

# EXECUTIVE EMPLOYMENT AGREEMENT

Employee of Vertex Labs, Inc. · Governing law: United States  
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## 1. Position and At-Will Status

The Employee shall serve as Vice President of Engineering. Employment is at-will and may be terminated by either party at any time, with or without cause or notice. Nothing in this Agreement guarantees employment for any period, notwithstanding any other provision regarding compensation or equity vesting.

## 2. Compensation and Clawback

The Employee shall receive the base salary and target bonus set forth in the offer letter. The Company may, in its sole discretion, reduce, modify, or eliminate any bonus or equity at any time. The Company may recover (claw back) any incentive compensation paid during the twenty-four (24) months preceding any termination for cause or any restatement of financial results, regardless of fault.

## 3. Non-Competition

During employment and for twenty-four (24) months thereafter, the Employee shall not, anywhere in the world, directly or indirectly engage in, be employed by, consult for, or own any interest in any business that competes with the Company or any business the Company contemplated entering during the Employee's employment, regardless of whether the Employee works in a similar role.

## 4. Non-Solicitation

During employment and for twenty-four (24) months thereafter, the Employee shall not solicit, hire, or attempt to hire any employee or contractor of the Company, nor solicit, divert, or do business with any customer or prospective customer of the Company, regardless of whether the Employee had contact with them.

## 5. Intellectual Property Assignment

The Employee assigns to the Company all right, title, and interest in all inventions, works, and ideas conceived or developed during employment, whether or not during working hours and whether or not using Company resources. The Employee further assigns any inventions made within twelve (12) months after termination, and represents that the attached schedule of prior inventions is complete; if no schedule is attached, the Employee represents there are no prior inventions.

## 6. Confidentiality

The Employee shall hold all Confidential Information in strict confidence indefinitely and shall not, during or after employment, use or disclose it. Confidential Information is defined to include all information the Employee learns in connection with employment, whether or not marked or actually confidential.

## 7. Severance

If the Company terminates the Employee without cause, the Employee shall receive four (4) weeks of base salary, conditioned upon the Employee executing a general release of all claims, complying with all restrictive covenants, and returning all Company property. No severance is payable for any other type of separation.

## 8. Dispute Resolution

Any dispute arising out of or relating to the Employee's employment shall be resolved exclusively by final and binding arbitration on an individual basis. The Employee waives any right to a jury trial and any right to

bring or participate in a class, collective, or representative action. The Employee shall bear one-half of the arbitrator's fees and the Employee's own costs.

### **9. Governing Law**

This Agreement shall be governed by the laws of the State of Delaware without regard to conflict-of-laws principles, regardless of where the Employee resides or performs services.