



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT dated 4/27/2023

BETWEEN:

Amazon Prep Center LLC of 1201 N Market St, Wilmington, DE 19801

(hereinafter "Employer")

OF THE FIRST PART

-AND-

Artie Myers of 200 fithian ave apt 4 Paris ky 40361

(hereinafter "Employee")

OF THE SECOND PART.

BACKGROUND:

- A. The Employer is of the opinion that the Employee has the necessary qualifications and abilities to assist and benefit the Employer in its business.
- B. The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

1. Subject of the Agreement

1.1. According to the present Agreement the Employer hereby engages the Employee and the Employee is obliged to perform the services set forth herein. The Employee hereby accepts such engagement and undersigns to act in the interest of the Employer while the present Agreement is in force in exchange for compensation for his/her services.

1.2. The services provided to the Employer in the sense of the present Agreement are understood as a professional activity of the Employee consisting of a variety of transactions set out in Appendix A, attached to this Agreement. Appendix A represents the integral part of the Agreement and contains the principles and values governing the relationship between the Employer and the Employee.

2. General provisions

2.1. The provisions of the Agreement may be negotiated and amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Employer and agreed to by the Employee. No modification or amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Parties. All changes, supplements and appendices to the present Agreement are an integral part of the present Agreement.

2.2. The Employee provides services in strict conformity to Appendix A with the purpose of receiving the greatest possible profit. The aforementioned Appendix A is signed by the Parties along with signing of the present Agreement.

2.3. Section headings do not completely and accurately reflect the content of the present Agreement and therefore shall not be considered a part of this Agreement.

2.4. This Agreement contains the entire understanding by the Parties with respect to the matters contained herein and supersedes all previous negotiations, agreements and commitments related thereto. There are no promises, covenants or undertakings between the Parties other than those expressly set forth in this Agreement. In the event of any conflicts between this Agreement and any Prior Agreement, this Agreement shall prevail.

2.5. Neither Party shall be liable for any delay or nonperformance of any provision of this Agreement. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain non-cancelable and in full force and effect.

2.6. The Parties have agreed to consider any messages sent to each other by means of facsimile communication and electronic mails to be legally binding.

3. Expenses and dues

3.1. All expenses or dues, which the Employee has paid (or should pay in the future) for the execution of the obligations under the present Agreement, are subject to compensation at the expense of the Employer, at the rate of actual expenses.

3.2. The Employer undertakes to reimburse all reasonable and approved expenses incurred in connection with the performance of the duties hereunder during the term of this Agreement with the exception of remuneration for time spent by the Employee commuting to and from Company facilities.

3.3. The above-stated expenses and the dues shall be specified in Appendix A.

4. Employee's Accountability

4.1. The accountability of the Employee consists of following the instructions of the supervisor and other Company officials. Instructions will be furnished in writing and are considered an integral part of the employee's training. As time is of the essence for all transactions, due diligence will be required.

5. Privacy statement

5.1. Any information transferred from one Party to another in the framework of the present Agreement, is confidential and is not subject to disclosure to any third parties without the written agreement of the Parties.

5.2. The Employee, by signing this Agreement, expressly grants the Employer all copyrightable material, any and all inventions, discoveries, developments and innovations conceived by the Employee during this engagement. Such materials obtained relative to the duties under this Agreement shall be the exclusive property of the Employer.

5.3. The Employer limits the number of employees admitted to Company information to the number of employees necessary for the execution of this Agreement.

5.4. The Employee undertakes not to disclose information about operations, accounts, tasks and essential elements of the Employer to third parties, except for cases in which the disclosure of such information is directly authorized by the Employer or is necessary for the execution of the present Agreement.

5.5. The Employee is cognizant that the tasks system utilized by the Employee is the property of the Employer. No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Employee.

5.6. The Employer and the Employee shall identify pre-existing confidential or proprietary items to be delivered under this Agreement as follows: The Employee and the Employer agree that during this Agreement, it is possible that the Employee may develop additional data or information that the Employee considers to be protectable as confidential information. The Employee acknowledges that during the engagement he will have access to, and become acquainted with, various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Employer and/or used by the Employer in connection with the operation of its business including, without limitation, the Employer's business and product processes, methods, customer lists, accounts and procedures.

5.7. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Employer, whether prepared by the Employee or otherwise coming into his possession, shall remain the exclusive property of the Employer.

5.8. The Employee shall not retain any copies of the foregoing without the Employer's prior written permission. Upon the expiration or early termination of this Agreement, or by request of the Employer, the Employee shall immediately deliver to the Employer all such files, records, documents, specifications, information, and other items in his possession or under his control.

5.9. The Employee undertakes not to distribute any information which becomes known to him in connection with the present Agreement.

5.10. The Employee undertakes not to disclose the text of the present Agreement, including all changes, supplements and appendices to the third parties.

