Date

Name

1234 address

Raleigh NC 27603

Dear [Name]:

[Company name] (the “**Company**”) is pleased to offer you a position. We are excited about your addition to our team and look forward to working with you subject to the following terms.

You will be paid a monthly salary of $x.xx. Your net compensation will be less all applicable deductions, withholding taxes, and other amounts required by federal and state laws. Your salary will be paid on the regularly scheduled payroll dates of the Company that are in effect from time to time, currently once per calendar month on or before the last day of each calendar month. You will also be entitled to participate in all employee benefits offered from time to time by the Company. Current benefits include certain paid holidays and fifteen (15) paid personal days that can be used for illness or vacation.

In addition to your base salary, you may also receive an options grant indicating your right to ownership shares in the company. The specifics of your options grant, vesting schedule and strike price will be defined in a separate stock options grant document and must be approved by the company’s board of directors.

Your starting date with the Company will be X or as otherwise mutually agreed, subject to your agreement to the terms and conditions contained in this letter agreement and your execution of the Company’s standard Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement, a copy of which is attached with this letter agreement.

The Company will reimburse you for all reasonable, preapproved and necessary expenses and other disbursements actually incurred by you for or on behalf of the Company in the performance of your duties during your employment. As with other employees, you will be required to comply with the Company’s policies for reimbursement or advancement of expenses that are then in effect.

As you are aware, your employment by the Company is full-time employment and you will be required to devote, during regular business hours, all your working time to the business of the Company and not to engage in any other business or private services to any other business either as an employee, officer, director, agent, contractor or consultant, except with the express written consent of the Company. You will hold in a fiduciary capacity for the benefit of the Company all information with respect to the Company’s finances, sales, profits, and other proprietary and confidential information acquired by you during your employment.

By your signature below, you represent and warrant to the Company that you: (i) are not subject to any employment, non-competition or other similar agreement that would prevent or interfere with the Company’s employment of you on the terms set forth herein; and (ii) have not brought and will not bring with you to the Company, any materials or documents of a former employer which are not generally available to the public or which did not belong to you prior to your employment with the Company, unless you have obtained written authorization from the former employer or other owner for their possession and use and provided the Company with a copy thereof.

This letter agreement is not intended to, nor does it create any employment contract for any specified term or duration between you and the Company. Your employment with the Company is terminable by you or the Company at any time with or without cause or notice. The Company requests you to provide three (3) week notice prior to terminating your employment with the Company. By accepting employment with the Company, you acknowledge that no contrary representation has been made to you.

Upon the termination of your employment with the Company and prior to your departure from the Company, you agree to submit to an exit interview for the purposes of reviewing this letter agreement, the enclosed Proprietary Information Agreement and the trade secrets of the Company, and surrendering to the Company all proprietary or confidential information and articles belonging to the Company. If your employment terminates for any reason whatsoever, you will not be entitled to receive any cash payment for unused vacation accrued to the date of your termination.

This letter agreement, the Proprietary Information Agreement and all ancillary agreements (collectively, the “**Agreements**”) shall be governed by the laws of the State of North Carolina. The Agreements constitute the entire agreement between the Company and you, and supersede any and all previous oral or written representation, communication, understanding or agreement between us. All changes or amendments to the Agreements must be made in writing and signed by the parties.

You acknowledge and agree that your employment is subject to and conditioned upon your eligibility to work in the United States.

If the foregoing accurately sets forth our agreement, we would appreciate your returning to us the duplicate of this letter agreement and the Proprietary Information Agreement, duly signed and dated in the spaces provided, whereupon this letter agreement and the Proprietary Information Agreement will become binding upon you and the Company. This offer is valid for thirty (30) from the date of this letter.

 Name Company

 By:

 name, CEO

**I have read, understand, and agree to all of the above and hereby accept the Company’s offer of employment on the above terms and conditions. I understand that my employment with the Company is considered “at will” meaning that either the Company or I may terminate this employment relationship at any time for any reason without cause or notice.**

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