



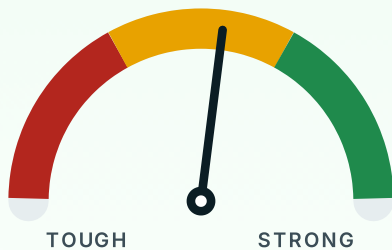
SAMPLE REPORT

Your Offer Letter Clarity analysis

Candidate: Senior Staff Engineer · Helix Labs (Series C, Boston) · **Jurisdiction:** Massachusetts

Competing offer: Quanta Systems

CANDIDATE-FRIENDLY SCORE



54 / 100

Standard

Compensation is at-market for Senior Staff in Boston; restrictive covenants and Delaware-forced arbitration drag this from Strong to Standard.

OTE TOTAL

\$320,000

\$245K base + \$40K signing + \$35K target bonus (discretionary)

EQUITY REALITY

28,000 RSUS

Series C · 4yr/1yr cliff · double-trigger · ~\$117,600 at 409A

RED FLAGS

4 flags identified (3 HIGH, 1 MEDIUM)

Clawback, arbitration stack, non-compete, IP assignment

Informational analysis only. This is not legal or financial advice. Quotes are taken verbatim from the offer letter you provided. For decisions about accepting, consult a licensed Massachusetts employment attorney.

Summary

This offer letter from Helix Labs (Series C, Boston) provides a competitive \$245K base salary with a \$40K signing bonus and \$35K target bonus (OTE \$320K), which is at-market for a Senior Staff Engineer in Boston. The package is dragged down by a 24-month pro-rata signing-bonus clawback, a mandatory arbitration stack with class and jury waivers and no carve-outs, a questionable 12-month US-wide non-compete, and a broad IP assignment that lacks the Massachusetts G.L. c. 149 §19D inventor carve-out.

 **IN PLAIN ENGLISH**

Helix Labs is paying you well for Boston — the base and equity package are at market for your level. The problem is the fine print: a 2-year golden cage on the signing bonus, an arbitration clause that sends disputes to Delaware, a non-compete that probably violates Massachusetts law (but still chills your options), and an IP agreement that technically claims your side projects. All four are negotiable before you sign.

Cash structure

BASE SALARY

\$245,000

OTE TOTAL

\$320,000

BENEFITS

Medical/dental/vision, 401(k) 4% match, 15d PTO, \$1,500 L&D

Signing bonus — \$40,000

HIGH

Clawback: Pro-rata repayment if you voluntarily leave within 24 months of start date (e.g., leave at month 12 = repay \$20,000).

Target bonus — \$35,000

Structure: Discretionary · **When earned:** At Board's sole discretion

No written bonus plan accompanies the offer. "Eligible for" plus "sole discretion" legally permits \$0 payout in any year.

 **IN PLAIN ENGLISH**

The base is solid. The \$40K signing bonus looks great — until you read the 24-month clawback. Leave for any reason before month 24 and you owe money back, on a pro-rata basis. The \$35K bonus has no plan, no targets, no proration. Budget conservatively and treat it as a possible upside, not guaranteed income.

Equity reality check

TYPE

RSU

AMOUNT

28,000

409A IMPLIED VALUE

~\$117,600

Vesting schedule

4-year, equal quarterly installments after a 1-year cliff (7,000 RSUs vest on 1st anniversary, then 1,750/quarter). Double-trigger acceleration in M&A — you must also be terminated.

Dilution & liquidation risk

Helix Labs completed a Series C at a \$400M post-money valuation. At the implied 409A of \$4.20/share, 28,000 RSUs are notionally worth \$117,600. However, Series C companies typically have 4-6x+ liquidation preferences stacking ahead of common shares, and future dilution from Series D+ is likely.

IN PLAIN ENGLISH

At the last 409A price, your 28,000 RSUs are worth roughly \$117,600 on paper. In a modest exit scenario (\$600M), common shareholders may see little after liquidation preferences. In a strong exit (\$2B+), this could be significantly more valuable. These are not guarantees.

409A valuations are typically 30-40% of preferred share price — they understate the company's perceived market value but represent the best available indicator for common-share worth.

Double-trigger acceleration protects you in an M&A event only if you are also terminated — single-trigger acceleration (on acquisition alone) is not provided.

Future funding rounds will dilute your percentage ownership; the per-share price may rise, but your percentage stake will shrink.

RSUs will be taxed as ordinary income upon vesting — plan for significant tax liability in year 1 cliff vest.

Restrictive covenants

Non-Compete

QUESTIONABLE

Duration: 12 months · **Scope:** United States

For a period of twelve (12) months following your last day, you agree not to engage in, be employed by, or consult for any Competitive Enterprise anywhere in the United States.

IN PLAIN ENGLISH

You can't work for a competitor anywhere in the US for a year. In Massachusetts, the 2018 MNAA requires garden-leave pay (at least 50% of base = \$122,500 for 12 months) or mutually agreed consideration. This agreement is silent on garden-leave, likely making the clause defective — but it can still chill your job search.

