-commerce
- Social media
- Internet services
- Hardware technology
- Any other technology-related field

5. NON-SOLICITATION

For a period of TWO (2) YEARS following termination, Employee shall not:

****5.1 Employee Non-Solicitation**:** Directly or indirectly solicit, recruit, or hire any employee, contractor, or consultant of the Company, or encourage any such person to terminate their relationship with the Company.

****5.2 Customer Non-Solicitation**:** Directly or indirectly solicit, contact, or do business with any customer, client, vendor, or business partner of the Company with whom Employee had any contact during employment.

****5.3 Investor Non-Solicitation**:** Directly or indirectly contact or solicit any investor, lender, or financial partner of the Company.

6. CONFIDENTIALITY

Employee shall maintain the confidentiality of all Company proprietary information indefinitely, both during and after employment.

7. INTELLECTUAL PROPERTY ASSIGNMENT

****7.1 Work Product**:** All inventions, developments, improvements, and works created by Employee during employment, whether or not during working hours, shall be the exclusive property of the Company.

****7.2 Prior Inventions**:** Employee represents that Employee has no prior inventions to disclose.

****7.3 Moral Rights Waiver**:** Employee waives all moral rights in any

work product.

8. REMEDIES

****8.1 Injunctive Relief**:** Employee acknowledges that breach of Sections 4, 5, or 6 would cause irreparable harm to the Company. The Company shall be entitled to injunctive relief without posting bond.

****8.2 Extension of Restrictions**:** If Employee breaches any restrictive covenant, the restricted period shall be extended by the duration of the breach.

****8.3 Forfeiture**:** If Employee breaches any provision of this Agreement, Employee shall forfeit any unpaid compensation, bonuses, equity awards, and benefits.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware.

10. SEVERABILITY

If any provision is found unenforceable, the court shall modify such provision to make it enforceable to the maximum extent permitted by law.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding Employee's employment.

****COMPANY**:** TechGiant Corporation

By: _____
Name: _____
Title: _____
Date: _____

****EMPLOYEE**:**

Signature: _____
Name: _____
Date: _____