5.11. No contract shall be entered into without these rights being assured to the Employer from the Employee.

6. Rights and Responsibilities of the Parties

6.1. The Parties bear the responsibility for non-execution and inadequate execution of the obligations under the present Agreement stipulated hereto.

6.2. The Parties bear responsibility for disclosure of confidential information related to their mutual actions within the basis of the present Agreement.

6.3. During the term of this agreement, the Employee shall devote as much of his productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner.

6.4. The Employee represents that he is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Employee and any third party. The Employee is expressly free to perform services for other parties while performing services for the Employer, with the exception of providing services for companies which are direct competitors of the Employer or that perform similar services.

6.5. For a period of six months following any termination, the Employee shall not, directly or indirectly, hire, solicit, or encourage any employee or consultant of the Employer to terminate his employment or contractual engagement with the Employer. The Employee agrees not to hire any such employee or consultant who has left the Employer's employ or contractual engagement for a period of one year.

7. Right to Injunction

7.1. The Employee is cognizant that the services to be rendered to the Employer under this Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value. The loss of the rights and privileges granted to the Employer under the Agreement cannot be reasonably or adequately compensated by any action of law, and the breach by the Employee of any of the provisions of this Agreement will cause the Employer irreparable injury and damage.

7.2. The Employee expressly agrees that the Employer shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Employee. Resort to such relief shall not be construed to be a waiver of any other rights or remedies that the Employer may have for damages or otherwise. The various rights and remedies of the Employer under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

8. The duration and rescission of the Agreement

8.1. The present Agreement becomes effective from the moment of its signing by the Parties.

8.2. The present Agreement can be terminated on mutual agreement of the Parties, and also on the bases stipulated by governing law.

8.3. Merger or consolidation of the Employer into or with any other entity shall not justify the termination of the present Agreement.

8.4. The Employer retains the right to terminate, at once, upon the default of the Employee to fulfill his/her duties under the Agreement and to proceed with the work required in any manner the Employer deems proper.

8.5. If the Employee is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Employer, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Employer at any time may terminate the engagement of the Employee immediately and without prior written notice to the Employee.

8.6. The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is the greater of ten (10) days or any minimum notice required by law.

8.7. If the Employee wishes to terminate this Agreement with the Employer, the Employee will provide the Employer with notice of ten (10) days. As an alternative, if the employee co-operates with the training and development of a replacement, then sufficient notice is given if it allows the Employer enough time to find and train a replacement.

8.8. Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period.

9. Benefits package, professional advantages

9.1. The Employee, being the independent Party, independently bears responsibility for execution of services in the context of the present Agreement. Therefore, the Employee agrees that the Employer shall not render payment to the Employee in case of failure to comply with the terms of the Agreement.

9.2. No claim against the Employer hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind from the part of the Employee will be considered.

9.3. The Employee will be entitled to only those additional benefits that are currently available as described in this Agreement or as are required by law.

9.4. The Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days' written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

10. Successors and Assignments

10.1. This Agreement shall be binding upon and inure to the benefit of the successors or assigns of the Parties hereto and, to the extent any successor or assign is not bound by operation of law, each Party shall cause such successor or assign to expressly agree in writing to be bound by this Agreement.

10.2. Neither Party may assign or delegate any rights or obligations arising under this Agreement, whether voluntarily or by operation of law, without the express written consent of the other Party, and any such purported assignment or delegation shall be void and without effect.

11. Applicable right and resolution of disputes

11.1. The present Agreement is adjusted to the legislation of the United States.

11.2. All dissents, disputes and contraventions, which can arise between the Parties in relation to the conclusion, execution and avoidance of the present Agreement, are subject to the admittance by negotiation.

11.3. In a case when the Parties have not achieved consent during negotiation, the dispute is subject to consideration in the order stipulated by the rules of U.S. Department of Labor, and the judgments may be brought to any court of competent jurisdiction.

12. Waiver

12.1. The release of the obliged Party from the liability for nonperformance, inadequate execution any of the unrealizable obligation under the present Agreement, does not entail the release of this Party from the liability for nonperformance of its other obligations which have been not recognized by the Parties unrealizable on the Agreement. Failure or delay by either Party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

13. Notices

13.1. All notices required or authorized hereunder shall be in writing and shall be delivered by any reasonable means, including by personal delivery, facsimile, electronic messages, registered or certified mail to the address of the Party to which that notice is to be given. If such notice is sent via the United States Postal Service, it shall be sent by certified or registered post, postage prepaid, with return receipt requested.

13.2. If such notice or demand is served personally, notice shall be deemed conclusively made at the time of such personal service. If such notice, demand or other communication is given by mail; such notice shall be conclusively deemed as given seven (7) days after deposit thereof in the United States Postal Service. Facsimiles and electronic messages shall be deemed received conclusively after confirmation by any officials of the Employer.

