# [COMPANY NAME]

[Date]

[***VIA ELECTRONIC MAIL***]

Dear [Employee First Name]:

[Company Name], a [Delaware corporation] (the “**Company**”), is pleased to offer you employment with the Company on the terms described below.

1. **Position.** You will serve as [Title] reporting to the Company’s [Supervisor Title].
2. **Compensation.** You will earn an annual salary of $[Annual Salary] which will be paid in accordance with the Company’s standard payroll policies and subject to applicable withholdings and other required deductions.
3. [***If eligible for annual bonus:*** **Bonus Eligibility.** In addition to your base salary, you will be eligible for a discretionary annual bonus, which is based on Company and individual performance. To earn and be eligible to receive a bonus payment, you must continue to be an employee in good standing on the date that the bonus is paid.]
4. **Equity.** Subject to approval by the Company’s Board of Directors (the “**Board**”), the Company will award you the opportunity to acquire [Number] shares of the Company’s Common Stock [***Optional – Add only if assurance of ownership percentage is requested:*** (equal to [Percentage]% of the Company’s fully diluted capitalization as of the date hereof)] (the “**Equity**”). One-fourth (1/4th) of the Equity will vest on the date that is twelve (12) months after your start date with the Company and an additional one-forty-eighth (1/48th) of the Equity will vest on the corresponding day of each month thereafter (and if there is no corresponding day, the last day of such month), subject to your continuous service with the Company through each vesting date. The purchase or exercise price per share, or per share value of the Equity, will be equal to the fair market value per share of the Company’s Common Stock on the date the Equity is granted, as determined by the Board in good faith. There is no guarantee that the Internal Revenue Service will agree with this value. You should consult with your own tax advisor concerning the tax consequences associated with accepting the Equity. The Equity will be subject to the terms and conditions set forth in the Company’s equity incentive plan (the “**Plan**”) and the Company’s standard forms of agreements under the Plan. The Company reserves the right to award the Equity as a stock option, a stock purchase right, or a restricted stock award. Subject to the discretion of the Board, you may be eligible to receive additional awards of equity from time to time in the future, on such terms and subject to such conditions as the Board will determine as of the date of any such grant. You hereby acknowledge and agree that nothing contained herein confers upon you any right to any additional awards of equity, and that whether the Board awards you any additional equity and the amount of any such equity awards will be determined by the Board in its sole discretion.
5. **Employee Benefits.** As a regular employee of the Company, you will be eligible to participate in the employee benefit plans, if any, currently and hereafter maintained by the Company and generally available to similarly situated employees of the Company, subject in each case to the terms and conditions of the plan in question, including any eligibility requirements set forth therein, and the determination of any person or committee administering the plan. You should note that the Company may modify job titles and salaries and modify or terminate benefits from time to time as it deems necessary or appropriate.
6. **Confidential Information and Invention Assignment Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company’s standard Confidential Information and Invention Assignment Agreement.
7. **Other Agreements.** We ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. By signing this letter, you confirm with the Company that you will be under no contractual or other legal obligations that would prohibit you from performing your duties with the Company as of your start date. You agree not to bring any third-party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.
8. **Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be “at will,” meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause or notice. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this term. As a Company employee, you will be expected to abide by the Company’s rules and standards. Although your job duties, title, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and the Company’s Chief Executive Officer.
9. **Withholding and Required Deductions.** All forms of compensation referred to in this letter are subject to all withholding and any other deductions required by applicable law.
10. **Immigration Reform and Control Act (IRCA) Compliance.** Under the IRCA, our Company is required to verify the identity and work authorization for all employees. Therefore, you will be required to complete a Form I-9 and supply acceptable forms of supporting documentation no later than your third day of employment. [***Optional – Add only if E-Verify is used:*** You should also be aware that the Company will confirm your I-9 information through the government’s E-Verify system.]
11. **Miscellaneous.** This letter, along with any agreements relating to confidential information and proprietary rights between you and the Company, sets forth the terms of your employment with the Company and supersedes any prior representations or agreements including, without limitation, any representations made during your recruitment, interviews or pre‑employment negotiations, whether oral, written or implied.

[*Remainder of Page Intentionally Left Blank.*]

If you wish to accept this offer, please sign and date this letter and return it to me. You will be required to sign the Company’s Confidential Information and Invention Assignment Agreement on or before your start date. This offer, if not accepted, will expire at the close of business on [**Expiration Date**]. If you accept our offer, we would like your start date to be [**Start Date**].

We look forward to your favorable reply and to working with you!

Sincerely,

**[COMPANY NAME]**

By:

[Officer Name]

[Officer Title]

ACCEPTED AND AGREED:

**[EMPLOYEE NAME]**

Sign:

Date:

Email:

Address: