

# Employment Agreement

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This Employment Agreement ("Agreement") is made and entered into as of the [Start Date], by and between OpenAI, Inc. ("Company"), a corporation organized under the laws of the State of [Jurisdiction], and John [Last Name] ("Employee").

## 1. Parties

- **Company:** OpenAI, Inc., a technology company with its principal place of business at [Company Address].
- **Employee:** John [Last Name], residing at [Employee Address].

## 2. Position and Duties

### 2.1 Position

The Company hereby employs the Employee in the position of [Job Title].

### 2.2 Duties

The Employee's duties shall include, but are not limited to, the following:

- Performing tasks assigned by the Company in a diligent and professional manner.
- Collaborating with team members and stakeholders to achieve departmental and organizational goals.
- Adhering to project deadlines and quality standards.

The Employee agrees to comply with all Company policies, procedures, and directives.

## 3. Start Date

The Employee's employment with the Company shall commence on [Start Date].

## **4. Employment Type**

The Employee shall be classified as an *at-will* employee. This means that either the Company or the Employee may terminate the employment relationship at any time, with or without cause or notice, subject to applicable law.

## **5. Compensation and Benefits**

### **5.1 Salary**

The Employee shall receive an annual salary of \$[Salary Amount], payable in accordance with the Company's payroll practices.

### **5.2 Benefits**

The Employee shall be eligible to participate in Company-sponsored benefits, which may include:

- Health Insurance
- Retirement Plans
- Paid Time Off
- Other benefits as outlined in the Company's employee handbook

## **6. Confidentiality and Intellectual Property**

### **6.1 Confidentiality**

The Employee agrees to maintain the confidentiality of any proprietary and confidential information pertaining to the Company's business, operations, or clients both during and after the term of employment.

### **6.2 Intellectual Property**

Any inventions, discoveries, or improvements made by the Employee during the term of employment that relate to the Company's business shall be the sole property of the Company. The Employee agrees to assign all rights, title, and interest in such inventions to the Company.

## **7. Non-Solicitation**

For a period of [number] years following the termination of employment, the Employee agrees not to solicit or attempt to solicit business from any clients or customers of the Company that the Employee had contact with during employment.

## **8. Code of Conduct and Policies**

The Employee agrees to adhere to the Company's Code of Conduct and all other policies and procedures, as may be amended from time to time. Violations of the Code of Conduct may result in disciplinary action, up to and including termination.

## **9. Termination**

### **9.1 Termination by Company**

The Company may terminate the Employee's employment at any time, with or without cause.

### **9.2 Termination by Employee**

The Employee may terminate this Agreement by providing the Company with [number] weeks written notice.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [Jurisdiction], without regard to its conflict of law principles.

## **11. Miscellaneous**

### **11.1 Entire Agreement**

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings.

### **11.2 Amendments**

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

### **11.3 Severability**

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

## **12. Signatures**

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

### **OpenAI, Inc.**

By: \_\_\_\_\_

Name: [Authorized Signatory]

Title: [Title of Signatory]

Date: \_\_\_\_\_

### **Employee**

By: \_\_\_\_\_

John [Last Name]

Date: \_\_\_\_\_