

EMPLOYMENT OFFER LETTER (CALIFORNIA)

Acme Corporation

1234 Market Street

San Francisco, CA 94105

April 1, 2023

Private & Confidential

Jane Doe

567 Oak Avenue

San Jose, CA 95112

Dear Jane,

We are delighted to extend to you an offer of employment with Acme Corporation ("Company"). This letter sets forth the principal terms and conditions of your employment.

1. Position and Reporting

You will join Acme Corporation as a Senior Software Engineer. Your duties will include, but not be limited to: designing, coding, testing, and maintaining enterprise applications; collaborating with cross-functional teams; mentoring junior engineers; and ensuring compliance with internal security and data privacy standards. You will report directly to John Smith, Chief Technology Officer. This is a full-time, exempt position under California wage and hour law. Your primary work location will be San Francisco, CA, but you may be required to travel up to 10% of your time.

2. Start Date and Duration

Your employment is expected to commence on April 24, 2023, contingent upon satisfaction of the conditions listed in Section 6. The offer will expire on April 15, 2023, unless you provide your signed acceptance before that date.

3. Compensation

Base Salary: You will be paid an annual base salary of \$150,000, payable in bi-weekly installments. Bonus: You will be eligible for a discretionary annual bonus targeted at 10% of your base salary. Equity Grant: Subject to Board approval, you will receive a grant of 10,000 Restricted Stock Units (RSUs), vesting over 4 years with a 1-year cliff.

4. Benefits and Paid Time Off

You will be eligible for Company benefits as described in the Employee Handbook, including health, dental, vision, 401(k) with 4% match, 15 vacation days per year, 10 paid holidays, and sick leave in accordance with California Healthy Workplaces, Healthy Families Act.

5. Confidentiality, IP, and Conflict of Interest

You will be required to sign the Confidential Information and Invention Assignment Agreement (CIIAA). Key obligations include: protecting proprietary information; assigning inventions to the Company; and avoiding conflicts of interest. Failure to comply may result in disciplinary action or termination.

6. Contingencies

This offer is contingent upon: verification of your legal right to work in the U.S.; completion of a background check; execution of the Mutual Arbitration Agreement; and review of the Employee Handbook.

7. Arbitration Agreement (California)

You agree to resolve any disputes arising out of your employment exclusively through binding arbitration, pursuant to the Federal Arbitration Act and California Arbitration Act. This includes claims for discrimination, harassment, wrongful termination, or breach of contract. You waive the right to pursue claims in court or before a jury, except as required by law.

8. At-Will Employment

Your employment is at-will. Either you or the Company may terminate at any time, with or without cause or notice.

9. Governing Law

This offer and your employment shall be governed by the laws of the State of California.

10. Entire Agreement

This letter, along with the CIIAA and Arbitration Agreement, contains the entire understanding between you and the Company and supersedes prior agreements.

We are excited about your contributions and look forward to welcoming you. Please indicate your acceptance of this offer by signing and returning this letter by April 15, 2023.

Sincerely,

Acme Corporation

By: John Smith, CTO

Acknowledgment and Acceptance

I, Jane Doe, accept this offer of employment with Acme Corporation under the terms described above.

Signed: _____

Name: Jane Doe

Date: _____