**[Company Letterhead]**

**[Address]**

[\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_]

**[Name]**

**[Street Address]**

**[Town, State Zip]**

Dear [\_\_\_\_\_\_\_\_\_\_\_\_\_\_]:

On behalf of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], a Delaware corporation (the “**Company**”), I am pleased to offer you employment with the Company. The purpose of this letter is to summarize the terms of your employment with the Company, should you accept our offer:

### You will be employed to serve on a [**FULL-TIME/PART-TIME**] basis as [**TITLE**], effective [**DATE**]. As [**TITLE**], you will be responsible for [**BRIEFLY LIST MAJOR JOB RESPONSIBILITIES**], plus such other duties as may from time to time be assigned to you by the Company.

### Your base salary will be at the rate of $[\_\_\_\_\_\_\_\_] per [**WEEKLY/MONTHLY, SEMI-MONTHLY[[1]](#footnote-1)**] pay period **[NOTE: DO NOT STATE SALARY RATE ON A PER YEAR BASIS**], subject to tax and other withholdings as required by law. Such base salary may be adjusted from time to time in accordance with normal business practice and in the sole discretion of the Company. **[OR IF THE EMPLOYEE IS NON-EXEMPT:** You will be paid **[INSERT HOURLY RATE]** per hour and will be regularly scheduled to work **[INSERT NUMBER]** hours per week. As a non-exempt employee, you will be eligible to receive overtime pay in accordance with applicable state and federal law.**]**

### **[IF APPLICABLE]** Following the end of each calendar year and subject to the approval of the Company's Board of Directors (the “**Board**”), you may be eligible for a retention and performance bonus of up to [X%] of your annualized base salary, based on your performance and the Company’s performance during the applicable calendar year, as determined by the Company in its sole discretion. In any event, you must be an active employee of the Company on the date the bonus is distributed in order to be eligible for and to earn any bonus award, as it also serves as an incentive to remain employed by the Company. Any bonus would be pro-rated for the [Insert Year] calendar year.

### You may participate in any and all bonus and benefit programs that the Company establishes and makes available to its employees from time to time, provided you are eligible under (and subject to all provisions of) the plan documents governing those programs. The bonus and benefit programs made available by the Company, and the rules, terms and conditions for participation in such benefit plans, may be changed by the Company at any time without advance notice.

### You may be eligible for a maximum of [\_\_] weeks of vacation per calendar year to be taken at such times as may be approved by the Company. The number of vacation days for which you are eligible shall accrue at the rate of [\_\_] days per month that you are employed during such calendar year. **[ALTERNATE FORMULATION:** You will be eligible for vacation in accordance with the Company’s vacation policy as in effect from time to time.] **[OPTIONAL OUTSIDE OF CALIFORNIA:** Any unused vacation time will be forfeited at the end of each calendar year.**] [OPTIONAL IF COMPANY OR EMPLOYEE IS LOCATED IN CALIFORNIA:** Vacation accrual will be capped at 1.5 times your annual vacation accrual. When your accrued vacation reaches the cap, you will not accrue additional vacation time until some of the previously accrued vacation is used and the accrued amount falls below the cap.**]**

### **[IF APPLICABLE]** Subject to the approval of the Board of Directors of the Company, the Company may grant to you an incentive stock option (the “**Option**”) under the Company’s 20[\_\_\_] Stock Incentive Plan (the “**Plan**”) for the purchase of an aggregate of [\_\_\_\_\_\_\_\_\_\_] shares of common stock of the Company at a price per share equal to the fair market value at the time of Board approval. The Option shall be subject to all terms, vesting schedules and other provisions set forth in the Plan and in a separate option agreement.

### **[IF APPLICABLE]** You may be eligible to receive such future stock option grants as the Board of Directors of the Company shall deem appropriate.

### **[IF APPLICABLE]** In connection with your commencement of employment with the Company, the Company will advance you a signing bonus of $[insert amount], less applicable taxes and withholdings, in the first payroll after your commencement of employment. If you resign your employment with the Company for any reason within one year following your commencement of employment, you agree to repay the Company, within 30 days following your separation date, a prorated portion of the signing bonus (based on the number of full months you worked for the Company).

