



11/19/2021

Dear Sally Smith,

ACME Consultants ("The Company") is pleased to extend you an offer of employment as Office Coordinator reporting to Sarah Dvorak, Admin. Your employment will commence on Dec. 6, 2021.

**Salary**

Base Salary: \$75,000.00  
Pay Period: Semi-Monthly  
Per Pay Period (Pre-Tax): \$3,125.00

Your base salary will be the aforementioned amount on an annualized basis, less payroll deductions and withholdings, paid on the Company's normal payroll schedule.

**Bonus**

Type: Sign On  
Structure: Dollar Amount  
Exact Amount: \$2,000.00  
Paid out: One-Time

This bonus will be paid in one lump sum in a separate check on the next regularly scheduled pay date after you start employment with the Company. This signing bonus is taxable, and all regular payroll taxes will be withheld. In the event that you leave the Company within 12 months of your date of hire, you will be responsible for reimbursing the company for the entire signing bonus. By your signature on this employment agreement, you authorize the company to withhold the aforementioned from any severance and other final pay you receive should your employment terminate on or before start date.

**Equity**

Equity Type: ISO  
Number of ISOs: 1,400  
Cliff: 1 Year  
Vesting Schedule: 4 Years, Monthly

Subject to approval by the Company's Board of Directors (the "Board"), the Company anticipates granting you an option to purchase of the aforementioned amount shares of the Company's common stock at the fair market value as determined by the Board as of the date of grant (the "Option"). The anticipated Option will be governed by the terms and conditions of the Company's 2021 Equity Incentive Plan (the "Plan") and your grant agreement, and will include a four year vesting schedule, under which 25% of your Option will vest 12 months after the vesting commencement date, and 1/48th of the total shares will vest at the end of each month thereafter, until either the Option is fully vested or your continuous service (as defined in the Plan) terminates, whichever occurs first.

**Additional Terms**

Please review the additional terms of the offer:

During your employment, you will be eligible to participate in the standard benefits plans offered to similarly situated employees by the Company from time to time, subject to plan terms and generally applicable Company policies. A full description of these benefits is available upon request.

Exempt employees may take a reasonable amount of time off with pay, as permitted by their duties and responsibilities, and as approved in advance by their supervisor. Exempt employees do not accrue vacation, and there is no set guideline as to how much vacation each employee will be permitted to take. Supervisors will approve paid vacation requests based on the employee's progress on work goals or milestones, status of projects, fairness to the working team, and productivity and efficiency of the employee.

This summary of perks for employees is meant only as a brief description of some of the programs for which employees may be eligible. All contracts and plans have limitations and exclusions that apply. Please refer to and read all plan documents for more complete descriptions. The Company reserves the right, at its discretion, to discontinue, increase, decrease, or alter any or all plans

and benefits described in this summary for any reason and at any time with or without notice.

#### Total Compensation:

The total compensation estimate is solely a hypothetical example and is not a forecast, promise, or guarantee of compensation or any type of compensation. Option grants are subject to all required approvals. Factors incorporated into total compensation, such as non-cash value estimates, are not promises of any compensation or type of compensation and are subject to change. Current and future valuations, cost to exercise, price per share, and ownership percentage may be higher or lower, and may or may not take into account possible dilution from any potential transactions which may subsequently occur. This is for general informational purposes only and is not to be construed as legal, financial or tax advice. Nothing herein is intended to create an offer or binding agreement of any nature.

As a Company employee, you will be expected to abide by Company rules and policies. As a condition of employment, you must sign and comply with the attached Employee Confidential Information and Inventions Assignment Agreement which prohibits unauthorized use or disclosure of the Company's proprietary information, among other obligations.

In your work for the Company, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, 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 any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. You hereby represent that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company.

Your employment with the Company will be "at-will." You may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time, with or without cause or advance notice. Your employment at-will status can only be modified in a written agreement signed by you and by an officer of the Company.

**Candidate Signature**

You may indicate your agreement with the terms and accept this offer by signing this offer letter. This offer, if not accepted, will expire on Nov. 30, 2021.

Acknowledged and Accepted:

DocuSigned by:  
  
48ADF665027C47C...  
Sally Smith

11/19/2021 | 10:22:03 AM PST  
Date

**Signature**

DocuSigned by:  
  
1CDA7A7E25784EC...  
Sarah Dvorak, Admin

11/19/2021 | 10:22:53 AM PST  
Date