



EMPLOYMENT AGREEMENT
REF# MXP-540238-2409-AGR

This Employment Agreement (referred to as the “Contract” for the purposes of this document) serves as a legal and binding contract between the following parties: **Mitexp Inc**, registered and located at **800 Wilshire Blvd #1224, Los Angeles, CA 90017** and:

FIRST NAME: Melissa

LAST NAME: Huff

ADDRESS: 1300 Josephine Dr Apt 201

CITY: Alice

STATE: Texas

ZIP CODE: 78332

PHONE: 512-924-2124

EMAIL: mhuff2416@gmail.com

For the purposes of this document, the involved parties will be referred to as the “Employer” and the “Employee”. When both the Employer and the Employee are referred to in the same section, the term “Parties” will be used.

This Contract adheres to all laws of the United States and, furthermore, is bound by those laws for the purposes of this document.

The Employee must complete the requested information below. After the Employee has read, completed, and signed the Contract, they are required to forward it to the Employer. The Employer is unable to move forward with the hiring process without the completed Contract and no formal job offer will be extended to the Employee until it is received.

The Employer has previously reviewed the qualifications presented by the Employee. The offering of this Contract serves as confirmation that the Employee does meet all the job requirements necessary for the position of Order Selector. The Employer has agreed to extend a conditional job offer of employment to the Employee based on these qualifications. All conditions will be removed with the act of submission of this Contract and all required documents requested therein.

This Contract not only serves as an offer of Employment but also as the Job Description which details all responsibilities and duties that are expected to be completed by the Employee.

This Contract becomes effective from the commencement date outlined in Section 1.

1. COMMENCEMENT DATE: 04/16/2024

2. RESPONSIBILITIES OF EMPLOYEE

- a) By signing this Contract, the Employee is stating that they have read and understood this Contract and furthermore, they agree to carry out the responsibilities and duties detailed within. The Employer has the right, at any time, to modify the Employee's duties as they see fit. The Employer agrees to notify the Employee of any and all modifications via e-mail as soon as they are reasonably expected. All such notifications will provide the Employee with sufficient time to comply with the changes.
- b) The Employer agrees to provide all necessary tools and resources to the Employee that are required to successfully carry out all job duties. The Employer will also provide the following to the Employee: multiple options for communicating with their curator, including phone, e-mail, etc.; online account access, training software and manuals, and all other resource materials necessary for the position of Order Selector.
- c) The following is an inconclusive list of some of the more common job duties expected of the Employee: serve as a Order Selector; receive deliveries in person; track and update CRM with assignment status; make sure customers' orders are professionally received, processed, and delivered; pick up or drop off packages from local carriers' offices or stores; safely handle and store fragile merchandise; inspect all items and packages after receiving; record and process damaged packages per Employer or customer instructions; affix prepaid labels; carefully pack each item to prepare for delivery to the customer; take pictures and upload images into a specified cloud location; respond to business correspondence in a timely manner and be discreet and respectful of clients' privacy.

- d) The Employee must be available during regular business hours from Monday through Friday, between the hours of 9am and 5pm. The Employee has some flexibility and may have periods of downtime, but every effort should be made to avail themselves for the purposes of receiving packages and communications from the Employer and carriers. When a package is received by the Employee, they have 48 hours after receipt of the shipping documents to forward said package to the address specified by the customer.
- e) Sometimes, the Employee receives mail or packages that are addressed specifically to the Employer. The Employee is required to notify the Employer of the delivery, and then they will receive further instructions from the Employer on how to proceed.
- f) If the Employee decides to change their address, they must inform the Employer two weeks in advance. New address verification documentation will be required to show proof of relocation. Probationary Employees are not permitted to change their address for two months after they start their employment.
- g) The Employee must provide the Employer with proof that they have access to a computer with a printer, Internet access, and continuous phone service. The Employee must ensure that they have access to all the above resources during their scheduled working hours. Any expenses incurred by the Employee as a result of the use of this equipment for business purposes will be reimbursed by the Employer provided the Employee can provide them with supporting documentation and receipts.

