

## **1. Position and Duties**

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

- **Expected Salary:** The Employee will receive a salary of \$85,000 per annum, payable bi-weekly.
  - **Bonus:** The Employee is eligible for a performance-based bonus of up to 15% of the annual salary based on performance reviews.
  - **Benefits:** The Employer will provide health insurance, 20 days of paid time off (PTO), and retirement benefits (401(k)) with a company match up to 5%.
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## **3. Work Hours and Location**

- **Expected Work Hours:** The Employee's regular work hours will be 40 hours per week, Monday through Friday, from 9:00 AM to 5:00 PM.
  - **Location:** The Employee will work from the Employer's office in San Francisco, California, but the Employer may approve remote work arrangements.
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## **4. Term and Termination**

- **Term:** The Agreement commences on January 1, 2024, and continues indefinitely unless terminated by either party with a 30 days' written notice.
  - **Termination for Cause:** The Employer may terminate the contract immediately for misconduct, failure to perform duties, or breach of confidentiality.
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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**

- **Non-Compete Duration:** The Employee agrees not to work for any direct competitor of the Employer in the San Francisco Bay Area for one year after termination.
  - **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**

- **Ownership of IP:** The Employee agrees that any inventions, designs, software, or other intellectual property developed during employment will be the exclusive property of the Employer.
  - **Assistance:** The Employee agrees to assist the Employer in securing patents, copyrights, or other legal protection for any inventions or works created during employment.
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## **8. Dispute Resolution**

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

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