**EMPLOYMENT AGREEMENT**

{{current\_date}}

{{full\_name}}

{{current\_address}}

Via email: {{email}}

Dear {{first\_name}}

,

It is my pleasure to offer you the position of {{job\_title}} at Soladis Inc, a Delaware corporation (the “**Company**”), effective as of June 16, 2025 (the “**Effective Date**”).

This offer letter (the “**Agreement**”) will outline the terms of your employment.

Your start date will be {{start\_date}} (tentative start date). On your first day of employment, you are expected to complete an I-9 form and provide us with the proper supporting identification to establish identity and employment eligibility. The Company’s offer to hire you is contingent upon, and conditioned by, your submission of satisfactory proof of your identification and your legal authority to work in the United States.

You will be working on clients’ site (within 50-mile radius from Boston, MA), or from home, or hybrid, or at such other place the Company may from time to time require for business reasons.

**Responsibilities:**

You will perform the duties of {{job\_title}} for the Company in accordance with the policies of the Company in effect at the time, faithfully and to the best of your ability.

You will report to {{supervisor\_full\_name}} (your “**Supervisor**”).

Your main duties and functions include, but are not limited to, the following:

{{main\_duties}}

No general working hours have been set, and you are expected to work the hours that are required to perform your duties satisfactorily and using your full time and best efforts. This is an exempt position, so you will not receive separate or additional remuneration for work in excess of 40 hours per week. You agree not to accept any other paid work with another company unless previously approved by the Company.

**Salary:**

You will be paid a salary at the gross annual rate of {{annual\_gross\_salary}}, paid according to the Company’s payroll practice in arrears (or otherwise in accordance with the applicable payroll policies of the Company). All salary payments shall be subject to relevant federal, state, and local withholding taxation (“**Base Salary**”).

**Benefits:**

You shall be entitled to participate in the employee benefit plans, policies, programs and arrangements, as may be established, amended, or terminated from time to time by the Company in its sole discretion and that are provided generally to employees of the Company, to the extent that you meet the eligibility requirements for any such plan, policy, program or arrangement. The foregoing shall not be construed to require the Company to establish and/or maintain any such plans or to prevent the Company from modifying or terminating such plans at any time (pursuant to their terms) in the Company’s sole discretion.

**401(k) Plan:**

The Company will match 100% of employees’ contributions up to 4% the participant’s earnings. The plan design may be modified by the Company from time to time at its sole discretion.

**Paid Time Off:**

You will start accruing paid time off from the Effective Date. Paid time off may be used for vacation or illness. Vacation days must be requested by you, in writing, and previously approved by your Supervisor. You must provide adequate notice of vacation to permit the Company to make appropriate plans to cover for your absence. You will accrue paid time off at the rate of 20 days per year (1.67 days per month). For the avoidance of doubt, you shall not accrue more than 25 days of unused paid time off and will stop accruing any paid time off if you reach that threshold.

**Holidays:**

You shall be entitled to the following holidays:

* New Year’s Day – January 1st or the first Monday of the year
* Memorial Day – Last Monday in May
* 4th of July
* Labor Day – First Monday in September
* Juneteenth – June 19 (if on weekend, the preceding Friday or following Monday whichever is the closest)
* Thanksgiving – Fourth Thursday of November and following Friday (2 days)
* Christmas – December 24th and 25th (if on weekend, the preceding Friday and following Monday (2 days)

**Employment Relationship:**

Your employment with the Company shall be “at will”, meaning that either you or the Company may terminate your employment at any time, for any reason, with or without cause and with or without prior notice.

Inventions:

You hereby agree that any and all improvements, inventions, discoveries, developments, creations, formulae, processes, methods, designs and works of authorship, and any documents, things, or information relating thereto, whether patentable or not (individually and collectively, “Work Product”) within the scope of or pertinent to any field of business or research in which the Company or any of its affiliates is engaged or, to your knowledge, is considering engaging, which you may conceive or make, or may have conceived or made during the term of your employment, whether before or after the date hereof and whether alone or with others, at any time during or outside of normal working hours, and all intellectual property and other proprietary rights attached thereto (including any and all goodwill related thereto or resulting therefrom) shall be and remain the sole and exclusive property of the Company. The Company shall have the full right to use, assign, license or transfer all rights to or relating to Work Product. You shall, whenever reasonably requested to do so by the Company (whether during the term of your employment or thereafter), at the Company’s expense, execute any and all applications, assignments, or other instruments, and, with due consideration for your obligations with respect to any new employment or business activity after your term of employment, do all other things (including giving testimony in any legal proceeding) which the Company may deem necessary or appropriate in order to (a) apply for, obtain, maintain, enforce, or defend letters, patents, trademarks or copyright registrations in the United States or any other country for any Work Product, or (b) assign, transfer, convey, or otherwise make available to the Company any right, title or interest which you might otherwise have in any Work Product. You shall promptly communicate, disclose, and, upon request, report upon and deliver all Work Product to the Company, and shall not use or permit any Work Product to be used for any purpose other than on behalf of the Company and its affiliates, whether during the term of your employment or thereafter. As to any intellectual property rights used by you while performing your duties and responsibilities hereunder, whether such rights are vested or pending, which you own or control in whole or in part and solely to the extent that such rights are not Work Product, you do not assign such rights to the Company but you do grant to the Company (or its designee) a non-exclusive, non-transferable (except to any affiliate of the Company), perpetual, irrevocable, royalty-free, world-wide license thereto with the right to sublicense, make, have made, use, sell, offer to sell, import, reproduce, have reproduced, prepare derivative works of, distribute, and otherwise dispose of any product or documents in relation therewith.