3. TERMS OF EMPLOYMENT

- a) The Employment Agreement will be valid for one (1) year from the Commencement Date noted under Section 1 of this Contract. The Parties reserve the right to cancel the Contract for any reason. In order to initiate cancellation, the Parties must follow the procedure outlined in Section 3b.
- b) As outlined under Section 3a, either party reserves the right to cancel the Contract provided they notify the other party two weeks prior to the intended cancellation effective date.
- c) The Parties also reserve the right to renew the Contract indefinitely if both parties agree.
- d) The Employer reserves the right to release the Employee from employment without prior notice for several reasons. The grounds for immediate termination of the Contract are:

- Willful damage, destruction, or vandalism to any property of the Employer, clients, their agents, vendors, or employees.
 - Fraud or theft directed at the Employer, clients, their agents, vendors, or employees.
 - Habitual negligent behavior resulting in regular financial loss for the Employer, clients, their agents, vendors, or employees.
 - Unprofessional or inappropriate behavior on the part of the Employee directed at the Employer, clients, their agents, vendors, or employees.
 - If it is discovered that misrepresentation of qualifications and skills were presented to secure this job under false pretenses.
- e) In the event that the Employee is terminated or released from their employment, they will have 24 hours to return any property that belongs to the Employer, its customers, or agents. Tracking numbers and/or receipts must be provided to the Employer as proof that the items are being returned.
- f) By signing the Contract, the Employee agrees that they have both read and understood the Contract and asserts that they are physically capable of fulfilling their job duties. Furthermore, they agree that any questions they may have had were answered to their satisfaction by the Employer and they enter into this agreement at their own peril.
- g) Any unpaid wage that is owed to the Employee at the end of the employment term (whether voluntary or involuntary discharge) will be paid out to the Employee in due time. The Employee acknowledges that if they are found to have engaged in any fraud, theft, or otherwise illegal activity while employed by the Employer, the Employee will have no legal recourse against the Employer.

4. SALARY AND TAXES

- a) The Employee can expect to receive their first package within 5-7 business days after their employment begins. The 30-day probationary period starts from the day the first assignment is completed. The probationary period is paid out at a salary rate of \$3250 per month. There is a separate allotment for travel expenses of \$100 per month. These earnings will be reported on a 1099-MISC form, and the Employee is responsible for all state and federal taxes that may be due on those earnings. The Employee will be paid at the end of the 30-day probationary period provided all criteria and expectations have been met by the Employee as it relates to job duties. Paychecks will be mailed to the Employee's address.

- b) After successfully completing the probationary period, the Employee's curator will make a recommendation regarding suitability for permanent employment to the Employer. If a permanent position is approved, the Employee's salary increases to \$3650 each month, and the travel reimbursement is increased by \$150 each month. Permanent employees will receive a W-2 each year. The Employer will withhold all state and federal wage taxes due on behalf of the Employee. Paychecks for permanent employees are issued either bi-weekly or monthly, depending on Employee preferences. Paychecks can be mailed to the Employee's home or direct deposited into their bank accounts.
- a) Permanent employees are eligible for medical and dental benefits. Coverage, insurance providers, and premiums will vary from state to state.
- b) No additional benefits or arrangements are expressed or implied unless done so in writing and added as addenda to this Contract.

5. ASSESSMENT AND PERFORMANCE SCORE

- a) Mitexp will conduct a skill assessment test after the Employee completes their probationary period. In addition, their performance will be assessed by the curator, along with their processing times, to determine the appropriateness of extending a permanent position offer to the Employee. The same process is used to determine bonuses and fines.
- b) Bonuses:
 - Overtime Processing - Awarded when the Employee completes an assignment outside of normal business hours (Employee's local time). The Employee receives a \$15 bonus for each assignment completed in this manner.
 - Weekend Processing - Awarded when the Employee processes an assignment over the weekend. The Employee will be receiving a \$40 bonus per day.
 - Pick-up Orders Processing - Pick-up orders require immediate attention after they show up in the CRM. If the assignment is picked up and processed the same day it appears in the CRM, the Employee receives a \$30 bonus for each assignment.
- c) Fines:
 - Habitual Missed Deliveries - When the Employee routinely misses deliveries (5 or more within 30 days) they will be assessed a \$10 fine for each delivery that is missed.
 - Inaccessibility - If the Employee is unavailable for 6 hours or more during a particular workday, their account may be deactivated.

- Processing Delays – If the Employee’s processing time on an assignment exceeds 48 hours after the receipt of the shipping documents without a legitimate reason, a fine of \$50 will be assessed for each day the package has been delayed.
- Lost Packages – If the Employee misses a package delivery and it results in the package subsequently being lost, the Employee will be assessed a fine that is equivalent to the value of the item.
- Loss due to Termination of Employment – In the event the Employee is terminated, and a package is lost as a result of the termination, the Employee will be fined the value of the item.

6. BENEFITS AND TIME OFF

- a) The Employee is eligible for benefits once they attain permanent status. The benefit package includes health benefits, including dental and vision. They are also eligible to participate in the Employer’s 401K plan. Actual coverage terms and premiums are subject to the guidelines of the Employee’s resident state. Medical benefits become effective in the 2nd month of permanent employment. Eligibility for 401k participation will be effective 90 days after the commencement date of the Contract.
- b) Permanent employees are entitled to 28 paid vacation days and 14 paid sick days each year. Requests for time off (paid or unpaid) must follow the Employer’s procedures as described within this section. There are no guarantees that time off will be approved or paid, especially if proper procedure is not followed. All requests must be approved.
- c) All requests for vacation time off must be submitted in advance to the Employee’s immediate curator for review and approval. If the request is for sick time, then the Employee must provide medical documentation supporting the medical claim against benefited time off.
- d) In the event the Employee resigns their position, adequate notice should be provided to the Employer two weeks in advance of the effective date of the separation. Proper notification is required so that the Employer can re-route and reassign packages to minimize service disruptions. A failure to provide at least two weeks’ notice to the Employer will result in possible fines being assessed against the Employees’ wages as outlined in Section 5c of the Contract.
- e) The 30-day probationary period does not allow the Employee to take any time off, including vacation, sick, or FMLA time. The Employee is required to work the 30-day period without interruption. If special circumstances arise that would prevent this from

happening, the Employee must notify the curator so alternate arrangements can be made.

7. CONFIDENTIALITY

- a) During the course of employment, the Employee agrees to make every reasonable effort to protect all the information about or related to the Employer, its customers, and its agents. This information includes all usernames and passwords assigned to the Employee for use during their employment. The Employee agrees to follow the privacy policies as outlined by the Employer. If the Employee is found to have violated any of these policies at any point during their employment, that can be construed as grounds for termination. Such protected information includes, but is not limited to, proprietary business models, trade secrets, personal information of the Employer, its clients and agents, its employees, et al.
- b) The Employer agrees to accept responsibility for the proper storage and safeguarding of the Employee's personal information. All reasonable measures will be taken to prevent unauthorized access and use. If the Employee ends their relationship with the Employer, the Employer agrees to properly dispose of all personal information about the Employee complying with all government regulations and HR practices.


By signing below, the Employee and the Employer agree that they have read and understood the terms of the Contract and the Parties agree to abide by those terms without any reservation.

Employee Name Melissa Huff

Employee Signature 

Date 04/16/2024

Company Representative and Title: **Michael Erwin, CEO**

Company CEO Signature: 





NON-DISCLOSURE AGREEMENT
REF# MXP-540238-2409-NDA

BETWEEN

DATE 04/16/2024

The "Disclosing Party": **Mitexp Inc**, owner of **Mitexp.com**, registered and located at **800 Wilshire Blvd #1224, Los Angeles, CA 90017**.

And the "Receiving Party":

FIRST NAME: Melissa

LAST NAME: Huff

ADDRESS: 1300 Josephine Dr Apt 201

CITY: Alice

STATE: Texas

ZIP CODE: 78332

PHONE: 512-924-2124

EMAIL: mhuff2416@gmail.com

"Disclosing Party" and "Receiving Party" will be collectively referred to as the "Parties".

RECITALS

- A. The Receiving Party hereby acknowledges that the Disclosing Party may disclose certain proprietary information during the course of their employment as it relates to Mitexp's customer data, proprietary business models, or other proprietary information including: trade secrets, pricing models, operations model including data related to clients, supply chain data,

supply/retail/vendor agreements, and negotiation details which will hereafter be referred to as "Proprietary Information" of the Disclosing Party.

- B. For the purposes of this Agreement, "Proprietary Information" will include any data or information that is exclusive to the Disclosing Party and generally not known to the public at large, in any form, size or shape, neither in tangible nor intangible form, whether crude or derived from a different form to obscure its source by Receiving Party or its Representatives (as defined herein), irrespective to how and when disclosure took place, including, but not limited to: electronic mail communications with the Disclosing Party; CRM software logins; program screen-shots; any documents, labels or other paperwork related to essential operations generated on the part of the Receiving Party or its Representatives, that contains or is derived from any of the Proprietary Information sources notated above.

OPERATIVE PROVISIONS

1. Disclosure, of any sort, involving the aforementioned Proprietary Information will require the following action from the Receiving Party: (a) the Proprietary Information will be safeguarded with the strictest of protection measures and will be handled with extreme confidentiality. Said measures will include, without limitation, any and all safety measures available to the Receiving Party; (b) Proprietary Information, or any information derived from that information, will not be shared with or disclosed to any third party, furthermore the Receiving Party will advise the third party of the proprietary nature of the information and of their obligation to maintain confidentiality of same; (c) the use and access of Proprietary Information will be restricted except as it directly relates to its relativity to Disclosing Party; (d) the Receiving Party will not attempt decipher, translate or derive information from the Proprietary Information or copy, in part or whole, the Proprietary Information.
2. The Disclosing Party acknowledges that the prior section does not apply with regard to any information after one (1) year following the disclosure of Proprietary Information or any other information that the Receiving Party is able to document without the necessity of granting any rights or licensures to the Receiving Party, (a) information is or has become public knowledge without involvement from Receiving Party or any of its agents or associates improperly disclosing such information; or (b) the Proprietary Information was known or in possession of the Receiving Party prior to the disclosure from the Disclosing Party and can be supported by documented evidence, with the exception of unlawfully acquired information; or (c) Proprietary Information was disclosed lawfully by a third party to the Receiving Party; or (d) the information was independently generated or gathered without the assistance of the Disclosing Party. The Receiving Party may disclose information if required by law or under court order,

making reasonable efforts to limit said disclosure while remaining in compliance with the law and informing the Disclosing Party as soon as reasonably possible so the Disclosing Party can secure a protective order.

3. Upon written notice, the Receiving Party is obligated to return all Proprietary Information including, but not limited to, documents, media, logins, copies of materials, extractions of materials, etc. containing Proprietary Information except in such instances where Proprietary Information is in a form that makes returning it impossible, and in those instances, the source must be destroyed in its entirety or the Proprietary Information must be permanently erased.
4. The Receiving Party acknowledges that no part of this Contract (a) necessitates the disclosure of any Proprietary Information on the part of the Disclosing Party; or (b) requires the Disclosing Party to establish or to continue any business relationship or business-related transaction.
5. Moreover, the Receiving Party agrees that no representation, either implied or expressed, is made or will be made in the future, and no liability or responsibility is accepted or will be accepted in the future by the Disclosing Party, or any of its employees, agents, officers, advisers, or directors relating to the correctness nor the comprehensiveness of any Proprietary Information that may be disclosed to the Receiving Party; Receiving Party is responsible for making its own assessment of the such disclosures.
6. The failure on the part of either Party to impose its rights under this Agreement shall not be interpreted as a waiver of those rights as set forth within this Agreement. If any part of this Agreement is found to be inapplicable or unlawful, neither the validity nor the applicability of the remainder of this Agreement shall be affected. Neither Party has the authority to assign or transfer any part of its rights under this Agreement without the express written consent of the other Party. This Agreement may not be modified for any reason without the express written consent from both the Parties. This Agreement establishes a mutual understanding between both Parties as to the subject matter herein unless any fraud or misrepresentation was affected. Furthermore, this Agreement supersedes all prior agreements, negotiations, representations, understandings, and writings between the Parties.
7. This Agreement is governed by the laws of the jurisdiction where the Disclosing Party is located (the "Territory") and both the Parties agree to defer to disputes stemming from this Agreement to the non-exclusion of the Courts within the Territory.
8. Both Parties recognize that the Proprietary Information to be disclosed hereafter is of a unique, valuable nature, and that the damages resulting from unlawful disclosure of the Proprietary Information would be immeasurable. Therefore, both Parties hereby acknowledge that the Disclosing Party shall be entitled to injunctive relief related to the dissemination of all Proprietary Information that violates the terms herein. Said injunctive relief shall be in addition to any other resolutions available under the law or the terms of this Agreement. The Disclosing Party shall be permitted to recover its costs

and any associated fees, including legal fees, incurred while obtaining any such relief. Moreover, in case of litigation relating to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees and expenses.

