

# EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into on January 1, 2023, by and between ControlSync Solutions, a Texas corporation with its principal place of business at 1200 Innovation Parkway, Austin, TX 78758 ("Employer"), and [Employee Name], an individual residing at [Employee Address] ("Employee").

## 1. EMPLOYMENT TERMS

### 1.1 Position and Responsibilities

The Employee is hired as a Senior Software Engineer, reporting directly to the Chief Technology Officer. The Employee's primary responsibilities will include: - Developing and maintaining enterprise software solutions - Collaborating with cross-functional engineering teams - Implementing advanced industrial automation software features - Contributing to product architecture and technical strategy

### 1.2 Employment Status

This is a full-time, exempt position. The Employee's employment is at-will and can be terminated by either party with two weeks' written notice.

### 1.3 Compensation

- Base Salary: \$135,000 per annum, paid bi-weekly
- Annual Performance Bonus: Up to 15% of base salary, contingent on company and individual performance metrics
- Equity Grant: 5,000 restricted stock units, vesting over four years with a one-year cliff

## 2. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

### 2.1 Confidential Information

The Employee acknowledges that all technical, business, and operational information of ControlSync Solutions is strictly confidential. This includes, but is not limited to: - Software source code - Product roadmaps - Customer data - Business strategies - Financial information

## **2.2 Intellectual Property Assignment**

All intellectual property created during employment, whether during work hours or related to the company's business, is exclusively owned by ControlSync Solutions.

## **3. RESTRICTIVE COVENANTS**

### **3.1 Non-Compete**

For a period of twelve (12) months following termination of employment, the Employee agrees not to: - Work for direct competitors in the industrial automation software sector - Engage in businesses that compete with ControlSync Solutions - Solicit clients or employees of the company

### **3.2 Non-Solicitation**

The Employee shall not, for eighteen (18) months after employment termination, directly or indirectly: - Recruit or hire any ControlSync Solutions employees - Encourage employees to leave their employment - Interfere with business relationships of the company

## **4. BENEFITS**

### **4.1 Standard Benefits**

- Health, dental, and vision insurance
- 401(k) retirement plan with company match up to 4%
- Flexible spending account
- Paid time off: 15 days annually, accruing pro-rata

### **4.2 Professional Development**

- Annual professional development budget of \$5,000
- Opportunities for conference attendance and training

## **5. TERMINATION**

### **5.1 Termination Conditions**

- For Cause: Immediate termination for misconduct, violation of company policies
- Without Cause: Two weeks' notice and pro-rated compensation
- Voluntary Resignation: Two weeks' written notice required

## **5.2 Post-Termination Obligations**

- Return of all company property
- Continued compliance with confidentiality agreements
- Cooperation with transition of responsibilities

## **6. MISCELLANEOUS PROVISIONS**

### **6.1 Governing Law**

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

### **6.2 Dispute Resolution**

Any disputes shall be resolved through binding arbitration in Travis County, Texas.

### **6.3 Entire Agreement**

This document constitutes the entire agreement between parties, superseding all prior discussions or agreements.

## **7. ACKNOWLEDGMENT**

By signing below, the parties acknowledge understanding and acceptance of all terms.

**Employee Signature:** \_\_\_\_\_

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

**Employer Signature:** \_\_\_\_\_

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