

# EMPLOYMENT AGREEMENT INSTRUCTIONS

1. Read thoroughly the Employment Agreement;
2. Complete all required fields and sign with your electronic signature;
3. Attach your signed agreement and a copy of your government-issued photo ID. Email to our HR specialists;
4. We will contact you after your information has been verified.

*IMPORTANT: Enter valid information (name, email, address and phone number). You will be contacted on the phone. Make sure your phone is on Mon-Fri during the normal business hours.*



# EMPLOYMENT AGREEMENT

This agreement is made effective as of: \_\_\_\_\_ DATE \_\_\_\_\_

**BETWEEN:** \_\_\_\_\_ FULL NAME \_\_\_\_\_ (Hereinafter called "Employee")

with the main address at: \_\_\_\_\_ COMPLETE ADDRESS \_\_\_\_\_

**AND:** **QWIK SHIP LLC** (Hereinafter called "Company") a business existing under the laws of the State of New Jersey registered at: **8 Progress St Edison, NJ 08820** **EIN: 47-2476031**

## RECITALS

For good consideration, the company employs the Employee on the following terms and conditions.

### 1. Term of Employment

Subject to the provisions for termination set forth below this agreement will begin on the date of signing, unless sooner terminated.

### 2. Duties and Position

The Employee's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Employee and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Employee and agreed to by the Company, and which collectively are hereby incorporated by reference.

### 3. Employment Classification

The Employee will be engaged on a part-time basis for the period of 1 year. During the employment with the Company, the Employee may undertake any outside business interest or activity without the prior consent of the Company.

### 4. Salary

The Company shall pay the Employee a salary of \$2,900.00 per month plus \$20.00 bonus payment per package sent meeting the company standards described in Exhibit A (before taxes) for the services of the Employee, payable at regular monthly payroll period. The Employee may be entitled to an additional/bonus payment in case of excellent performance during the payroll period. The Employee receives holiday pay for the Federal Holidays. Upon termination of this Agreement, payments under this paragraph shall cease.

### 5. Reimbursement of Expenses

In exceptional cases where Employee might incur expenses for furthering the Company's business, which may include expenses for additional shipping materials or payment for shipping services, the Company shall reimburse Employee only after the Employee presents an itemized account of expenditures with official receipts, pursuant to Company policy.

### 6. Vacation

The Employee shall be entitled to a paid vacation of 3 weeks yearly after 3 months of employment, at any time upon 5 business day written notice to the Company.

### 7. Confidentiality of Proprietary Information

The Employee agrees, directly or indirectly, not to use or disclose any of the Company's confidential information or trade secrets to any person, firm, corporation, or entity. If it appears that the Employee has disclosed (or has threatened to disclose) such information in violation of this Agreement, the Company shall be entitled to an injunction restraining the Employee from disclosing, in whole or in part, the said information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. Any expenses the Company incurs considering information confidentiality violation will be reimbursed by the Employee. The confidentiality provisions of this Agreement will remain in full force and effect during the Employee's employment period and after its termination.

## **8. Disability**

In the event that the Employee cannot perform the duties because of illness or incapacity, the compensation during said illness or incapacity will be reduced by 20 percent. The Employee's full compensation will be reinstated upon Employee's return to work provided the Employee submits satisfactory documents supporting his/her absence. However, if the Employee cannot provide supporting documents, the Company may terminate the Employee's contract, and the Company's obligations under this agreement will cease on that date.

## **9. Termination of Agreement**

Without cause, the Company may terminate this agreement at any time upon 5 business days written notice to the Employee. At the Company's request, the Employee will continue to perform duties and will be paid regular salary up to the date of termination. In this case the Employee will not receive severance allowance.

Without cause, the Employee may terminate the employment upon 5 business day written notice to the Company. The Employee may be required to perform his/ her duties and will be paid the regular salary up to the date of termination but will not receive severance allowance.

## **10. Death Benefit**

Should the Employee die during the term of employment, the Company shall pay to the Employee's estate any compensation due through the end of the month in which death occurred.

## **11. Restriction on Post-employment Compensation**

For a period of 1 month after the termination of the Agreement, the Employee shall not control, consult or be involved in any business similar to that conducted by the Company, either by soliciting any of its accounts or by operating within the Company's general trading area.

## **12. Assistance in Litigation**

In case that the Company is involved in or may become a party of any litigation, the Employee will furnish the necessary information and proper assistance to the Company if required.

## **13. Effect of Prior Agreements**

This Agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this agreement.

## **14. Settlement by Arbitration**

Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.

## **15. Limited Effect of Waiver by Company**

Should the Company waive breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.

## **16. Severability**

If for any reason, a provision of this Agreement is held invalid, all other provisions of this Agreement will remain in effect. If this Agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company (or any predecessor thereof) and the Employee will be deemed reinstated as if this Agreement had not been executed.

## **17. Assumption of Agreement by Company's Successors and Assignees**

The Company's rights and obligations under this Agreement will inure to the benefit and be binding upon the Company's successors and assignees.

