WHAT IS AT-WILL EMPLOYMENT?

This Employment Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between **[EMPLOYER NAME]**, a Corporation with its principal place of business at [EMPLOYER S BUSINESS ADDRESS] (the "Employer"), and **[EMPLOYEE NAME]**, an individual residing at [EMPLOYEE S RESIDENTIAL ADDRESS] (the "Employee"). Employer and Employee are each a "Party" and together the "Parties."

Recitals. Employer desires to employ Employee on an at-will basis, and Employee desires to accept such employment, upon the terms set forth below.

1. Position and Duties

Position. Employer hereby employs Employee as **[JOB TITLE]**.

Duties. Employee shall perform the following duties and responsibilities: [DUTIES AND RESPONSIBILITIES]

Work location. Employee shall perform services on-site at Employer's principal office or such other location as Employer may reasonably designate.

Best efforts. Employee shall perform Employee's duties faithfully, industriously, and to the best of Employee's ability, and shall devote such time as is reasonably necessary to the performance of those duties. Employee shall not, without Employer's prior written consent, engage in any outside employment, self-employment, board service, or other business activity that would materially interfere with Employee's duties, compete with Employer, or create a conflict of interest. Passive personal investments and uncompensated civic/charitable activity are permitted.

Expected schedule. Employee's expected schedule is approximately 40 hours per week.

Social media accounts. Any social media, messaging, or communications accounts (including followers, contacts, groups, or lists) created on behalf of Employer, bearing Employer's name or branding, or used primarily for Employer's business, are the sole property of Employer. On termination, Employee shall transfer all credentials, access, and content of such accounts to Employer and shall not retain copies of follower/contact lists.

Conditional offer (if applicable). If this Agreement was preceded by a conditional offer contingent on background check, drug screening, reference verification, or I-9 employment-eligibility verification, Employee confirms that all such conditions have been satisfied or will be satisfied within the time required by Employer policy and applicable law (including the FCRA, 15 U.S.C. §1681b(b)(2), where consumer reports are involved).

What-Is-At-Will-Employment-Agreement-Template.pdf • 54F8A3C8E72EDDA4D

2. At-Will Employment

At-will employment. Employee's employment with Employer is "at-will." Either Party may terminate the employment relationship at any time, with or without cause and with or without notice, subject to any express notice or severance obligations in this Agreement. Nothing herein creates a contract of employment for a definite term. At-will status may be modified only by a writing signed by an authorized officer of Employer expressly referencing this Section.

At-will carve-out. Notwithstanding the foregoing, Employer shall not terminate Employee in violation of any federal, state, or local law prohibiting discrimination (Title VII, ADEA, ADA, state FEHA / human-rights laws), retaliation for protected activity (NLRA §7, whistleblower statutes, OSHA, Sarbanes-Oxley, Dodd-Frank), or other public policy.

3. Compensation

Base salary. Employer shall pay Employee an annual base salary of **$0.00** (zero dollars and 00/100), payable Biweekly in accordance with Employer's ordinary payroll practices, less all applicable federal, state, and local withholdings.

Exempt classification. Employee is classified as exempt under 29 U.S.C. §213 and 29 C.F.R. Part 541 (salary basis and duties tests) and is not entitled to overtime compensation.

4. Benefits and Leave

Benefits. Employee shall be eligible to participate in such benefit plans as Employer maintains for similarly situated employees, subject to plan terms. Benefits currently offered include:

- Health, dental, and vision insurance (subject to plan terms and ERISA);
- Paid time off — 15 days per year, accrued under Employer's policies;
- 401(k) or retirement plan participation, subject to ERISA and plan terms;

Employer reserves the right to amend or terminate any benefit plan consistent with applicable law.

5. Confidentiality and Intellectual Property

Confidentiality. Employee acknowledges that Employee will have access to confidential and proprietary information of Employer ("Confidential Information"), including trade secrets, business plans, financial data, customer lists, pricing, marketing plans, proprietary processes, software code, research and development, and third-party information held in confidence. Employee shall: (1) hold all Confidential Information in strict confidence; (2) not disclose it to any third party without Employer's prior written consent; (3) use it only for the benefit of Employer; and (4) return or destroy all Confidential Information on termination. Obligations survive indefinitely for trade secrets and for five (5) years for other Confidential Information.

What-Is-At-Will-Employment-Agreement-Template-8K5BRH • 54F8DC9E72EDDA4D

DTSA Immunity Notice (18 U.S.C. §1833(b)). An individual shall not be held criminally or civilly liable under federal or state trade-secret law for disclosure of a trade secret that (i) is made in confidence to a government official or attorney solely for reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed under seal in a lawsuit. An individual who sues for retaliation may disclose the trade secret to the individual's attorney and use it in the court proceeding under seal.

