



Tuesday, March 05, 2024

John Doe
29 Elm St
Ronkonkoma, 11779

Dear John:

It is my pleasure to formally offer you the **Partner** position within our company's **Department 1** department. If you accept this offer you will be reporting to us. We suggest a starting date of **01-23-2024**. Your regular working hours will be from 8:00am to 4:30pm. Your position is located at **3505 Veterans Memorial Hwy Suite O, Ronkonkoma, New York 11779**. Below, I have outlined some of the terms and conditions of this offer for your new position. The offer being extended to you is valid for 60 days from above.

RESPONSIBILITIES

Your main responsibilities as **Partner** include:

COMPENSATION

Your base salary, which will be payable bi-weekly, is equivalent to **\$75,000.00** annually. After the completion of 12 months of service you will receive a formal performance review with merit consideration.

BENEFITS

As a full time employee of our company, your benefits include 10 days of vacation time available after completing 6 months of full time employment. Health Benefits include full medical and dental. There also is a 401k plan with an employer match as well as a Profit Sharing plan.

EMPLOYEE (CONFIDENTIALITY) AGREEMENT and OTHER NEW HIRE FORMS

If you decide to accept this offer of employment, you will be expected to sign an Employee (confidentiality) Agreement in order to protect our company against the release of confidential client and company information. Our clients regard the information they provide to us as very sensitive, and require assurances of confidentiality.

In addition, if you decide to accept this offer of employment, there will be a few other personnel forms that we will send to you that should be completed and returned on your start date including providing identification to verify your identity and eligibility to work in the United States in accordance with the Federal Immigration Reform Act of 1986.

GENERAL INFORMATION

John, we are enthusiastic about your joining our company, and our expectation is that you will make a tremendous contribution to the continued growth and success of our company. We look forward to working with you in support of our mission, "To be the Leader in helping businesses to apply technological solutions to grow and achieve their goals." We work hard and enjoy our work. We look to add members to our team

who share our philosophies and who derive satisfaction from the contributions they make towards the growth and success of our organization.

Sincerely,



Ken Doit
President

ACCEPTED BY:

John Doe

Date

Enclosures

**AGREEMENT RELATING TO CONFIDENTIAL
INFORMATION, INTELLECTUAL PROPERTY & ADDITIONAL TERMS**

In consideration of your employment with Our Company, Inc., this Agreement Relating to Confidential Information, Intellectual Property and Additional Terms (the “Agreement”) is agreed to between you and Our Company, as of the date you sign on page 5, for good and valuable consideration.

1. *You Agree to Protect Our Company’s’ Confidential Information.* You acknowledge that, during your employment, Our Company may provide you with valuable proprietary, non-public or confidential information of Our Company and other entities (all defined as “Confidential Information”). Such Confidential Information, whether oral or written, may include by way of example and not limitation, processes, contracts/licenses, customer lists, financial and employee information, methods of operation, software and marketing plans and/or strategies. In addition, Our Company may provide you with specialized training to assist you in the performance of your job requirements and responsibilities with Our Company. You agree that Confidential Information is the exclusive property of Our Company and that the unauthorized use or disclosure of Confidential Information could harm Our Company and/or others. Therefore, during your employment and at all times after it, you agree to maintain the confidentiality of the Confidential Information, and not to use or disclose any Confidential Information without the written consent of Our Company. You may disclose Confidential Information as required by law or court order, provided that, upon receiving such a requirement, you will promptly notify Our Company so that Our Company may seek an appropriate remedy. On or before the last day of your employment, you agree to return to Our Company all Confidential Information, including all copies of it that are in your possession, custody or control. During your employment with Our Company and for twelve months after it, you agree not to engage in any activity or employment in which it could be reasonably likely that you would use or disclose, or be expected or required to use or disclose, Confidential Information.

2. *Our Company Will Not Use Confidential Information from Your Previous Employment.* You confirm that you have not, and will not, disclose or use during your employment with Our Company, any confidential information that you acquired as a result of any previous employment or under a contractual obligation of confidentiality. You represent to Our Company that this Agreement, your employment with Our Company and the performance of your duties for Our Company, will not violate any obligations that you may have to any such previous entity.