Non-Solicit (Customers)

LIKELY ENFORCEABLE

Duration: 12 months · **Scope:** Any customer of the Company as of your last day

You agree not to solicit, divert, or appropriate any customer or prospective customer of the Company for twelve (12) months following termination.

? IN PLAIN ENGLISH

You can't reach out to Helix Labs customers for a year after leaving. MA courts generally enforce 12-month non-solicits for senior employees.

Non-Solicit (Employees)

LIKELY ENFORCEABLE

Duration: 12 months · **Scope:** Global

You agree not to recruit, solicit, or encourage any Company employee to leave the Company for twelve (12) months following your departure.

? IN PLAIN ENGLISH

You can't recruit Helix Labs colleagues for a year after leaving. Standard and enforceable in MA at this seniority level.

IP Assignment

QUESTIONABLE

Duration: Employment + perpetual for covered inventions · **Scope:** Global

You agree to assign to the Company all inventions, developments, and works of authorship conceived or developed during your employment, whether during or outside of work hours.

? IN PLAIN ENGLISH

You must sign over all inventions you create — even on your own time. Critically, the agreement lacks the carve-out required under Massachusetts G.L. c. 149 §19D, which protects inventions you develop entirely on your own time with no company resources and unrelated to company business.

Confidentiality

LIKELY ENFORCEABLE

Duration: Perpetual · **Scope:** Global

You agree to hold in strict confidence all Confidential Information of the Company during and after your employment.

? IN PLAIN ENGLISH

Standard perpetual confidentiality. Enforceable and expected.

Dispute resolution

MANDATORY ARBITRATION

YES

CLASS ACTION WAIVER

YES

JURY TRIAL WAIVER

YES

Venue & choice of law

Venue: Wilmington, Delaware · **Governing law:** Delaware

Disputes resolved in Wilmington DE — you are based in Boston MA. This adds travel cost and inconvenience, and may reduce your access to MA employee protections.

IN PLAIN ENGLISH

You give up your right to sue in court, join class actions, and have a jury trial — all disputes go to binding arbitration in Delaware under Delaware law, even though you're working in Massachusetts. The Federal Arbitration Act governs, and while the 2022 EFAA bars arbitration of sexual harassment claims, other employment claims remain arbitrable. This is a HIGH flag.

Rights waived / preserved

RIGHTS WAIVED

- Right to jury trial for employment disputes
- Right to participate in class or collective action
- Right to litigate in Massachusetts courts
- Rights under Massachusetts law to the extent inconsistent with Delaware choice-of-law (contested)

RIGHTS PRESERVED

- Right to file charges with EEOC or state fair employment agencies
- Right to arbitrate sexual harassment claims in court under EFAA (2022)
- Vested 401(k) benefits
- Workers' compensation
- Unemployment insurance
- Massachusetts wage payment protections (M.G.L. c. 149 §148)

Red flags

24-month signing-bonus clawback

HIGH

If you voluntarily leave within 24 months, you owe back a pro-rata portion of the \$40,000 signing bonus. At month 12, that's \$20,000. Standard clawbacks are 12 months; 24 months is aggressive and limits your ability to take a better opportunity.

In the event of voluntary resignation within twenty-four (24) months of the Start Date, Employee shall repay to the Company a pro-rata portion of the Sign-On Bonus.

Full arbitration stack with no MA carve-outs

HIGH

You give up court access, class actions, and jury rights for all employment disputes. Arbitration is in Delaware — adding cost and inconvenience if you're based in Boston. No carve-out for retaliation or discrimination claims other than sexual harassment (EFAA).

Any dispute arising out of or relating to this Agreement or your employment shall be resolved exclusively through binding arbitration... conducted in Wilmington, Delaware.

Non-compete likely defective under MA MNA

HIGH

The 12-month US-wide non-compete is silent on garden-leave pay, which Massachusetts law requires. While this means it may be unenforceable, the chilling effect is real — most candidates won't take the risk of a lawsuit while job searching.

You agree not to engage in, be employed by, or consult for any Competitive Enterprise anywhere in the United States for twelve (12) months.

IP assignment missing MA §19D carve-out

MEDIUM

Massachusetts G.L. c. 149 §19D protects inventions you create on your own time with your own resources, unrelated to the company's business. Without this carve-out, the clause's text claims rights to your personal side projects — courts would likely limit it, but the absence creates ambiguity.

You agree to assign to the Company all inventions... whether during or outside of work hours... relating to the Company's current or anticipated business.

? Ambiguous clauses

Target bonus — 'sole discretion of the Board'

You will be eligible for a target bonus of \$35,000, payable at the sole discretion of the Board based on individual and company performance.

No written plan, no defined metrics, no timing, no proration on termination. 'Eligible for' plus 'sole discretion' means the bonus could legally be \$0 every year.