## **18. Oral Modifications Not Binding**

This instrument in its entirety is the binding agreement between the Company and the Employee. Oral changes have no effect. It may be altered only by a written agreement duly signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

## CONFIDENTIALITY TERMS AND CONDITIONS

### 1. CONFIDENTIAL INFORMATION

For purposes of this Agreement, Confidential Information means any data or information that is the property of the Company and is not accessible for the public, whether in tangible or intangible form. Confidential Information does not include the information which:

- a) as known by the Employee before receiving the Confidential Information from the Company or a third-party source;
- b) is or becomes publicly available through no failure of the Company in breach of this Agreement;
- c) is required to be disclosed in a judicial or administrative proceedings, or is otherwise requested by legislative regulations;
- d) is independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement.
- e) This Confidential Information is acknowledged by the Employee to have inherent value, both economic and otherwise. The Employee hereby agrees to hold confidential and make reasonable efforts to maintain secrecy and confidentiality of all Confidential Information that may pass to the Employee from the Company during the period governed by this Agreement.

### 2. DISCLOSURE

The Employee agrees not to use the Confidential Information in any way. The Employee is prohibited from:

- a) making copies or duplicates of any Confidential Information, except as essential fulfillment of the Employee's duties to the Company;
- b) removing any Confidential Information, related documents or proprietary property or information without the written authorization of the Company;
- c) disclosing any Confidential Information to third parties without the written authorization of the Company. If it should be necessary for the Employee to disclose Confidential Information to third parties in the source of its business relationship with the Company, the third parties must be properly instructed that the disclosed information is confidential and that the third parties must strictly follow the terms and conditions of this Agreement;
- d) the Employee further agrees that after the termination of this Agreement he/she must not use or disclose any Confidential Information as well.

### 3. NOTICE OF BREACH

The Employee agrees to notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other violations of this Agreement and to cooperate with efforts by the Company to help regain possession of Confidential Information and prevent its further unauthorized use.

IN WITNESS THEREOF the parties hereto have executed this Agreement effective as of the date first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

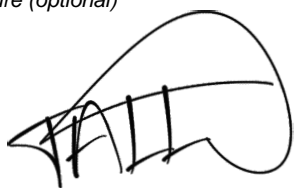
#### THE EMPLOYEE:

By: \_\_\_\_\_  
*Electronic Signature (optional)*

\_\_\_\_\_  
*Printed Name*

#### THE COMPANY:

By: \_\_\_\_\_  
*Signature*



THOMAS ALLEN  
\_\_\_\_\_  
*Printed Name*



# EXHIBIT A

## Duties:

Company assigns Employee to perform the following tasks:

1. Receive, inspect, sort and ship out packages. 10-15 packages per week on average.
2. Create reports for each package and send them to immediate Supervisor/Manager.
3. Prepare items for shipping and returns by packaging, boxing, strapping, and shrink wrapping.
4. Follow the instructions from Supervisor/Manager.
5. Orders should be shipped out in 24 hours from the moment the shipping label is provided.
6. Working hours are flexible, but packages need to be processed between 9:00AM – 7:00PM Employee's local time.
7. Working days are Monday to Friday. In case you need a day off, inform your manager 5 days in advance.

The Employee will report directly to a manager or to any other party designated by the Company in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed by the Employee. All necessary training is done during the probation period within the working process.

Contract may be terminated with the agreement of both sides on 5 business day written notice.

## Content of Packages:

All products purchased by the Company and delivered to the Employee are strictly in accordance with the Federal Trade Commission. Products are purchased on behalf and with the consent of the Company's clients.

## Compensation and Salary:

1. Payment terms by Company to Employee may be improved by mutual agreement of both parties. Any improvements made to this Contract should be acknowledged in writing by both parties before 5 business days of the improvement.
2. Company agrees to pay Employee for [his or her] services the amount of \$2,900.00 (before taxes) per month starting from the date the first package is sent plus \$20.00 bonus payment per package shipped out meeting the company standards.
3. Company provides shipping supplies with no cost for Employee.
4. Company pays for shipping expenses.
5. Salary is paid once a month on the date established by the accounting department. Salary is delivered by paycheck.
6. Employee gets a \$20.00 bonus per package if shipped out on time with no mistakes and no delays. It should be consistent for the whole payroll period. The bonus shall be awarded 3 days after the salary payout date and delivered the same payment method as the salary.

## Term:

The term of EXHIBIT A shall be a period of 1 year from the date it is signed. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.


The parties hereto agree that facsimile signatures shall be as effective as if originals.

## THE EMPLOYEE:

By: \_\_\_\_\_  
*Electronic Signature (optional)*

\_\_\_\_\_  
*Printed Name*

## THE COMPANY:

By:   
*Signature*

THOMAS ALLEN  
\_\_\_\_\_  
*Printed Name*



## ADDITIONAL INFORMATION:

Please, complete the following:

<i>Full Name</i>	
<i>Complete Address*</i>	
<i>Home Phone Number</i>	
<i>Cell Phone Number</i>	
<i>Email</i>	
<i>Emergency Contact**</i>	

\* Provide your complete address including apartment number where you want to receive packages at.

\*\* Name and phone number of your friends or family members to contact in case of emergency

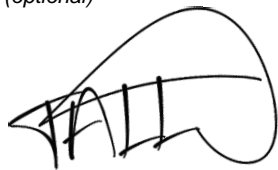
We will not, in any circumstances, share your personal information with other individuals or organizations including public organizations, corporations or individuals. We do not sell, communicate or divulge your information to any mailing lists. The information is collected for verification purposes only.

### THE EMPLOYEE:

By: \_\_\_\_\_  
*Electronic Signature (optional)*

\_\_\_\_\_  
*Printed Name*

### THE COMPANY:

By:   
\_\_\_\_\_  
*Signature*

THOMAS ALLEN  
\_\_\_\_\_  
*Printed Name*