
Contractual Employment Agreement

This Contractual Employment Agreement ("Agreement") is made effective as of January 1, 2025, by and between XYZ Corp, a corporation organized and existing under the laws of California, with its principal office located at 1234 Silicon Blvd, San Jose, CA ("Employer"), and John Doe, residing at 5678 Pine Street, San Jose, CA ("Employee").

Recitals

WHEREAS, Employer desires to engage Employee and Employee agrees to undertake employment under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Position and Duties

- **Title:** The Employee shall serve in the capacity of Senior Software Engineer.
- **Duties:** The Employee shall perform all duties as are customary for the position of Senior Software Engineer and any additional duties as assigned by the Employer from time to time.

2. Term of Employment

- The employment under this Agreement shall commence on January 1, 2025, and shall continue until December 31, 2025, unless terminated earlier in accordance with the provisions of this Agreement.

3. Compensation

- **Salary:** The Employer shall pay Employee a salary of \$120,000 per year, payable in semi-monthly installments.
- **Bonuses:** The Employee may be eligible for bonuses subject to the discretion of the Employer and based on the Employee's performance and the company's profitability.

4. Benefits

- **Health Insurance:** The Employee shall be eligible to participate in the Employer's group health insurance plan.
- **Vacation:** The Employee is entitled to 15 days of paid vacation per annum.

5. Confidentiality

- The Employee agrees that during the term of employment and thereafter, confidential information received during the course of employment shall not be disclosed to third parties.


6. Non-Compete

- For a period of 1 year after the termination of employment, the Employee shall not engage in any work, directly or indirectly, in any capacity that competes with the business of the Employer, within the state of California.

7. Termination

- **With Cause:** Employment hereunder may be terminated by the Employer for cause immediately and without notice, including but not limited to dishonesty, theft, substantial breach of duties, or any conduct detrimental to the Employer.
- **Without Cause:** Either party may terminate this employment with a 30-day written notice to the other party.

8. Dispute Resolution

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- Any disputes arising from this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.

9. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Entire Agreement

- This document contains the entire agreement between the parties and supersedes any prior agreements or understandings.

IN WITNESS WHEREOF, the parties have executed this Contractual Employment Agreement as of the day and year first above written.

[Employer's Signature] Jane Smith, CEO

[Employee's Signature] John Doe