

# EMPLOYMENT AGREEMENT

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

**BETWEEN:** \_\_\_\_\_ (The “Employee”),

with the main residential address at:

\_\_\_\_\_

AND: **ShipnShift** (The “Company”), a business organized and existing under the USA/Canada laws, with its head offices located at:

**US branch:** 130 N 18th St Suite #100, Philadelphia, PA 19103

**Canada branch:** 2777 Jow St Suite #805, Richmond, BC V6X 0V7

1. **Employee.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Employee to perform the services set forth herein, and the Employee hereby accepts such engagement under W-2 (TD1 for Canada) tax form.
2. **Duties, Term, and Compensation.** 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. **Salary.** As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Employee \$3,200 in 30 calendar days after the first package has been shipped, receiving further \$800 a week each Friday. The training is paid and provided. Payments are carried out by direct deposit (bank transfer), Paypal, Cash App, Zelle (Interact for Canadians) or Western Union
4. **Employment Classification.** The Employee will be engaged on a part-time or full-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.

## EMPLOYEE

\_\_\_\_\_

Signature

5. **Written Reports.** The Company may request that project plans, progress reports and a final results report be provided by the Employee on a monthly basis to the online Smart Panel (Dashboard). A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.

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 days written notice to the Company.

7. **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 (a shipping box), the Company shall reimburse Employee only after the Employee presents an itemized account of expenditures with official receipts, pursuant to Company policy. A regular printer, ink and paper are reimbursed as well.

8. **Insurance and plans:**

- Two options for your health insurance plan (PPO or High Deductible)
- Prescription drug coverage (included in your health insurance plan)
- Vision and dental insurance plans
- A robust 401k plan with up to a 5% the Company match
- A retirement savings plan that is 100% company funded

9. **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.

10. **Taxes.** Form W-2 is completed by the Company and contains important information that you need to complete your tax return. It reports your total wages for the year and the amount of federal, state, and other taxes withheld from your pay.

**EMPLOYEE**

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Signature

**11. 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.

**12. Termination.** 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. Without cause, the Employee may terminate the employment upon 5 business days 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.

**13. Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

**14. Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**15. 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.

**16. Assignment.** The Employee shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

**17. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

**18. Unenforceability of Provisions.** 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 in full force and effect.

## **EMPLOYEE**

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Signature

**EXHIBIT A**

**DUTIES AND COMPENSATION**

**DUTIES:** The Employee will process packages. [He or she] will report directly to a manager and in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Employee.

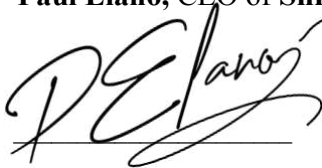
**COMPENSATION:**

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Employee at least \$3,200 in 30 calendar days after the first package has been shipped, receiving further \$800 a week each Friday.

The Employee receives a \$75 bonus for any local package or order pick up, which is added to the first payment, and being paid each Friday after.

Payments are carried out by direct deposit (bank transfer), Paypal, Cash App, Zelle or Western Union

**Paul Elano, CEO of ShipnShift**

A handwritten signature in black ink, appearing to read 'PElano', written over a horizontal line.

First and Last Name

**EMPLOYEE**

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Signature