13.3. If either party changes its address, written notice must be made to the other party a minimum of two weeks prior to such change.

13.4. The Agreement, as well as all supplements, changes and the appendices to the present Agreement signed by the means of facsimile communication and electronic mails, stand good by law.

IN WITNESS WHEREOF, the Parties have duly affixed their signatures

EMPLOYEE

Name: Artie Myers

Remote Assistant

Signature: 
3E9BBBECF6254F4...

EMPLOYER

Name: David Werner

CEO, Amazon Prep Center LLC

Signature: 
3940DEDB2A2D4E8...

APPENDIX A

1. JOB TITLE AND DESCRIPTION

1.1 The Employer agrees to employ the Employee as a Remote Assistant. The Employee will be expected to perform the following functions:

- a) Receipt and pick-up of postal items, shipped by such delivery services as FedEx, UPS, USPS, DHL etc.
- b) Processing of postal items, including the following procedures:
 - receiving, handling, opening packages;
 - inspection of contents, description of items, their condition and their accessories;
 - photographing and weighing of commodities;
 - complete written activity reports.
- c) Storage of postal items for up to 30 days in case of temporary delays or difficulties in shipping them to the destination point;
- d) Consolidation and division of postal items;
- e) Shipment of packages and envelopes by delivery services to order and at the expense of the Employer;

1.2 The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.

1.3 The Employee will perform any and all duties that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.

1.4 The Employer cannot unilaterally make significant changes to the Employee's job title or job description, but may make minor alterations which are considered reasonable for a similar position in the industry or business of the Employer. The Employee's job title or duties may be changed by mutual consent and with the approval of both the Employee and the Employer.

1.5 The Employee agrees to abide by the Employer's rules, regulations, and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.

1.6 The Employee shall receive all necessary training material and instructions from a direct supervisor, to be assigned by the Employer. Training materials and instructions will be communicated through means of telephone communication, web-interface and electronic mail.

1.7 The Employee shall perform his/her duties within a time frame set by the Employer. The Employer expects any tasks to be completed within the customary delays for business intercourse in this field. Should the Employee be unable to perform his/her duties on time, an explanation concerning the reason for delay must be provided.

2. PROBATIONARY PERIOD

2.1 The Employee will remain on probation for 1 (one) month. Upon termination of the probationary period, the Employee will be accepted into the regular staff with indication in the personal record and notice from the Employer.

3. AGREEMENT DURATION

3.1 This Agreement comes into effect at the moment of its signing, and is not time limited.

4. EMPLOYEE COMPENSATION

4.1 The calculation of compensation for labor will begin at the time the Employee commences his/her duties.

4.2 Compensation paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Compensation") consists of a monthly base salary of \$2,000 (two thousand). A bonus for diligent and timely performance of duties in strict compliance with the instructions, up to 100% (a hundred percent) of base salary, may be granted upon the discretion of the Employer.

4.3 This Compensation will be payable at the end of the first month during the probationary period. The Compensation will be payable twice a month in the equal installments during the remainder of the contract period. The bonus, if any, will be paid once a month.

4.4 The Employee understands and agrees that bonuses paid to the Employee will be at the sole discretion of the Employer. The Employee does not earn or accrue any right to incentive compensation simply by virtue of his/her employment.

4.5 In case of refusal by the Employee to perform his/her duties in a timely fashion, deliberate delay of receipt or shipment of postal items or deliberate voluntary waste and/or destruction of the Employer's property, the Employer shall be entitled to compensation from the Employee. Any such penalties shall be deducted from the salary of the Employee.

5. ADDITIONAL CHARGES

5.1 Should the Employee be required to cover additional expenses related to his professional activity with the Employer, the Employee shall, upon submission of the proper documentation and with prior approval of the Employer, be compensated for such expenses by the Employer.

5.2 The Employer is responsible for postal fees, shipping costs and any other charges related to work performed by the Employee on its behalf.

6. ADDITIONAL REGULATIONS

6.1 The Employee performs his/her activity remotely, at the address indicated in this Agreement.

6.2 The Employee is authorized to receive parcels, sign way bills and perform other necessary functions in either his/her name, the name of the Employer or in the name of the third parties who are the clients of the Employer.

7. VACATION

7.1 The Employee will be entitled to four weeks of paid vacation each year during the term of this Agreement, or as defined by the laws governing the Employee's place of work, whichever is greater.

7.2 The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee.

IN WITNESS WHEREOF, the Parties have duly affixed their signatures

EMPLOYEE

Name: Artie Myers

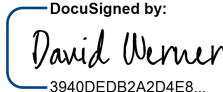
Remote Assistant

Signature: 3E9BBBECF6254F4...

EMPLOYER

Name: David Werner

CEO, Amazon Prep Center LLC

Signature: 3940DEDB2A2D4E8...