Definition of 'Competitive Enterprise'

any company or individual engaged in the research, development, or commercialization of genomic, proteomic, or related life-science technologies

'Related life-science technologies' is broad enough to encompass a large portion of the Boston biotech ecosystem. The scope is not limited to direct competitors.

IP assignment — 'anticipated business'

relating to the Company's current or anticipated business, research, or development

'Anticipated business' is forward-looking and undefined. Helix Labs could claim ownership of inventions related to directions the company later enters — even if those directions didn't exist when you created the invention.

📊 Compensation benchmark

AT MARKET Senior Staff Engineer, Boston MA, Series C biotech

Qualitative assessment

A \$245K base for a Senior Staff Engineer at a Series C biotech in Boston is at the 50th–65th percentile of current market data (sources: Levels.fyi, Radford 2024 surveys for Boston MA). The OTE of \$320K is competitive if the bonus is formulaic; at fully discretionary, the effective OTE is lower. The 28,000 RSU grant at a \$4.20 409A is in the expected range for this level and stage.

Compensation benchmarks are directional estimates, not precise percentiles. Individual negotiation outcomes vary widely.

Series C-stage equity risk is significant — this assessment does not predict any exit outcome.

Benefits quality (healthcare plan costs, actual PTO usage norms) can significantly affect total compensation and are not captured here.

Side-by-side: Helix Labs vs. Quanta Systems

Dimension	Helix Labs (this offer)	Quanta Systems	Winner
Base salary	\$245,000 (Helix Labs)	\$260,000 (Quanta Systems)	QUANTA
Signing bonus	\$40,000 (24-mo clawback)	\$0	THIS
Target bonus	\$35,000 (discretionary)	\$30,000 (formulaic)	QUANTA
OTE (best case)	\$320,000	\$290,000	THIS
Equity	28,000 RSUs, Series C	22,000 RSUs, Series D	TIE
Non-compete	12 mo US-wide (questionable MA)	None (CA HQ, voids by statute)	QUANTA
Arbitration	Full stack, DE venue	Opt-out provision available	QUANTA
Signing clawback	24 months pro-rata	None	QUANTA

IN PLAIN ENGLISH

Quanta wins on base, bonus predictability, non-compete, and signing clawback. Helix wins on equity count and signing bonus (if you plan to stay 2+ years). If career growth trajectory is equivalent, Quanta's legal flexibility is a meaningful advantage.

Jurisdiction notes — Massachusetts

- MNAA (M.G.L. c. 149 §24L): Non-compete requires garden-leave pay ($\geq 50\%$ of highest annualized base in prior 2 years = \$122,500) or other consideration. Absence makes this clause likely defective.
- G.L. c. 149 §19D: Employers cannot claim ownership of inventions developed entirely on employee's own time, with own resources, unrelated to company business. The IP clause's absence of this carve-out is technically unlawful in MA.
- MA Wage Act (c. 149 §148): Earned wages (including a formulaic bonus once earned) cannot be waived and are not subject to arbitration of payment disputes.
- Delaware choice-of-law: MA courts scrutinize out-of-state choice-of-law clauses in employment agreements and may apply MA law to protect employees from losing statutory rights.
- EFAA (2022): Federal law bars mandatory arbitration of sexual harassment and assault claims — Helix Labs' arbitration clause should (but does not) explicitly acknowledge this.

Informational only. Not legal advice. MA statutes and case law change — confirm with a licensed Massachusetts employment attorney before signing.

Questions to ask the employer

1 Will Helix Labs add garden-leave pay (at least 50% of base for 12 months) or reduce the non-compete to 6 months to comply with MNAA?

2 Will the IP assignment be amended to include the Massachusetts G.L. c. 149 §19D inventor carve-out?

3 Will the signing-bonus clawback period be reduced from 24 months to 12 months?

4 Will the arbitration venue be changed to Boston/Massachusetts and governed by Massachusetts law?

5 Can the target bonus be converted to a formulaic plan with documented metrics and a proration schedule on termination?

What to do next



1

Consult a Massachusetts employment attorney

The non-compete, IP clause, and out-of-state arbitration all require a 1-hour consult before signing. Ask specifically about the MNAA, §19D, and whether the Delaware choice-of-law clause is enforceable against MA employees.



2

Negotiate the top three terms

Focus redline on: (1) non-compete garden-leave fix, (2) 12-month signing clawback instead of 24, (3) IP §19D carve-out. These are low-cost for Helix Labs and high-value for you.



3

Get the bonus plan in writing

Before start date, request a written bonus plan showing the targets, payout schedule, and proration formula. 'Sole discretion of the Board' without a plan makes the \$35K notionally \$0.



4

Compare Quanta Systems offer seriously

Quanta wins on base (+\$15K), formulaic bonus structure, no non-compete, and signing-bonus-free. If career trajectory at both companies is comparable, the Quanta offer has meaningfully fewer legal strings.

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