

# Legal Document

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into on January 1, 2024, between TechCorp Industries Inc., a Delaware corporation ("Company"), and Sarah Johnson ("Employee").

## ARTICLE 1 - EMPLOYMENT AND DUTIES

### 1.1 Position and Responsibilities

The Company hereby employs Employee as Senior Software Engineer. Employee shall report to the Chief Technology Officer and shall perform such duties and responsibilities as may be assigned by the Company.

### 1.2 Full-Time Employment

Employee agrees to devote full business time, attention, and energies to the business of the Company and shall not engage in any other business activity without the prior written consent of the Company.

## ARTICLE 2 - COMPENSATION AND BENEFITS

### 2.1 Base Salary

Employee will receive a base salary of \$120,000 per year, payable bi-weekly in accordance with the Company's standard payroll procedures.

### 2.2 Performance Bonus

Employee may be eligible for an annual performance bonus based on individual and company performance, with a target bonus of 15% of base salary.

### 2.3 Benefits Package

Employee is entitled to participate in the Company's benefit programs including:

- Health insurance with 90% premium coverage by Company
- Dental and vision insurance
- 401(k) retirement plan with 4% company matching
- 20 days paid vacation annually
- 10 sick days annually
- Professional development budget of \$3,000 per year

## ARTICLE 3 - CONFIDENTIAL INFORMATION

### 3.1 Definition of Confidential Information

Employee acknowledges that during employment, they will have access to confidential and proprietary information including but not limited to:

- Trade secrets and proprietary software code
- Customer lists and contact information
- Financial information and business strategies
- Product development plans and technical specifications
- Marketing strategies and competitive analysis

### 3.2 Confidentiality Obligations

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Employee agrees to:

- Maintain strict confidentiality of all proprietary information
- Not disclose confidential information to any third party
- Not use confidential information for personal benefit
- Return all confidential materials upon termination of employment

## 3.3 Survival of Obligations

The confidentiality obligations shall survive termination of this Agreement for a period of five (5) years.

## ARTICLE 4 - INTELLECTUAL PROPERTY

### 4.1 Work Product Ownership

All work products, inventions, discoveries, and intellectual property created by Employee during the course of employment shall be the exclusive property of the Company.

### 4.2 Assignment of Rights

Employee hereby assigns to the Company all rights, title, and interest in and to any work products, patents, copyrights, trademarks, and trade secrets developed during employment.

### 4.3 Cooperation

Employee agrees to cooperate with the Company in obtaining and maintaining intellectual property protection for work products.

## ARTICLE 5 - TERMINATION

### 5.1 Termination by Company

The Company may terminate this Agreement:

- At any time with thirty (30) days written notice without cause
- Immediately for cause, including but not limited to:
  - \* Material breach of this Agreement
  - \* Conviction of a felony or crime involving moral turpitude
  - \* Willful misconduct or insubordination
  - \* Violation of Company policies or confidentiality obligations
  - \* Failure to perform duties after written warning

### 5.2 Termination by Employee

Employee may terminate this Agreement by providing thirty (30) days written notice to the Company.

### 5.3 Severance Benefits

If terminated by the Company without cause, Employee shall receive:

- Continuation of base salary for sixty (60) days
- COBRA health insurance premium payments for three (3) months
- Accrued but unused vacation pay

### 5.4 Return of Company Property

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Upon termination, Employee must immediately return all Company property including computers, mobile devices, access cards, and confidential documents.

## ARTICLE 6 - NON-COMPETE AND NON-SOLICITATION

### 6.1 Non-Compete Restriction

For twelve (12) months following termination, Employee shall not directly or indirectly compete with the Company's business within the geographic area where the Company conducts business.

### 6.2 Non-Solicitation of Employees

For eighteen (18) months following termination, Employee shall not solicit, recruit, or hire any Company employees or contractors.

### 6.3 Non-Solicitation of Customers

For twelve (12) months following termination, Employee shall not solicit or attempt to divert any Company customers or clients.

## ARTICLE 7 - DISPUTE RESOLUTION

### 7.1 Arbitration

Any disputes arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

### 7.2 Governing Law

This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles.

## ARTICLE 8 - MISCELLANEOUS

### 8.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

### 8.2 Amendment

This Agreement may only be amended by written agreement signed by both parties.

### 8.3 Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### 8.4 Notice

All notices required under this Agreement shall be in writing and delivered by certified mail, email, or personal delivery.

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

# Legal Document

TECHCORP INDUSTRIES INC.

EMPLOYEE

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

Michael Chen

Chief Executive Officer

Sarah Johnson

Employee

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

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