

## 1. Position and Duties

- **Position:** Senior Software Engineer
  - **Duties:** Software development, project management, and client liaison.
  - **Full-Time:** The Employee is expected to devote full-time efforts to the Employer's business.
  - **No Outside Employment:** Employee cannot engage in other employment without written consent.
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## 2. Salary and Compensation

- **Salary:** \$85,000 per annum, payable bi-weekly.
  - **Bonus:** Eligible for a performance-based bonus of up to 15% of the annual salary.
  - **Benefits:** Health insurance (medical, dental, vision), 20 days of paid time off (PTO), and retirement benefits (401(k)) with a 5% company match.
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## 3. Work Hours and Location

- **Work Hours:** 40 hours per week, Monday to Friday, from 9:00 AM to 5:00 PM.
  - **Location:** The Employee will work from the Employer's office located in San Francisco, CA, unless remote work is approved.
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## 4. Term and Termination

- **Term:** Indefinite term, commencing on January 1, 2024.
  - **Termination Notice:** Either party can terminate with 30 days' written notice.
  - **Immediate Termination:** Employer may terminate immediately for cause (misconduct, failure to perform duties, breach of confidentiality).
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## 5. Confidentiality and Non-Disclosure

- **Confidentiality:** The Employee agrees to keep all business, client, and proprietary information confidential during and after employment.
  - **Return of Property:** The Employee agrees to return all company property upon termination.
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## 6. 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.

- **Non-Solicitation:** The Employee agrees not to solicit the Employer's clients or employees during the non-compete period.
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## 7. Intellectual Property

- **Ownership:** All inventions, designs, software, and intellectual property developed during the term of employment are the exclusive property of the Employer.
  - **Patent Assistance:** The Employee agrees to assist the Employer in securing legal protection for inventions and works created during employment.
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## 8. Dispute Resolution

- **Arbitration:** Any dispute will be resolved through arbitration under the American Arbitration Association rules.
  - **Location:** Arbitration will take place in San Francisco, California.
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## 9. General Terms

- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties.
- **Amendments:** Any changes must be in writing and signed by both parties.
- **Severability:** If any provision is deemed invalid, the remainder of the Agreement will remain in effect.