

**PERFORMANCE BONUS AGREEMENT**

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

**Parties:**

Employer Name: \_\_\_\_\_  
Employer Address: \_\_\_\_\_  
Employee Name: \_\_\_\_\_  
Employee Address: \_\_\_\_\_

**Recitals:**

WHEREAS, Employer desires to incentivize and reward Employee for achieving certain performance objectives as set forth in this Agreement; and WHEREAS, Employee desires to accept such incentive compensation subject to the terms and conditions herein.

**1. Performance Bonus:**

Employer agrees to pay Employee a performance bonus (the "Bonus") upon Employee's achievement of the specified performance goals described in Section 2 below.

**2. Performance Goals and Criteria:**

The performance goals shall be mutually agreed upon in writing by Employer and Employee. Such goals shall be measurable and may include, but are not limited to, sales targets, project completions, quality metrics, or other objectives relevant to Employee's role.

**3. Bonus Amount and Payment:**

The amount of the Bonus shall be determined based on the extent to which the performance goals are met. Payment of the Bonus shall be made within a reasonable time following the review and verification of Employee's performance.

**4. Conditions and Adjustments:**

Employer reserves the right to adjust the Bonus amount or withhold payment if Employee fails to comply with applicable policies, engages in misconduct, or if performance results are subsequently found to be inaccurate or fraudulent.

**5. Employment Status:**

Nothing in this Agreement shall be construed to alter the at-will nature of Employee's employment, and this Agreement does not guarantee continued employment.

**6. Taxes and Withholding:**

All Bonus payments are subject to applicable withholdings and deductions required by law. Employee is responsible for any taxes associated with the Bonus.

**7. Confidentiality:**

Employee agrees to keep the terms of this Agreement and any Bonus payments confidential except as required by law or with Employer's prior written consent.

**8. Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to conflict of law principles. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**9. Entire Agreement:**

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

**10. Severability:**

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

**11. No Waiver:**

Failure or delay by either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

**12. Counterparts and Electronic Signatures:**

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Electronic signatures shall be deemed to have the same legal effect as original signatures.

**EMPLOYER'S SIGNATURE**

**EMPLOYEE'S SIGNATURE**

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

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

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