

Retained Employment Agreement (Post-Acquisition)

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RETENTION EMPLOYMENT AGREEMENT

This Retention Employment Agreement (this "Agreement") is made effective as of [CLOSE DATE] (the "Effective Date") by and between [BUYER ENTITY NAME] ("Employer") and [EMPLOYEE NAME] ("Employee").

1. Position and Duties. Employee shall serve as [TITLE] of Employer, reporting to [SUPERVISOR TITLE]. Employee's duties include continuing the responsibilities held immediately prior to the Effective Date, providing knowledge transfer to Employer's designated personnel, and supporting customer relationship continuity through the Retention Period.

2. Compensation. Employer shall pay Employee a base salary of \$[ANNUAL AMOUNT] per year, payable in accordance with Employer's standard payroll practices. Employee shall be eligible for an annual performance bonus pursuant to Employer's bonus plan.

3. Retention Bonus. Employer shall pay Employee a retention bonus of \$[TOTAL] (the "Retention Bonus") payable as follows: [25% at 6 months / 25% at 12 months / 25% at 18 months / 25% at 24 months]. Each installment is contingent on Employee's continued employment on the applicable installment date. Voluntary resignation or termination for Cause prior to any installment date results in forfeiture of all unpaid installments.

4. Benefits. Employee shall participate in Employer's benefit plans on the same basis as similarly situated employees of Employer.

5. Confidentiality. Employee acknowledges that during employment Employee will have access to confidential information of Employer including business plans, customer lists, financial information, and trade secrets. Employee shall not disclose or use such information except in performance of duties. This obligation survives termination indefinitely for trade secrets and for [3] years for other confidential information.

6. IP Assignment. Employee assigns to Employer all right, title, and interest in any intellectual property Employee creates during employment that relates to Employer's business or that uses Employer's resources. Employee acknowledges this is a "work made for hire" arrangement under U.S. copyright law to the maximum extent permitted.

7. Non-Solicitation. For a period of [12 to 24] months following termination of employment, Employee shall not (a) solicit any customer of Employer with whom Employee had material contact in the [12 to 24] months preceding termination, or (b) solicit for employment any employee of Employer with whom Employee worked in the [12 to 24] months preceding termination.

8. Non-Compete. [INCLUDE OR OMIT BASED ON STATE LAW]. For a period of [12 to 24] months following termination of employment, Employee shall not engage in or own a competing business within [GEOGRAPHIC AREA]. This restriction shall not apply to passive ownership of less than [5%] of a publicly traded company. THIS PROVISION MAY BE UNENFORCEABLE OR LIMITED IN CERTAIN STATES INCLUDING CALIFORNIA, NORTH DAKOTA, OKLAHOMA, AND OTHERS.

9. Term. The "Retention Period" begins on the Effective Date and ends [24] months later. After the Retention Period, employment continues at-will unless extended in writing.

10. Termination. Employer may terminate this Agreement at any time. If termination is for "Cause" (defined as material breach, willful misconduct, gross negligence, or commission of a felony), no severance is payable and unpaid Retention Bonus is forfeited. If termination is without Cause, Employer shall pay accrued Retention Bonus installments and provide severance per Section 11. Employee may terminate this Agreement upon [30] days written notice; voluntary resignation forfeits unpaid Retention Bonus.

11. Severance. Upon termination without Cause during the Retention Period, Employer shall pay Employee severance equal to [3 to 6] months of base salary plus a pro rata portion of any Retention Bonus installment for the period worked, contingent on Employee's execution of a separation and release agreement.

12. Survival. Sections 5 (Confidentiality), 6 (IP Assignment), 7 (Non-Solicitation), 8 (Non-Compete) where enforceable, and 11 (Severance) shall survive termination.

13. Governing Law. This Agreement shall be governed by the laws of the State of [STATE].

[SIGNATURE BLOCKS]