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EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into as of January 1, 2025 (the "Effective Date"), by and between Company A, a Delaware corporation with its principal place of business at [Client Address] ("Client"), and Vendor B, a California Limited Liability Company with its principal place of business at [Vendor Address] ("Vendor").

RECITALS

WHEREAS, Client is engaged in the business of [Briefly describe Client's business, e.g., developing and marketing innovative software solutions for the financial industry];

WHEREAS, Vendor possesses specialized expertise and resources in [Briefly describe Vendor's expertise, e.g., software development, project management, and technical consulting];

WHEREAS, Client desires to engage Vendor to provide certain services as described herein, and Vendor desires to provide such services to Client, all under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: DEFINITIONS

1.1 "Affiliate" means, with respect to any party, any other entity that directly or indirectly controls, is controlled by, or is under common control with such party. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 "Confidential Information" means any and all non-public information, whether tangible or intangible, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), or to which the Receiving Party gains access in connection with this Agreement, including, but not limited to, business plans, financial information, customer lists, technical data, trade secrets, marketing strategies, product designs, software code, operational procedures, and any other proprietary information. Confidential Information shall not include information that (a) is or becomes publicly available through no fault of the Receiving Party, (b) was already in the Receiving Party's possession prior to disclosure by the Disclosing Party, (c) is rightfully received by the Receiving Party from a third party without restriction on disclosure and without breach of any confidentiality obligation, or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

1.3 "Effective Date" means January 1, 2025.

1.4 "Intellectual Property Rights" means all patents, patent applications, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, and all other intellectual property and proprietary rights, whether registered or unregistered, and all applications for and renewals or extensions of such rights, and all other similar or equivalent rights or forms of protection, in any part of the world.

1.5 "Services" means the services to be performed by Vendor for Client as more fully described in Article 4.

1.6 "Term" means the period of time specified in Article 3.

1.7 "Territory" means worldwide.

ARTICLE 2: TERM AND RENEWAL

2.1 Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2)

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years, expiring on December 31, 2026, unless earlier terminated in accordance with the provisions of this Agreement.

2.2 Automatic Renewal. Upon the expiration of the initial term, this Agreement shall automatically renew for successive periods of one (1) year each (each a "Renewal Term"), unless either party provides written notice of its intent not to renew to the other party at least ninety (90) days prior to the end of the then-current term. The initial term and any Renewal

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Terms are collectively referred to herein as the "Term."

ARTICLE 3: SERVICES / SCOPE OF WORK

3.1 Vendor's Services. Vendor agrees to provide to Client the services described in Exhibit A attached hereto and incorporated herein by reference (the "Services"). Vendor shall perform the Services in a professional and workmanlike manner, consistent with industry standards and best practices.

3.2 Personnel. Vendor shall assign qualified personnel to perform the Services. Vendor shall be solely responsible for the supervision, direction, and control of its personnel. Client shall have the right to approve any key personnel assigned by Vendor to perform the Services, such approval not to be unreasonably withheld.

3.3 Cooperation. Client shall reasonably cooperate with Vendor in connection with the performance of the Services, including providing Vendor with access to necessary information, personnel, and facilities.

3.4 Changes to Scope. Any changes or additions to the Services described in Exhibit A must be agreed upon in writing by both parties and may result in adjustments to the payment terms and schedule.

ARTICLE 4: PAYMENT TERMS

4.1 Fees. In consideration for the Services, Client shall pay Vendor the fees set forth in Exhibit B attached hereto and incorporated herein by reference.

4.2 Invoicing. Vendor shall submit invoices to Client on a [e.g., monthly] basis, detailing the Services performed and the corresponding fees. Invoices shall be sent to [Client Billing Contact and Address].

4.3 Payment. Client shall pay all undisputed invoices within thirty (30) days of receipt. Payments shall be made by [Specify payment method, e.g., wire transfer to Vendor's designated bank account].

4.4 Expenses. Unless otherwise specified in Exhibit B, Vendor shall be responsible for all of its own expenses incurred in connection with the performance of the Services. If Client agrees to reimburse Vendor for certain pre-approved expenses, such expenses must be submitted with supporting documentation and will be reimbursed within thirty (30) days of approval.

ARTICLE 5: LIABILITY AND INDEMNIFICATION

5.1 Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY OBLIGATIONS, OR INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOST REVENUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO VENDOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

5.2 Indemnification.

(a) Vendor shall indemnify, defend, and hold harmless Client, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Vendor's breach of any of its representations, warranties, or obligations under this Agreement; (ii) any gross negligence or willful misconduct of Vendor or its personnel in the performance of the Services; or (iii) any infringement or alleged infringement of any third-party intellectual property rights arising from the Services as performed by Vendor, provided that Client provides Vendor with prompt written notice of any such claim and cooperates with Vendor in the defense of such claim.

(b) Client shall indemnify, defend, and hold harmless Vendor, its Affiliates, and their respective officers, directors, employees, and

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agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Client's breach of any of it

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s representations, warranties, or obligations under this Agreement; or (ii) any gross negligence or willful misconduct of Client or its personnel.

ARTICLE 6: CONFIDENTIALITY

6.1 **Obligation of Confidentiality.** The Receiving Party shall hold the Disclosing Party's Confidential Information in strict confidence and shall not, without the Disclosing Party's prior written consent, disclose such Confidential Information to any third party, except to its employees, agents, and subcontractors who have a need to know such information for the purpose of performing their duties under this Agreement and who are bound by confidentiality obligations at least as restrictive as those contained herein.

6.2 **Use of Confidential Information.** The Receiving Party shall use the Disclosing Party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement.

6.3 **Return or Destruction of Confidential Information.** Upon the termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information in its possession or control, or, at the Disclosing Party's option, destroy all such Confidential Information and certify in writing to the Disclosing Party that such destruction has been completed. Notwithstanding the foregoing, the Receiving Party may retain one (1) copy of the Disclosing Party's Confidential Information solely for archival purposes, provided that such copy remains subject to the confidentiality obligations set forth in this Agreement.

6.4 **Injunctive Relief.** The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may not be an adequate remedy. Accordingly, the Receiving Party agrees that the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to enforce the provisions of this Article 6.

ARTICLE 7: TERMINATION

7.1 **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party:

- (a) Commits a material breach of any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; or
- (b) Becomes insolvent, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or has a receiver or trustee appointed for its assets.

7.2 **Termination for Convenience.** Client may terminate this Agreement for any reason or no reason upon providing Vendor with at least thirty (30) days' prior written notice.

7.3 **Effect of Termination.** Upon termination of this Agreement for any reason:

- (a) Vendor shall cease all performance of the Services.
- (b) Client shall pay Vendor for all Services performed and expenses incurred up to the effective date of termination, in accordance with the payment terms set forth herein.
- (c) The provisions of Articles 5, 6, 9, and 10 shall survive the termination of this Agreement.
- (d) Vendor shall promptly return to Client all of Client's Confidential Information and any other property belonging to Client.

ARTICLE 8: NON-COMPETE AND NON-SOLICITATION

8.1 **Non-Compete.** For a period of three (3) years following the effective date of termination or expiration of this Agreement, Vendor and its Affiliates shall not, directly or indirectly, engage in, be employed by, consult for, or otherwise participate in any business that competes with Client in any market segment in which Client operates or has announced plans to operate as of the date of termination or expiration. This restriction applies worldwide.

8.2 **Non-Solicitation of Customers.** For a period of three (3) years following the effective date of termination or expiration of this Agreement, Vendor and its Affiliates shall not, directly or indirectly, solicit, indu

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ce, or attempt to induce any customer of Client with whom Vendor had material contact or about whom Vendor obtained Confidential Information during the Term of this Agreement, to cease doing business with Client or to do business with a competitor of Client.

8.3 Non-Solicitation of Employees. For a period of three (3) years following the effective date of termination or expiration of this Agreement, Vendor and its Affiliates shall not, directly or indirectly, solicit, induce, or attempt to induce any employee of Client to leave their employment with Client.

8.4 Reasonableness. Vendor acknowledges that the restrictions contained in this Article 8 are reasonable and necessary to protect Client's legitimate business interests, including its confidential information, trade secrets, and customer relationships. Vendor further acknowledges that these restrictions are narrowly tailored to the scope of Client's business operations and Vendor's involvement with Client.

ARTICLE 9: GOVERNING LAW AND DISPUTE RESOLUTION

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

9.2 Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Wilmington, Delaware. The award rendered by the arbitrator(s) shall be final and binding on the parties and may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may seek equitable relief, including injunctive relief, in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's Intellectual Property Rights or Confidential Information.

ARTICLE 10: GENERAL PROVISIONS

10.1 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) when sent by confirmed facsimile or email; (c) five (5) business days after being mailed by certified or registered mail, return receipt requested, postage prepaid; or (d) one (1) business day after being sent by a reputable overnight courier service, in each case to the addresses set forth in the preamble to this Agreement or to such other address as either party may designate by written notice to the other.

10.2 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

10.3 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be as broad as is enforceable.

10.4 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of the right to enforce such provision thereafter. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving such provision.

10.5 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of i

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ts assets, provided that the assignee agrees in writing to be bound by all the terms and conditions of this Agreement.

10.6 Independent Contractors. The relationship between Client and Vendor is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties. Vendor shall be solely responsible for all taxes, insurance, and other liabilities related to its employees and its performance of the Services.

10.7 Amendments. This Agreement may be amended or modified only by a written instrument signed by duly authorized representatives of both parties.

ARTICLE 11: SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the Effective Date.

COMPANY A

By: _____

Name:

Title:

VENDOR B

By: _____

Name:

Title:

EXHIBIT A: SCOPE OF WORK

[Detailed description of services to be provided by Vendor]

EXHIBIT B: FEES AND EXPENSES

[Detailed breakdown of fees, payment schedule, and any reimbursable expenses]