

Dear offer letter

On behalf of *[Company name]* (the "Company"), I am very pleased to offer you employment on the following terms.

Position

Your initial title will be *[Title]*. This is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company or that is in any way competitive with the business or proposed business of the Company, nor will you assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

Compensation and Benefits

Your starting salary will be *[\$1.00 per Month/Year]*, payable in accordance with the Company's standard payroll practices and subject to applicable withholdings and deductions.

Because your position is exempt from overtime pay, your salary will compensate you for all hours worked, and it will not fluctuate according to the quantity of work performed.

Stock Options

After your employment with the Company commences, the Company will recommend to its Board of Directors (the "Board") that you be granted an option to acquire up to 234 shares of the Company's common stock (the "Shares") pursuant to the Company current equity incentive plan (the "Plan"). The final decision to grant any such option shall be within the Board's purview. If granted, any such option will be governed by the terms of the Plan (including, without limitation, requiring any such option to have a per share exercise price equal to at least the fair market value of the shares of the Company's common stock as of the date the Board approves any such grant) and will be subject to a four-year vesting schedule related to your continued employment with the Company. Pursuant to the vesting schedule, 25% of the Shares shall vest on the first-year anniversary of the vesting start date (which shall be determined by the Board at the time of grant), with the balance of the Shares vesting monthly over the remaining 3 years at the rate of 1/48th per month, or at such other rate and on other terms as determined by the Plan and approved by the Board.

Start Date

Unless we mutually agree otherwise in writing, your employment begins on *[Date]* ("Start Date").

Company Policies and Confidentiality Agreement

As a condition of employment, you will be expected to familiarize yourself with and abide by Company policies at all times. One such policy requires that all employees sign and comply with the attached Employee Confidential Information and Inventions Assignment Agreement ("CIIAA"), which prohibits unauthorized use or disclosure of the Company's proprietary information, among other obligations. You will be required to sign the CIIAA before your Start Date.

During your employment with the Company, you will be expected to not use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you may have an obligation of confidentiality.

You will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises (including electronic systems) any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. By accepting this offer of employment, you represent that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company.

Employment At-Will

If you accept our offer of employment, your employment will be at-will. This means either you or the Company may terminate the employment relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter. No changes may be made to the at-will nature of your employment except in writing by the Chief Executive Officer.

Background Check and Employment Eligibility

This offer is contingent on the successful completion of a background check and your ability to provide proof of your identity and right to work in the United States. You agree to assist as needed and to complete any documentation at the Company's request to meet these conditions. Evidence of your identity and eligibility for employment in the United States must be provided no later than three (3) business days after your Start Date. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company. This offer and all terms of employment stated in this letter will expire on *[Date]*.

We are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Signature -

Name -

Date -

Accepted:

Signature -

Name -

Date -