## Sample Company, Inc.

3400 Peachtree Rd NE Suite 1100 Atlanta GA Fulton 30326 United States

October 10, 2021

VIA EMAIL: jane.smith@gmail.com
Ms.Jane Smith
234 Spring St NW
Atlanta, GA, 30313
United States

Re: Job Offer

Dear Ms.Jane Smith,

Sample Company, Inc., a/an GA Profit Corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), is pleased to offer you a position in our office located at Atlanta, GA on the terms described below:

- **1.Position.** You will start in a Full-Time position as Operation Manager and you will initially report to the Company's CEO. By signing this letter, you confirm with the Company that you are under non contractual or other legal obligation that would prohibit you from performing your duties with the Company.
- **2.**Compensation and Employee Benefits. The position start date will be November 08, 2021. You will be paid an **annual** rate of **\$80000**, payable on the Company's regular payroll date, which is subject to periodic review.

This is a position, which is exempted. The position is for at least 40 hours per week and designated to five days per week (Monday-Friday) in the office from 9:00 AM to 6:00 PM with lunch break. The dress code is business casual.

**Please note that there is a 90-day probation period.** Upon your successful completion of probation, you will be eligible for various benefits offered to similarly-situated employees in accordance with the Company's policies and benefits plans.

- **3.**The Company's Employee Handbook. Like all Company's employees, you will be required, as a condition of your employment with the Company, to sign the Company's employee handbook before or on your job start date.
- 4. Employment Relationship. Employment with the Company is for no specific period of time. Your employment with the Company will be "at will" meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representation which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this term. Although your duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and the Company.
- **5.**Outside Activities. While you render services to the Company, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of the Company.
- **6.**<u>Taxes, Withholdings and Required Deductions</u>. All forms of compensation referred to in this letter are subject to all applicable taxes, withholding and any other deductions required by applicable law.

## 7. Miscellaneous.

- a. **Governing Law**. The validity, interpretation, construction and performance of this letter, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of state of GA, without giving effect to principles of conflicts of law. The venue shall be State Court in Atlanta, GA.
- b.**Entire Agreement**. This letter sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussion, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
- c. <u>Counterparts</u>. This letter may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed as original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will

have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

d. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents or notes related to this Agreement by email or any other electronic means. You hereby consent to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agree to participate through an online or electronic system established and maintained by the Company or a third party designated by the Company.

To accept this job offer, please sign and date this job offer letter where indicated below and return us a signed copy **no later than October 22, 2021.** Please also bring your US passport/green card, employment authorization card, social security card, driver license, tag number and a void check for direct deposit set up on your first day of work for necessary administrative compliance. As required, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States and pre-screening background check. This offer and your employment are contingent upon satisfactory results from your background check and reference checks. **This offer, if not accepted, will expire at the close of business on October 22, 2021.** 

We at Sample Company, Inc. hope that you will accept this job offer and look forward to welcoming you aboard. Please feel free to contact me if you have any questions or concerns.

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By:

Name: John Doe

Title: CEO Date:

## **Accept the Job Offer**

By signing and dating this letter below, I, Jane Smith, accept the job offer of Operation Manager at the Atlanta, GA office of Sample Company, Inc..

## **Jane Smith**

By:

Name: Jane Smith

Date: