



SYNACOR



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*450 7th Avenue ,New York,
NY 10123, USA.*

EMPLOYMENT OFFER LETTER

Dear [NAME REDACTED],

SYNACOR... is pleased to offer you employment on the following terms:

1. Position. Your initial title will be a Graphic Designer! And you will initially report to Mrs. Lisa Donohue, This is a Part Time Position. While you render services to the Company, you can still be engaged in any other employment, consulting or other business activity (with part-time) that wouldn't create any conflict of interest with the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

2. Cash Compensation. The Company will pay you a starting salary at the rate of \$30 Salary per hour and \$20 per hour during training, payable in accordance with the Company's standard payroll schedule. You will be receiving your salary either via check or direct deposit.



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3. Employee Benefits. As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. In addition, you will be entitled to paid vacation in accordance with the Company's vacation policy, as in effect from time to time.

4. Stock Options. Subject to the approval of the Company's Board of Directors or its Compensation Committee, you will be granted an option to purchase 2 shares of the Company's common stock (Option). The Board of Directors or the Compensation Committee will determine the exercise price per share of the Option when the Option is granted. The Option will be subject to the terms and conditions applicable to options granted under the Company's Stock Plan (the "Plan"), as described in the Plan and the applicable Stock Option Agreement. You will vest in 25% of the Option shares after 12 months of continuous service, and the balance will vest in equal monthly installments over the next 36 months of continuous service, as described in the applicable Stock Option Agreement.

5. 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 Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job 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 a duly authorized officer of the Company (other than you).

6. Interpretation, Amendment and Enforcement. This letter agreement is the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning,



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effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by USA law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in any USA in connection with any Dispute or any claim related to any Dispute.

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating the agreement letter and returning them to me this offer, if not accepted, will expire at the close of business on 06/05/2018. As required by law, your employment with the Company is contingent upon your providing legal proof of any of your identity ID Card and authorization to work in the United States e.g. driver licenses. Your employment is also contingent upon your starting work with the Company on or before 06/08/2018.

Employee: Full Name: _____

Employee: Signature: _____

Date: _____

Very truly yours,

**Bill Stuart
Chief Financial Officer**