

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of [Effective Date], by and between TechNova Solutions, Inc., a Delaware corporation (the "Company"), and [Employee Name] (the "Employee").

1. **POSITION; AT-WILL EMPLOYMENT** The Employee shall serve in such capacity as determined by the Company. The Employee's employment is "at-will" and may be terminated by the Company at any time, for any reason or no reason, without notice or severance. The Company may change the Employee's job duties, title, salary, or location at its sole discretion.

2. **COMPENSATION** The Company shall pay the Employee a base salary of \$50,000 per year, payable in accordance with Company payroll practices. The Company may, in its sole discretion, withhold, offset, or deduct any amounts from compensation, including amounts for damages allegedly caused by the Employee. Overtime shall not be compensated unless required by applicable law, and any overtime must be pre-approved in writing by the Company.

3. **ASSIGNMENT OF INVENTIONS AND INTELLECTUAL PROPERTY** Employee hereby assigns and agrees to assign to the Company all rights, title and interest in and to any and all inventions, discoveries, designs, works of authorship, ideas, improvements or trade secrets conceived, developed or reduced to practice, whether alone or with others, during the term of employment and thereafter that relate in any way to the Company's business or actual or anticipated research and development. Employee irrevocably waives any moral rights or similar rights to such works.

4. **CONFIDENTIALITY; NON-DISCLOSURE** Employee shall keep strictly confidential all Confidential Information (broadly defined to include any and all non-public information). Employee shall not disclose, use, or permit the use of any Confidential Information, except as expressly permitted by the Company. This obligation is perpetual and survives termination for any reason.

5. **NON-COMPETE; NON-SOLICIT** During employment and for five (5) years following termination for any reason, Employee shall not, directly or indirectly, engage in, assist, or have any interest in any business that competes with the Company anywhere in the world. Employee further agrees not to solicit, hire, or contact any of the Company's employees, contractors, or customers for five (5) years after termination.

6. **INDEMNIFICATION; LIABILITY** Employee shall indemnify, defend, and hold harmless the Company and its officers, directors, and agents from and against all claims, demands, losses, liabilities, damages, costs, and expenses (including attorneys' fees) arising out of or related to the Employee's breach of this Agreement, negligence, willful misconduct, or other acts or omissions. The Company's liability for any claim arising out of this Agreement shall be limited to actual direct damages and shall exclude consequential, incidental, special, or punitive damages to the fullest extent permitted by law.

7. **TERMINATION; NO SEVERANCE** The Company may terminate Employee's employment at any time without cause, and no severance or termination pay is due unless expressly provided in writing by the Company. Employee expressly waives any entitlement to severance or post-termination benefits.

8. **ARBITRATION; JURY TRIAL WAIVER; VENUE** Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved exclusively by binding arbitration in the State of Delaware, under the rules of the American Arbitration Association. Employee irrevocably waives any right to a jury trial and to participate in any class or collective action.

9. **LIQUIDATED DAMAGES; REMEDIES** In the event Employee breaches the non-compete, non-solicitation, or confidentiality provisions, Employee shall pay liquidated damages in an amount equal to two (2) times the Employee's annual base salary at the time of breach, plus attorneys' fees and costs. The parties agree that such amount is a reasonable estimate of the damages and is not a penalty.

10. **MISCELLANEOUS** (a) Entire Agreement. This Agreement constitutes the entire agreement between the parties. (b) Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of laws. (c) Severability. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect. (d) Amendments. No amendment shall be effective unless in writing and signed by an authorized officer of the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY: TechNova Solutions, Inc.

By: _____ Date: _____ Name: _____
Title: _____

EMPLOYEE: By: _____ Date: _____ Name: _____