9. This Agreement becomes effective from the date and time the Employment Agreement was signed by both Parties and remains in effect for the duration of the business relationship between the Parties and one (1) year following mutual termination of that relationship.

Receiving Party

Name Melissa Huff

Signature 

Date 04/16/2024

Disclosing Party

Company Representative and Title: **Michael Erwin, CEO**

Company Representative's Signature: 



IDENTITY AND ADDRESS VERIFICATION

Mitexp hires a good portion of its workforce remotely. Therefore, it's imperative that we have guardrails to ensure we verify the identity of all new employees prior to their onboarding. Please upload a legible, color copy of your ID, driver's license, or passport in the form below. Your ID should show your legal name and current address.

Please use the additional form below to upload a copy of your utility bill, lease, or deed if the address on your ID is different from your current address. As an alternative, we can accept a property tax receipt, bank statement, insurance card or your voter registration card. Please, note that if you don't have anything to verify the address you submitted we won't be able to proceed with your employment.

'id.jpeg' attached

ID, DL or passport

'lease.jpeg' attached

Utility bill, lease or deed

SIGNATURE CERTIFICATE



REFERENCE NUMBER

3B9A6CC3-9E64-4110-B49A-FBC9AE17D304

TRANSACTION DETAILS

Reference Number

3B9A6CC3-9E64-4110-B49A-FBC9AE17D304

Transaction Type

Bulk Send

Sent At

04/16/2024 14:04 EDT

Executed At

04/16/2024 15:19 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

c2950cddde62db984cde67bc7cd2c89512d8eeae8c7ff27b83472fa1eb11b645

Signer Sequencing

Disabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

MXP-540238-2409-AGR_US

Filename

MXP-540238-2409-AGR_US.doc

Pages

12 pages

Content Type

application/msword


File Size

203 KB

Original Checksum

0c20db61076a001b66ed702b2a57901ef1a01972929c7542258528578e0463db

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Melissa Huff</p> <p>Email mhuff2416@gmail.com</p> <p>Components 26</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum da3a56d5ae56d9596e3cbcbc560dab194eb6c6845ed8c61c0b6eb5abc850b41a</p> <p>IP Address 35.146.1.7</p> <p>Device Microsoft Edge via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID B1B71831</p> <p>Signature Biometric Count 2</p>	<p>Viewed At 04/16/2024 14:54 EDT</p> <p>Identity Authenticated At 04/16/2024 15:19 EDT</p> <p>Signed At 04/16/2024 15:19 EDT</p>

AUDITS

TIMESTAMP	AUDIT
04/16/2024 14:04 EDT	Avery Randall (avery.randall@mitexp.com) created document 'MXP-540238-2409-AGR_US.doc' on Firefox via Windows from 24.52.58.34.
04/16/2024 14:04 EDT	Melissa Huff (mhuff2416@gmail.com) was emailed a link to sign.
04/16/2024 14:48 EDT	Melissa Huff (mhuff2416@gmail.com) viewed the document on Mobile Safari via iOS from 35.146.1.7.
04/16/2024 14:53 EDT	Melissa Huff (mhuff2416@gmail.com) viewed the document on Mobile Safari via iOS from 35.146.1.7.
04/16/2024 14:54 EDT	Melissa Huff (mhuff2416@gmail.com) viewed the document on Microsoft Edge via Windows from 35.146.1.7.
04/16/2024 15:19 EDT	Melissa Huff (mhuff2416@gmail.com) attached a file 'id.jpeg' (2.72 MB, image/jpeg)
04/16/2024 15:19 EDT	Melissa Huff (mhuff2416@gmail.com) attached a file 'lease.jpeg' (4.13 MB, image/jpeg)
04/16/2024 15:19 EDT	Melissa Huff (mhuff2416@gmail.com) authenticated via email on Microsoft Edge via Windows from 35.146.1.7.
04/16/2024 15:19 EDT	Melissa Huff (mhuff2416@gmail.com) signed the document on Microsoft Edge via Windows from 35.146.1.7.