

EMPLOYMENT AGREEMENT

PARTIES

This Employment Agreement (the "Agreement") is entered into on January 15, 2024, between:

- **TechCorp Solutions Inc.**, a Delaware corporation with its principal place of business at 123 Innovation Drive, San Francisco, CA 94105 (the "Company")
- **Sarah Johnson**, residing at 456 Oak Street, San Francisco, CA 94102 (the "Employee")

POSITION AND DUTIES

The Employee shall serve as Senior Software Engineer, reporting directly to the Director of Engineering. The Employee's duties shall include but not be limited to:

- Developing and maintaining web applications
- Collaborating with cross-functional teams
- Participating in code reviews and technical discussions
- Mentoring junior developers

COMPENSATION AND BENEFITS

Base Salary

The Employee shall receive an annual base salary of \$120,000 USD, payable in bi-weekly installments of \$4,615.38 USD.

Performance Bonus

The Employee shall be eligible for an annual performance bonus of up to 20% of base salary, payable by March 31st of the following year.

Equity Compensation

The Employee shall receive 1,000 restricted stock units (RSUs) vesting over 4 years with a 1-year cliff.

Benefits

- Health insurance coverage for Employee and dependents
- 401(k) matching up to 6% of salary
- 20 days of paid time off annually
- Professional development budget of \$5,000 USD per year

TERM AND TERMINATION

Term

This Agreement shall commence on February 1, 2024, and continue until terminated by either party.

Termination by Company

The Company may terminate this Agreement:

- Without cause with 30 days written notice
- Immediately for cause, including but not limited to:
 - Violation of company policies
 - Poor performance after written warning
 - Misconduct or unethical behavior

Termination by Employee

The Employee may terminate this Agreement with 30 days written notice.

Severance

Upon termination without cause, the Employee shall receive:

- 3 months of base salary as severance
- Continued health benefits for 3 months
- Pro-rated bonus for the current year

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Employee agrees to maintain strict confidentiality of all proprietary information and assigns all intellectual property created during employment to the Company.

NON-COMPETE

For a period of 12 months following termination, the Employee shall not work for direct competitors within a 50-mile radius of San Francisco.

GOVERNING LAW

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

SIGNATURES

TechCorp Solutions Inc. By: _____ Date: January 15, 2024

Sarah Johnson Signature: _____ Date: January 15, 2024