**Unfair Competition**

The Company may, at its sole discretion, at any time up to and including the tenth (10th) day after the termination of your employment hereunder for any reason whatsoever, give you written notice of the Company’s election to require you to adhere to the covenants and limitations set forth in this section (the “Unfair Competition Election”). Such Unfair Competition Election notice shall specify a period of up to twelve (12) months following the termination of your employment (the “Unfair Competition Period”). Through the end of the Unfair Competition Period, you shall not, without the prior written consent of the Company, directly or indirectly and whether as shareholder, member, partner, or principal, or as agent, employee, executive, officer, director, consultant, independent contractor, or otherwise, alone or in association with any other person, carry on, or be engaged, concerned with, or take part in, or render services to, or own, share in the earnings of, or invest in the stocks, bonds, or other securities of, any person or business entity engaged in the treatment of Life Sciences Consulting business conducted by the Company or any other business conducted by the Company or its affiliates at any time during the two (2) years prior to your last day of employment with the Company (collectively, the “Restricted Business”), (a) in the State of Massachusetts, (b) anywhere within a 100-mile radius of any other location where you had operating responsibility for the Company or any of its affiliates at any time during your term of employment; provided that the direct or indirect ownership by you as an inactive investor of not more than three percent (3%) of the outstanding voting securities of an entity listed for trading on a national stock exchange shall not be deemed a violation of the provisions of this Agreement. As additional consideration and compensation to you, subject to your adherence to the covenants and limitations set forth in this section, the Company shall, for and during the Unfair Competition Period, continue to pay compensation you at the rate equal to eighty percent (80%) of your Base Salary, subject to applicable withholding and in accordance with the Company’s regular payroll practices.

**Non-Solicitation:**

During the period of twelve (12) months following the termination of your employment hereunder for any reason whatsoever, you shall not, as shareholder, member, partner, principal, or as agent, employee, executive, officer, director, consultant, independent contractor or otherwise, for yourself or on behalf of any other person or entity (except the Company or any of its affiliates, in either case at the Company’s request), directly or indirectly, (a) approach or solicit business from any person or entity which, at any time during the two (2) years prior to the termination of your employment with the Company, was a customer or supplier of the Company or any of its affiliates in connection with its regular business activities; (b) hire, approach, counsel, or attempt to induce any person who, at any time during your employment with the Company, was employed by the Company or any of its affiliates for which you had operating responsibilities, to leave such employment; or (c) aid, assist, or counsel any other person, firm, or corporation to do any of the above.

**Non-Disparagement:**

You shall not, during your employment with the Company or at any time thereafter, disparage the business of the Company or any of its affiliates.

Confidentiality:

You recognize and acknowledge that the business of the Company is highly competitive and that during your employment you may have access to, and be entrusted with, technical, proprietary, sales, legal, intellectual property, and financial data and information, including, without limitation, business plans and media and communications projects, with respect to the affairs and business of the Company, its affiliates, subsidiaries, customers, partners, and suppliers, all of which such data and information, whether documentary, written, oral (whether in a professional or personal setting), or computer generated, shall be deemed to be, and referred to as, collectively, the “Confidential Information”, except for such information which is now, or hereafter becomes, available in the public domain, or is generally known, or hereafter becomes known, in the industry, through no fault of yours. During your employment and at any time thereafter, you shall not use the Confidential Information for your own use or for any purpose except the performance of your position as consultant. During your employment and at any time thereafter, you shall not disclose Confidential Information to any person without the prior written consent of the Company, upon such terms and conditions to be set forth by the Company. You agree to use not less than a reasonable degree of care to protect the secrecy of the Confidential Information, and you will promptly advise the Company in writing of any misappropriation or misuse by any person of Confidential Information which may come to your attention. At any time upon the Company’s request, you shall promptly return any materials or documents of the Company that have been provided to you, accompanied by all copies thereof.

Materials, Records and Documents:

Any and all samples, advertising materials, written materials, records and documents made by you or coming into your possession during your employment or thereafter, concerning the business or affairs of the Company or any of its affiliates, together with all intellectual and industrial property rights attached thereto and all Confidential Information, shall be the sole and exclusive property of the Company; and, at any time during your employment at the request of the Company or upon termination of your employment, you shall promptly deliver the same to the Company, including, without limitation, Information, customer lists, sales records, technical information and data, software, manuals, correspondence, notes, reports, papers and other documents (together with any summaries, extracts or copies thereof), Company car, keys, credit cards and passes. You must not retain copies of any Company property in any form. You must, if so required by the Company, confirm in writing that you have complied with your obligations under this provision. You shall render to the Company such reports of the activities undertaken by you or conducted under your direction pursuant hereto during your employment as the Company may reasonably request.

**Applicable Law:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Massachusetts applicable to contracts executed and fully performed within the State of Massachusetts excluding any conflicts of law or principles that might refer the governance or construction of this Agreement to the laws of any jurisdiction other than the State of Massachusetts.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and to the fullest extent possible, reflects the intention of the parties.

**Contingency of Employment:**

This Agreement and your employment with the Company are contingent upon the successful completion of a background check and drug test. If the results of these checks are unsatisfactory or reveal information that disqualifies you from employment, the Company reserves the right to withdraw this offer of employment or terminate your employment at any time, in accordance with applicable federal and state laws.

Please sign and return to me the enclosed copy of this Agreement.

On behalf of everyone at the Company we look forward to a mutual collaboration and to your contribution in expanding our team and developing our business.

Very truly yours,

COMPANY

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

Name: Mickael PRETOT

Title: CEO

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

I hereby accept the offer described in this letter on the conditions described herein:

{{full\_name}}

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

Signature

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

Date