3. *You Agree Not to Compete with Our Company.* Recognizing that your position with Our Company may change over time, and to align the non-competition obligations under this Paragraph 4 with your work while employed by Our Company, you agree, as applicable, as follows:

a. *Professional or managerial employees agree they are subject to the following:* If you are ever a professional or managerial employee, *i.e.*, an executive, officer, vice president or other employee with management or supervisory responsibilities, at any time during your employment with Our Company, in addition to any other obligations under this Paragraph 4, you agree that during your employment with Our Company, and for twelve months after it, you will not directly or indirectly engage, participate or invest in or be employed by any business which: (i) develops

or manufactures products that are competitive with or similar to products developed or manufactured by Our Company; (ii) distributes, markets or otherwise sells products manufactured by others that are competitive with or similar to products distributed, marketed or sold by Our Company; or (iii) provides services that are similar to services provided by Our Company, including, in each case, any products or services Our Company has under development or that were the subject of active planning at any time during your employment with Our Company. This restriction will apply with regard to each state and territory of the United States and each other country in which the Our Company has developed, marketed, sold and/or distributed products and/or services within the last two years of your employment with Our Company.

b. Salespersons agree they are subject to the following: If you are ever a salesperson at any time during your employment with Our Company, in addition to any other obligations under this Paragraph 4, you agree that during your employment with Our Company, and for twelve months after it, you will not directly or indirectly engage, participate or invest in or be employed by any business which distributes, markets or otherwise sells products manufactured or services provided by others that are competitive with or similar to products or services distributed, marketed or sold by the Our Company, including any products or services Our Company has under development or that were the subject of active planning at any time during your employment with Our Company. This restriction will apply with regard to each state and territory of the United States and each other country in which you directly or indirectly had marketed, sold and/or distributed Our Company' products and/or services within the last two years of your employment with Our Company.

4. You Agree Not to Solicit Our Company Customers. During your employment with Our Company and for twelve months after it, you will not, individually or through employment with another business, directly or indirectly, solicit the business of any customer, supplier and/or vendor of Our Company for whom you had sales, sales management, customer service, customer service management, business systems consulting, product sourcing and/or product management responsibility during the last two years of your employment with Our Company for products or services which Our Company provides.

5. You Agree Not to Solicit Our Company Employees. During your employment with Our Company and for twelve months after it, you will not directly, indirectly or through third parties, (i) employ, hire, solicit, induce or identify for employment, or (ii) attempt to employ, hire, solicit, induce or identify for employment, any employee(s) of Our Company to leave his/her employment with Our Company in order to become an employee, consultant or representative of any other entity including, but not limited to, your new employer.

6. Not a Contract of Employment. You agree that this Agreement does not constitute or create a contract or commitment for your employment with Our Company for any fixed term. You acknowledge and agree that your employment with Our Company may be terminated by either Our Company or you at any time and for any reason.

7. Termination of Employment and Assignment. The termination of your employment with Our Company, for any reason, will not relieve you of any obligations, and will not diminish any rights of Our Company, under this Agreement, all of which will survive the termination of your employment. You further acknowledge and agree that Our Company will have the right to assign its rights under this Agreement to any person or any entity without restriction.

EMPLOYEE:

Signature: _____ DATE: _____

Printed Name: John Doe

Address: 29 Elm St
Ronkonkoma 11779

OUR COMPANY:

By: _____ DATE: 01/23/2024

Name: John Smith

Title: President

Employee Acknowledgement of Handbook

I acknowledge that I have received and reviewed the employee handbook. I understand and recognize that there may be changes to the information, policies, and benefits in the handbook. I understand that Acme Inc. may add new policies to the handbook as well as replace, change, or cancel existing policies. I understand that I will be told about any handbook changes and I understand that handbook changes can only be authorized by Acme Inc. management.