Protected activity. Nothing in this Agreement prohibits Employee from filing charges with, or participating in investigations by, the EEOC, NLRB, SEC, OSHA, or any government agency, or from exercising rights under Section 7 of the NLRA, or from responding truthfully to a subpoena or court order.

Intellectual property assignment. All inventions, discoveries, works of authorship, designs, trade secrets, and other intellectual property created by Employee during employment within the scope of Employee's duties, using Employer's resources, or relating to Employer's business ("Work Product") shall be Employer's sole property. To the extent permitted by law, Work Product is a "work made for hire" under 17 U.S.C. §101. Employee hereby irrevocably assigns to Employer all right, title, and interest in the Work Product. Employee shall execute all documents reasonably needed to perfect Employer's ownership.

Prior Inventions (Exhibit A). IP owned by Employee before the Effective Date is excluded if identified in writing on **Exhibit A — Prior Inventions** attached hereto, on or before the Effective Date. If Exhibit A is blank or omitted, Employee represents that there are no prior inventions to exclude.

6. Restrictive Covenants

Non-solicitation. For **12 months** following termination, Employee shall not (1) solicit or induce any Employer employee or contractor to terminate their relationship with Employer; or (2) solicit business from any customer with whom Employee had material contact during the twelve (12) months preceding termination, for competitive products or services. General advertising is not a violation.

7. Expense Reimbursement

Employer shall reimburse Employee for reasonable, documented business expenses per Employer's policies and IRS accountable-plan rules (26 U.S.C. §62(c)).

8. Termination and Final Pay

Termination for cause. Employer may terminate Employee immediately for Cause, defined as: (a) material breach not cured within 30 days of written notice; (b) gross misconduct, fraud, embezzlement, or dishonesty; (c) conviction of or plea to a felony or crime of moral turpitude; (d) willful failure to perform duties; or (e) violation of Employer's material written policies.

Voluntary resignation. Employee may resign on **14 days'** prior written notice.

Whitney Ashton Limited Private Employment Agreement.pdf 54F8DC8E72EDDA4D

Return of property. On termination, Employee shall return all Employer property, documents, credentials, Confidential Information, and social-media account access.

Final pay. Final wages shall be paid on the next regular payday following termination, or earlier as required by state law.

9. Dispute Resolution

Governing law. This Agreement is governed by the laws of the State of [STATE], without regard to conflicts rules. Mandatory employment-law protections of the State of [STATE] govern where such laws cannot be waived.

Venue. Any action shall be brought exclusively in the state or federal courts in [VENUE CITY], [STATE].

10. Compliance Notices

Equal employment opportunity. Employer does not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age (40+), disability, genetic information, veteran status, or any other protected characteristic. Title VII, ADEA, ADA, PDA, and state human-rights / FEHA laws apply.

I-9 verification (8 U.S.C. §1324a). Employee shall complete Form I-9 within three (3) business days of the Effective Date.

FCRA background checks (15 U.S.C. §1681b(b)(2)). If Employer obtains a consumer report or investigative consumer report on Employee for employment purposes, Employer shall provide a stand-alone written disclosure and obtain Employee's written authorization before procurement, and shall provide pre-adverse and adverse-action notices as required.

OSHA workplace safety (29 U.S.C. §654). Employer shall provide a workplace free from recognized hazards. Employee shall comply with all safety rules and report unsafe conditions without fear of retaliation.

11. General Provisions

Entire agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior offer letters and negotiations, except that any separately executed arbitration agreement, equity award agreement, or benefit-plan document remains in effect per its terms. **Amendments.** Only by written instrument signed by both Parties. **Severability.** Invalid provisions are reformed to the minimum extent needed. **Assignment.** Employer may assign to a successor; Employee may not assign without Employer's consent. **Waiver.** Only effective in writing. **Counterparts; electronic signatures.** Valid under ESIGN (15 U.S.C. §7001) and UETA. **Notices.** In writing to the addresses in the preamble. **Survival.** Sections 5, 6, 7, 8, 9, 10, and 11 survive termination.

Signatures

Employer

PRINTED NAME

SIGNATURE

DATE

Employee

PRINTED NAME

SIGNATURE

DATE

Exhibit A — Prior Inventions

Employee identifies the following inventions, works of authorship, or IP owned by Employee prior to the Effective Date and excluded from assignment under Section 5:

If no prior inventions are listed, Employee represents that none exist.