

STAY BONUS AGREEMENT

Location: _____ Effective Date: _____

Parties:

Employer Name: _____

Employee Name: _____

Recitals:

WHEREAS, Employer desires to incentivize Employee to remain in the employment of Employer for a specified period, and Employee desires to accept such incentive on the terms and conditions set forth below.

1. Bonus Amount:

Employer agrees to pay Employee a stay bonus in the amount of \$ _____ (the "Bonus Amount") upon the terms set forth herein.

2. Eligibility and Payment:

Employee shall be eligible to receive the Bonus Amount if Employee remains continuously employed by Employer through the end of the Stay Period defined below. The Bonus Amount shall be paid to Employee within _____ days after the completion of the Stay Period.

3. Stay Period:

The Stay Period shall commence on the Effective Date and end on _____ (the "Stay Period").

4. Termination:

If Employee's employment is terminated by Employer without Cause prior to the end of the Stay Period, Employee shall be entitled to receive the Bonus Amount on a pro-rata basis calculated through the date of termination. For purposes of this Agreement, "Cause" shall mean: (a) Employee's willful misconduct or gross negligence in the performance of Employee's duties; (b) Employee's conviction of, or plea of guilty or nolo contendere to, a felony or any crime involving moral turpitude; (c) Employee's material breach of any material obligation under this Agreement or any other agreement with Employer; or (d) Employee's repeated failure or refusal to perform duties after written notice.

5. Conditions:

Payment of the Bonus Amount is conditioned upon Employee's compliance with all terms and conditions of employment, including but not limited to, confidentiality, non-competition, and non-solicitation obligations, if any. Employee shall reimburse Employer for any Bonus Amount paid if Employee breaches any such obligations.

6. No Right to Continued Employment:

This Agreement does not confer upon Employee any right to continued employment with Employer, nor does it alter the at-will nature of the employment relationship unless otherwise provided by written agreement.

7. Governing Law; Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any dispute arising under or related to this Agreement shall be subject to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

8. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, understandings, and agreements, whether written or oral. Any amendments or modifications to this Agreement must be in writing and signed by both parties.

9. Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

10. Counterparts and Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original signatures.

EMPLOYER'S SIGNATURE

EMPLOYEE'S SIGNATURE

Signature: _____

Signature: _____

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