I understand that I became an employee of Acme Inc. voluntarily. I understand and acknowledge that there is no specified length to my employment and that my employment is at will. I understand and acknowledge that "at will" means that I may terminate my employment at any time, with or without cause or advance notice. I also understand and acknowledge that "at will" means that Acme Inc. may terminate my employment at any time, with or without cause or advance notice, as long as they do not violate federal or state laws.

I understand that it is my responsibility to read and comply with all policies included within the employee handbook. I further understand that I should consult my supervisor regarding any questions I may have.

Employee Signature

Employee signature

Date

Printed Name



Employee's Withholding Allowance Certificate

New York State • New York City • Yonkers

IT-2104

First name and middle initial John	Last name Doe	Your social security number 123-45-6789
Permanent home address (number and street or rural route) 29 Elm St		Apartment number
City, village, or post office Ronkonkoma	State	ZIP code 11779
Are you a resident of New York City? Yes <input type="checkbox"/> No <input type="checkbox"/> Are you a resident of Yonkers? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Complete the worksheet on page 3 before making any entries. 1 Total number of allowances you are claiming for New York State and Yonkers, if applicable (from line 20) 1 <input type="text"/> 2 Total number of allowances for New York City (from line 35) 2 <input type="text"/>		
Use lines 3, 4, and 5 below to have additional withholding per pay period under special agreement with your employer. 3 New York State amount 3 <input type="text"/> 4 New York City amount 4 <input type="text"/> 5 Yonkers amount 5 <input type="text"/>		

I certify that I am entitled to the number of withholding allowances claimed on this certificate.

Employee's signature	Date
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Penalty – A penalty of \$500 may be imposed for any false statement you make that decreases the amount of money you have withheld from your wages. You may also be subject to criminal penalties.

Employee: detach this page and give it to your employer; keep a copy for your records.

Employer: Keep this certificate with your records.

Mark an **X** in box A and/or box B to indicate why you are sending a copy of this form to New York State (see instructions):

A Employee claimed more than 14 exemption allowances for NYS A

B Employee is a new hire or a rehire ... B First date employee performed services for pay (mm-dd-yyyy) (see instr.):

Are dependent health insurance benefits available for this employee? Yes No

If Yes, enter the date the employee qualifies (mm-dd-yyyy):

Employer's name and address (Employer: complete this section only if you are sending a copy of this form to the NYS Tax Department.)	Employer identification number
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Instructions

Changes effective for 2019

Form IT-2104 has been revised for tax year 2019. Additional allowances are allowed for covered employees of employers who elected to pay the employer compensation expense tax and for employees who made contributions to a New York Charitable Gifts Trust Fund during 2018. The worksheet on page 3 and the charts beginning on page 4, used to compute withholding allowances or to enter an additional dollar amount on line(s) 3, 4, or 5, have been revised. If you previously filed a Form IT-2104 and used the worksheet or charts, you should complete a new 2019 Form IT-2104 and give it to your employer.

Who should file this form

This certificate, Form IT-2104, is completed by an employee and given to the employer to instruct the employer how much New York State (and New York City and Yonkers) tax to withhold from the employee's pay. The more allowances claimed, the lower the amount of tax withheld.

If you do not file Form IT-2104, your employer may use the same number of allowances you claimed on federal Form W-4. Due to differences in tax law, this may result in the wrong amount of tax withheld for New York State, New York City, and Yonkers. Complete Form IT-2104 each year and file it with your employer if the number of allowances you may claim

is different from federal Form W-4 or has changed. Common reasons for completing a new Form IT-2104 each year include the following:

- You started a new job.
- You are no longer a dependent.
- Your individual circumstances may have changed (for example, you were married or have an additional child).
- You moved into or out of NYC or Yonkers.
- You itemize your deductions on your personal income tax return.
- You claim allowances for New York State credits.
- You owed tax or received a large refund when you filed your personal income tax return for the past year.
- Your wages have increased and you expect to earn \$107,650 or more during the tax year.
- The total income of you and your spouse has increased to \$107,650 or more for the tax year.
- You have significantly more or less income from other sources or from another job.
- You no longer qualify for exemption from withholding.