### You will be required to execute an Invention and Non-Disclosure Agreement and a Non-Competition and Non-Solicitation Agreement in the forms attached as Exhibit A and Exhibit B, as a condition of employment [**FOR CALIFORNIA:** You will be required to execute a Proprietary Rights, Non-Disclosure and Developments, Agreementin the forms attached as Exhibit A as a condition of employment.] [***Insert if requiring a Massachusetts new hire to sign a non-compete***: You acknowledge that your receipt of the [[grant of equity][signing bonus] set forth in Paragraph [#] of this offer letter] **OR** [garden leave set forth in the Non-Competition and Non-Solicitation Agreement] is contingent upon your agreement to the non-competition provisions set forth in the Non-Competition and Non-Solicitation Agreement. You further acknowledge that such consideration was mutually agreed upon by you and the Company is fair and reasonable in exchange for your compliance with such non-competition obligations.].

### You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing (or that purports to prevent) you from entering into employment with or carrying out your responsibilities for the Company, or which is in any way inconsistent with the terms of this letter.

### You agree to provide to the Company, within three days of your hire date, documentation of your eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986. You may need to obtain a work visa in order to be eligible to work in the United States. If that is the case, your employment with the Company will be conditioned upon your obtaining a work visa in a timely manner as determined by the Company.

### This letter shall not be construed as an agreement, either expressed or implied, to employ you for any stated term, and shall in no way alter the Company’s policy of employment at will, under which both you and the Company remain free to terminate the employment relationship, with or without cause, at any time, with or without notice. 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 by a written agreement signed by you and **[TITLE]**, which expressly states the intention to modify the at-will nature of your employment. Similarly, nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your employment with the Company.

### **[OPTIONAL]** In return for the compensation payments set forth in this letter, you agree to devote your full business time, best efforts, skill, knowledge, attention, and energies to the advancement of the Company's business and interests and to the performance of your duties and responsibilities as an employee of the Company and not to engage in any other business activities without prior approval from the Company.

### **[OPTIONAL]** The Company’s offer of at-will employment is contingent upon your authorization and successful completion of background and reference checks. **[INCLUDE IF USING A THIRD PARTY TO CONDUCT BACKGROUND CHECKS:** You will be required to execute authorizations for the Company to obtain consumer reports and/or investigative consumer reports and use them in conducting background checks as a condition to your employment.**]** The Company may obtain background reports both pre-employment and from time to time during your employment with the Company, as necessary.

### As an employee of the Company, you will be required to comply with all Company policies and procedures. Violations of the Company's policies may lead to immediate termination of your employment. Further, the Company's premises, including all workspaces, furniture, documents, and other tangible materials, and all information technology resources of the Company (including computers, data and other electronic files, and all internet and email) are subject to oversight and inspection by the Company at any time. Company employees should have no expectation of privacy with regard to any Company premises, materials, resources, or information.

### This offer letter is your formal offer of employment and supersedes any and all prior or contemporaneous agreements, discussions and understandings, whether written or oral, relating to the subject matter of this letter or your employment with the Company. The resolution of any disputes under this letter will be governed by the laws of the [State/Commonwealth of \_\_\_\_\_\_\_\_].

If you agree with the provisions of this letter, please sign the enclosed duplicate of this letter in the space provided below and return it to [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], by [date]. If you do not accept this offer by [date], this offer will be revoked.

Very Truly Yours,

**[COMPANY INC.]**

By:
Name:
Title:

The foregoing correctly sets forth the terms of my employment by [Company]. I am not relying on any representations pertaining to my employment other than those set forth above.

Date:

 Name:

**Exhibit A**

**[FOR cALIFORNIA: Proprietary Rights, Non-Disclosure And Developments, Agreement]**

**Invention and Non-Disclosure Agreement**

**[Exhibit B**

**Non-Competition and Non-Solicitation Agreement][[2]](#footnote-2)**

1. In Massachusetts, non-exempt employees may be paid weekly or bi-weekly and exempt employees may be paid weekly, bi-weekly, semi-monthly or, if they elect, monthly. [↑](#footnote-ref-1)
2. Delete Exhibit B reference if employee is located in California. [↑](#footnote-ref-2)