

EMPLOYMENT AGREEMENT

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This Employment Agreement ("Agreement") is entered into as of January 15, 2026, by and between TechNova Inc., a Delaware corporation with principal offices at 500 Innovation Drive, San Francisco, CA 94105 ("Employer"), and Sarah Chen, an individual residing at 1234 Oak Street, San Jose, CA 95112 ("Employee").

RECITALS

WHEREAS, Employer desires to employ Employee as a Senior Software Engineer, and Employee desires to accept such employment, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. POSITION AND DUTIES

- 1.1 Employee shall serve as Senior Software Engineer, reporting directly to the VP of Engineering.
- 1.2 Employee's primary responsibilities shall include: (a) designing and developing scalable software systems, (b) mentoring junior engineers, (c) participating in architectural reviews, and (d) contributing to technical roadmap planning.
- 1.3 Employee shall devote full working time and best efforts to the performance of duties hereunder.
- 1.4 Employee agrees to comply with all company policies, procedures, and codes of conduct as may be amended from time to time.

2. COMPENSATION AND BENEFITS

- 2.1 Base Salary: Employee shall receive an annual base salary of \$185,000, payable in accordance with Employer's standard payroll schedule, less applicable withholdings and deductions.
- 2.2 Signing Bonus: Employee shall receive a one-time signing bonus of \$25,000, payable within thirty (30) days of the Start Date, subject to a pro-rata clawback provision if Employee voluntarily terminates employment within twelve (12) months.
- 2.3 Annual Performance Bonus: Employee shall be eligible for an annual performance bonus of up to 20% of base salary, based on individual performance metrics and company performance, as determined by Employer in its sole discretion.
- 2.4 Equity Compensation: Employee shall be granted 10,000 stock options under the Company's 2025 Equity Incentive Plan, subject to a four-year vesting schedule with a one-year cliff. Exercise price shall be the fair market value on the grant date.
- 2.5 Benefits: Employee shall be entitled to participate in all employee benefit programs, including: (a) comprehensive health, dental, and vision insurance, (b) 401(k) retirement plan with 4% employer match, (c) 20 days of paid time off per year, (d) 10 paid company holidays, (e) \$5,000 annual professional development budget, and (f) remote work flexibility of up to 2 days per week.

2.6 Relocation Assistance: Employer shall provide up to \$15,000 in relocation expenses if Employee relocates within 90 days of the Start Date.

3. TERM AND TERMINATION

3.1 Employment Period: This Agreement shall commence on February 1, 2026 ("Start Date") and shall continue for an indefinite period unless terminated in accordance with this Section 3.

3.2 At-Will Employment: Notwithstanding any other provision of this Agreement, Employee's employment is "at-will" and may be terminated by either party at any time, with or without cause, and with or without notice.

3.3 Termination Without Cause: If Employer terminates Employee's employment without Cause, Employee shall be entitled to: (a) six (6) months of base salary continuation, (b) acceleration of next vesting tranche of equity, and (c) COBRA health insurance coverage for six (6) months at Employer's expense.

3.4 Termination for Cause: Employer may terminate Employee's employment immediately for Cause. "Cause" includes: (a) material breach of this Agreement, (b) conviction of a felony, (c) willful misconduct, (d) continued failure to perform duties after written notice, or (e) violation of Employer's policies causing material harm.

3.5 Resignation: Employee may resign at any time with thirty (30) days' written notice. Failure to provide adequate notice may result in forfeiture of unused PTO payout.

4. INTELLECTUAL PROPERTY AND INVENTIONS

4.1 All inventions, works of authorship, developments, improvements, and trade secrets conceived, developed, or reduced to practice by Employee during the term of employment shall be the sole and exclusive property of Employer ("Work Product").

4.2 Employee hereby assigns to Employer all right, title, and interest in and to any Work Product.

4.3 Employee agrees to assist Employer in obtaining patents, copyrights, or other protections for any Work Product, at Employer's expense.

4.4 This Section does not apply to inventions developed entirely on Employee's own time without use of Employer's resources, provided such inventions do not relate to Employer's current or anticipated business.

5. CONFIDENTIALITY AND NON-DISCLOSURE

5.1 Employee acknowledges that during employment, Employee will have access to confidential and proprietary information ("Confidential Information"), including but not limited to: trade secrets, customer lists, financial data, product plans, source code, algorithms, and business strategies.

5.2 Employee agrees not to use or disclose Confidential Information during or after employment, except as required in the performance of duties.

5.3 This confidentiality obligation shall survive termination of employment for a period of five (5) years.

6. NON-COMPETE AND NON-SOLICITATION

6.1 Non-Compete: During employment and for twelve (12) months following termination, Employee shall not engage in, or assist any person or entity engaged in, any business that competes with Employer's business within a fifty (50) mile radius of any Employer office or in any market where Employer conducts business.

6.2 Non-Solicitation of Employees: For twenty-four (24) months following termination, Employee shall not directly or indirectly solicit, recruit, or hire any employee of Employer.

6.3 Non-Solicitation of Clients: For eighteen (18) months following termination, Employee shall not solicit or service any client or customer of Employer with whom Employee had contact during the last twelve (12)

months of employment.

7. PERFORMANCE METRICS AND REVIEW

7.1 Employee's performance shall be evaluated annually based on the following key performance indicators (KPIs): (a) code quality and review metrics, (b) project delivery timelines, (c) mentorship and team development, (d) innovation and technical contribution, and (e) customer satisfaction metrics for products developed.

7.2 Performance reviews shall be conducted within the first 90 days (probationary review) and annually thereafter.

7.3 Failure to meet minimum performance standards after two consecutive review periods may constitute grounds for termination under Section 3.4.

8. DISPUTE RESOLUTION

8.1 Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration administered by the American Arbitration Association in San Francisco, California.

8.2 Each party shall bear its own costs and attorneys' fees in any arbitration proceeding.

8.3 The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

9. MISCELLANEOUS

9.1 Governing Law: This Agreement shall be governed by the laws of the State of California.

9.2 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

9.3 Amendment: This Agreement may only be amended in writing signed by both parties.

9.4 Severability: If any provision is held invalid, the remaining provisions shall remain in full force and effect.

9.5 Notices: All notices shall be in writing and delivered to the addresses set forth above.

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

EMPLOYER: TechNova Inc.

By: _____ Date: _____

Name: James Morrison

Title: CEO

EMPLOYEE:

By: _____ Date: _____

Name: Sarah Chen