

[Date]

[Name]  
[Address]  
[City, State, Zip]

Re: Conditional Offer of Employment

Dear [Name]:

Congratulations on being offered employment with [company]. As indicated to you during the employment application process, your offer of employment is conditioned upon your successful completion of a fit for duty examination, including a drug test, as well as your acknowledging and signing this offer letter. It is also conditioned on your acknowledging and signing certain agreements, including our [Employee Handbook, Confidentiality and Non-disclosure Agreement, and an Employment Agreement]. If currently employed, we suggest you not give notice until after all conditions set forth in this letter have been met.

Should you meet the conditions of employment, we expect you to begin work on \_\_\_\_\_. You will receive a [wage/salary] of [amount] per [hour/year]. You will also be entitled to [identify bonuses, auto, cell phone, etc.] [You will be an exempt employee, which means you will not receive overtime pay.] [Exempt employees are expected to work at least \_\_\_\_ hours per \_\_\_\_.] Your job responsibilities will include those essential duties discussed with you during your interview, as the more specifically delineated in the attached Job Description. After completion of a [90-day] introductory period, you will be entitled to receive the full range of company benefits as indicated in the summary benefit plan documents and our Employee Handbook.

As part of the hiring process, we will be coordinating your employee orientation on the first day of employment. We're required by law on the first day of employment to obtain two (2) copies of documents that establish both Identity and Employment Eligibility. Acceptable documents that establish identity are driver's license or ID Card issued by a Federal, State, or local government agency. Acceptable documents that establish both identity and employment eligibility are U.S. Passport, (unexpired or expired) or Alien Registration Receipt Card with photograph (INS Form 10151 or 1-5510).

[The terms of any stock options will be governed solely by the company's stock option plan and agreement. Any prior statements or representations about the company's stock option plan, the value of your stock options, or any right to stock options are of no effect.]

You agree that in accepting employment, you are not relying on any representations or statements concerning [stock options] or other benefits that are not contained in this letter[, the plan or standard agreement.]

We understand, based on what you have told us, that there are no contractual conditions that prevent you from performing the responsibilities of this offered position. What does this

mean to you today? It means having left your former employers, we expect that:

1. You took no proprietary files or confidential information.
2. You took no client or customer files.
3. You took no vendor, contractor or consultant files.
4. You took no employee files or other information.

If you took any of these documents, they must be returned to your former employer immediately as a condition of employment.

Furthermore, we expect when you left your former employers that:

1. You did not/will not initiate contact or solicit clients or customers for the purpose of encouraging them to terminate their relationship with a former employer.
2. You did not/will not initiate contact or solicit vendors, contractors, or consultants for the purpose of encouraging them to terminate their relationship with a former Employer.
3. You did not/will not initiate contact or solicit employees for the purpose of encouraging them to terminate their employment with a former employer.

If you have already initiated contact with any of these people, please identify to us who you contacted, when, and what was said before we can proceed with the interview process.

We also expect that coming to work for our company will not violate any Employment Agreement, Confidentiality Agreement, Covenant Not To Compete Agreement, or Shareholder Agreement with a former employer. If you have signed any of these agreements with a former employer, we need you to provide us with a copy of each agreement.

We hope that by taking the steps described above, that we can both avoid claims that we have unlawfully obtained “assets” of any former employer, or learned about confidential business plans.

As our attorneys encourage us to remind you, employment with this company will be on an “at-will” basis, meaning employees can be terminated or released from employment at any time, with or without cause or notice. Likewise, we respect the employee’s ability to leave employment at anytime, for any reason, and with or without notice.

Please give me a call after signature and return of this letter, so that we may arrange for your first day at work. This offer is open until \_\_\_\_\_.

We know this letter may seem “heavy handed.” Please understand this letter and the entire interview process is designed to help protect our company and the hard work of its loyal employees. Should you have any questions regarding the above, please do not hesitate to call me. We look forward to meeting with you again and your anticipated employment with our company.

Sincerely,

[Name]

[Title]

I accept the terms and conditions of employment as set forth above and understand that I am not relying on any prior statements or representations not contained within this letter. I also confirm that I have not taken any of the types of former employer files described above, not have I contacted or solicited any of the persons described above. Finally, my employment with [company name] does not violate any agreement that I have with any other former employer.

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_