

## 1. Position and Duties

- **Contract Position:** The Employee will be employed as a Senior Software Engineer.
  - **Contract Duties:** The Employee will perform duties such as software development, project management, and client liaison.
  - **Contract Commitment:** The Employee agrees to devote full-time efforts to the Employer's business and will not engage in other employment without written consent.
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## 2. Salary and Compensation

- **Contract Salary:** The Employee will receive an annual salary of \$90,000, payable bi-weekly.
  - **Bonus:** There is no performance-based bonus stated in the contract.
  - **Benefits:** The Employee is provided with health insurance (medical, dental, and vision), 20 days of paid time off (PTO), and retirement benefits (401(k)) with a company match of up to 5%.
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## 3. Work Hours and Location

- **Contract Work Hours:** The Employee's regular work hours will be 40 hours per week, Monday to Friday, from 9:00 AM to 6:00 PM.
  - **Location:** The Employee will work from the Employer's office in San Francisco, California, but remote work may be approved at the Employer's discretion.
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## 4. Term and Termination

- **Term:** The Agreement begins on January 1, 2024, and continues indefinitely unless terminated by either party.
  - **Termination for Cause:** The Employer can terminate the contract immediately for misconduct, failure to perform duties, or breach of confidentiality.
  - **Termination Notice:** Either party may terminate the contract with 45 days' written notice.
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## 5. Confidentiality and Non-Disclosure

- **Confidentiality:** The Employee agrees to keep all information about the Employer's business confidential during and after employment.
- **Non-Disclosure:** The Employee shall not disclose or use confidential information for personal gain.

- **Return of Property:** Upon termination, the Employee agrees to return all company property, including documents, files, and electronic devices.
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## **6. Non-Compete**

- **Contract Non-Compete Duration:** The Employee agrees not to work for a direct competitor of the Employer in the San Francisco Bay Area for one year after termination.
  - **Contract Non-Solicitation:** The Employee agrees not to solicit the Employer's clients or employees during the one-year non-compete period.
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## **7. Intellectual Property**

- **Contract Ownership of IP:** The Employee agrees that all inventions, designs, software, or intellectual property created during the term of employment will be owned exclusively by the Employer.
  - **Assistance:** The Employee agrees to assist the Employer in securing patents, copyrights, or other legal protections for any inventions or works created during their employment.
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## **8. Dispute Resolution**

- **Contract Arbitration:** Any dispute arising under this Agreement will be resolved through arbitration as per the rules of the American Arbitration Association.
  - **Location:** The arbitration will occur in San Francisco, California, and the decision of the arbitrator will be final and binding.
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## **9. General Terms**

- **Contract Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements.
- **Contract Amendments:** Any amendment to this Agreement must be in writing and signed by both parties.
- **Contract Severability:** If any provision of this Agreement is invalid or unenforceable, the rest of the Agreement remains in full force and effect.