[MONTH] [DAY], [YEAR]

[ADDRESS]

Dear \_\_,

I am very pleased to offer you a position with [\_\_\_\_], a [\_\_\_\_] corporation (referred to below as “***we***,” “***us***” and/or the “***Company***”), as **[POSITION],** reporting directly to [\_\_\_\_\_\_\_]. Your duties will also include those as may be assigned to you by the management team, as well those set forth below. **If you decide to join us, your base salary will be $\_\_ per semi-monthly pay period, which is equivalent to $**[\_\_\_\_] **on an annualized basis.**

We are a developing start-up company and, as such, you will continue to be required to wear many hats. Your duties and responsibilities will continue to include, but not be limited to, the following:

* Working with the whole team to sell the Company’s services.
* Engage with customers as a project manager, business analyst, and support.
* Create proof of concept for prospect customers and help pre-sales efforts.
* Help us plan, design, and execute scalable processes throughout our Company.
* Helping to manage and grow our team.
* Helping create and enforce Company policies.

You will also be eligible to receive commissions on the sales to customers for which you are [solely/primarily] responsible. All earned commissions will be paid in accordance with our normal, semi-monthly payroll procedures. Until the company adopts a Sales Compensation Plan, you will receive [\_\_\_]% of the [first year subscription of any sale].

Commissions will be deemed earned with respect to each customer contract that you are responsible for closing when ALL of the following conditions have been met:

* Eligible Sale Closed: You are responsible for closing a sales contract with a customer, as determined by the Company in its sole discretion (an “***Eligible Sale***”); and
* Booking: The Company books the Eligible Sale (meaning the sale has been completed as evidenced by a signed, valid, unconditional and acknowledged purchase order that is verified by the Company or its relevant authorized personnel in a timely manner); and
* Customer Payment: The customer makes a payment to the Company for the Eligible Sale (the “***Customer Payment***”); and
* Revenue Recognized: The Company recognizes and declares the revenue from the Eligible Sale; and
* Financial Accuracy: The financial data upon which the commission is calculated is not materially inaccurate, as determined by the Company in its sole discretion; and
* Not Subject to Return/Refund: The Customer Payment is no longer subject to the possibility of return/refund, as determined by the Company in its sole discretion; and
* Employed: You are an employee of the Company actively at work and performing to the Company’s satisfaction on the date a commission is determined to be earned in accordance with the terms herein.

Once all of these factors are met to the Company’s satisfaction, the commission will be considered “***Earned***,” and will be paid no later than the next regularly scheduled payroll period.

[OPTIONAL: The Company may decide to provide you with an advance on future commissions to be Earned, based on sales that are booked (as defined above) and approved by the Company, but for which some of the additional elements for Earning have yet to be met. Any such advance amounts will be offset against future commission payments and/or advances. In the event an advance paid to you prior to the date of your termination of employment (for any reason) exceeds the amount you have actually Earned at the time of your termination of employment, you agree to repay the amount of any such advance which was not Earned within 30 days after your termination date.]

If your employment is terminated for any reason or no reason, whether voluntary or involuntary and whether with or without cause, you will not be paid for any commission not already Earned prior to the date of termination. Any commission which was Earned by you prior to your termination date will be paid in the manner and on the date commissions are otherwise paid, or in accordance with applicable law but in no event later than March 15 of the year following the calendar year in which your termination occurs.

The Company reserves the right to amend or terminate your commission eligibility at any time in its sole discretion, without your consent. Any such amendments will be presented to you in writing. If you have any questions or concerns about how your commission will be calculated, or if you have any disputes relating to commission payments, you shall submit such concerns in writing to the Company’s [CEO] who will provide you with a written response, which shall be final and binding.

Further, should you accept this offer, we will recommend to the Board that you be granted an option under the Plan covering [\_\_] shares of our Common Stock (the “***Option***”). The Option would be made pursuant to terms and conditions of our current equity incentive plan (the “***Plan***”) and a stock option agreement thereunder that would be provided to you at the time of grant. The Option would be subject to vesting over 4 years, beginning with your start date, with 25% vesting on the first anniversary of your actual start date and 1/48th of the total shares vesting each month thereafter. All vesting is subject to your being employed on each such vesting date. The Option will be granted with an exercise price equal to the fair market value of the Common Stock on the date of grant as determined by the Board in accordance with Section 409A of the Internal Revenue Code of 1986, as amended.

In addition to your salary and any incentive compensation described in this letter, as our employee, you are also entitled to participate in any group medical, dental, life insurance and disability insurance plans or similar benefit plan of the Company, if any, to the extent you are eligible to do so, subject to the rules and regulations applicable thereto. The details of these benefits will be provided to you if and as such benefit plans and programs are adopted. Please be aware that the Company reserves the right at any time to cancel or change any benefit plans or programs it may offer.

As a Company employee, you will be expected to abide by Company rules and regulations, including, but not limited to, the Company’s rules of conduct which are included in the Employee Handbook which the Company has distributed to you. Your out of office time will also be subject to the Employee Handbook. You should note that the Company may modify job titles, duties, salaries, and benefits from time to time as it deems necessary.

If you accept this offer, you should be aware that your employment with the Company will continue to be for no specified period and constitutes at will employment. This means that you are free to resign at any time, for any reason or for no reason, and similarly, that the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give us at least two weeks’ notice.

We also continue to ask that, if you have not already done so, you disclose to us any and all agreements or arrangements relating to your prior employment (or service as a consultant) that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is our understanding that any such agreements and arrangements will not prevent you from fully performing the duties of your position or from entering into and complying with the agreement described in the next paragraph, and you represent that such is the case. In addition, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly or indirectly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third-party confidential information, including that of any former employer or client, to the Company’s premises, and you also agree that in performing your duties for the Company you will not in any way utilize any such information.

As a condition of your employment, you have signed and must continue to comply with the our At‑Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non‑disclosure of our proprietary information. This agreement also provides that, in the event of any dispute or claim relating to or arising out of our employment relationship with us, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion, (iv) the arbitration shall provide for adequate discovery, and (v) the Company shall pay all the arbitration fees, except an amount equal to the filing fees you would have paid had you filed a complaint in a court of law.

We believe that your talents and energy will contribute to the Company’s success going forward. To indicate your acceptance of all of the terms and conditions of this Amended Offer Letter, please sign and date this letter in the space provided below and return it to me. A duplicate original is enclosed for your records. This offer letter, along with the Company’s At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement, set forth the terms of your employment with the Company and supersede any prior representations or agreements, whether written or oral, or whenever made, including, but not limited to, your original offer letter dated [\_\_\_\_\_]. This letter, including the at-will nature of your employment, may not be modified or amended except by a written agreement, signed by an executive officer of the Company and you. **This offer will terminate if it is not accepted, signed and returned by [\_\_\_\_\_\_].**

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[\_\_\_\_\_\_\_\_]

[Title of Company Officer]

Agreed to and Accepted:

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Enclosure:

Duplicate Amended Offer Letter