



**Agreement**  
Trial Period

**Date of commencement of employment:** day of the first sent package

**Main place of work:** home-based

**Job title:** Independent Quality Inspector

**Background:**

The Employer believes that the Employee possesses the necessary qualifications, experience, and abilities to provide valuable assistance to the Employer's business. The Employer desires to employ the Employee, and the Employee has agreed to accept such employment on the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and in recognition of the mutual benefits and obligations outlined in this Agreement, the parties agree as follows:

**Duties and responsibilities:**

- The agent will inspect the returned goods to ensure their integrity before they can be resold.
- The agent is responsible for receiving goods that were not received or retrieved by customers of the store with whom we have a contract for this service.
- The agent's task is to confirm that a product is suitable for future resale. They will examine the original packaging to determine if it has been opened or damaged. Electronics only require verification of their factory packaging and not their functionality.
- After the agent's report, these goods will be redirected to various warehouses for further implementation.
- The agent receives goods that were previously purchased using other people's credit cards and intercepted by the Anti-fraud department. The store receives compensation for such goods, and we then redeem and redirect them to our agent.
- The employer may request an employee to carry out other reasonable duties as needed, as stated in the job description.

**Employee Remuneration:**

Remuneration paid to the Employee for services rendered as required by this Agreement (the 'Remuneration') will consist of a monthly salary of \$3,200, plus any compensation paid for Overtime Hours, and a commission according to the following formula: \$30 for every completed task. This Remuneration will be payable once per month while this Agreement is in force. The Employer is entitled to deduct from the Employee's Remuneration, or any other compensation in whatever form, any applicable deductions and remittances required by law. For the Employee to be paid on time, the following two conditions must be met: First, all packages the Employee receives during the next 4 weeks must be shipped according to the supervisor's instructions. Second, when the Employee receives a label for a package, the package must be shipped within 24 hours.

The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will be at the sole discretion of the Employer, and that the Employee will not earn or accrue any right to incentive remuneration because of the Employee's employment.

The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies in effect from time to time, including but not limited to any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after the submission of acceptable supporting documentation.

**Probationary period:**

There will be a one-month probationary period, during which the Employee will undergo training and have their performance evaluated. If the Employee's performance is deemed satisfactory, their employment will continue beyond the probationary period. During the probationary period, either the Employer or the Employee may terminate the employment contract by giving 7 days' notice.

**Hours of work:**

Your regular work schedule is from 8:00 a.m. to 5:00 p.m. However, the employee is expected to be flexible as the employer's needs may require changes to these hours. In such circumstances, where the hours need to be changed or additional hours need to be worked, the employer will provide the employee with as much notice as possible.

**Termination of employment:**

Upon termination of employment, the following conditions must be met:

- The employee must ship all packages in their possession.
- There are no pending incoming packages.
- The employee must give 5 days' notice to their supervisor.

If the above conditions are met, the employment can be terminated without penalty.

In case of non-observance of provisions of the agreement and the employee's unilateral termination of employment, a court may impose a fine on the employee equal to the cost of items in the employee's possession plus the cost of items that are to be delivered to the employee's address.

**Tax:**

During probation, an employee is considered to be an independent contractor for taxation purposes. According to the IRS, the employee is responsible for paying their own taxes as an independent contractor. Independent contractors do not have income taxes withheld from their pay.

**Holiday entitlement:**

Holidays must be agreed upon with the employer at least two weeks in advance. You may not take more than 10 working days consecutively without the employer's prior written consent.

Should you leave employment and you have exceeded your holiday entitlement then this will be deducted from your final pay packet. If holiday entitlement is owed then you will be paid for the outstanding entitlement.

If you are ill and unable to attend work you should inform your employer as soon as possible to enable other arrangements to be made.

**Confidentiality:**

All information regarding the employer, the employer's family, and the employer's domestic or personal circumstances is strictly confidential and cannot be discussed with a third party without the Employer's specific permission, or in an emergency.

The employer will hold personal information about you as personnel records. The employer will abide by the Data Protection act and disclose this information only to the relevant third parties e.g. HM Revenue and Customs.

**Dismissal:**

In case of gross misconduct, there will be no period of notice given. If you are in your probationary period or first year of employment, only one warning is required before dismissal.

Before any of these actions are taken you will receive a letter setting out the details of the alleged misconduct and inviting you to a meeting to discuss the matter. You will have the right to be accompanied to the meeting by a work colleague or a trade union representative. After the meeting, you will be informed if any further action is to be taken. You have the right to appeal but must do so within 10 working days of receipt of the notification of the decision.

**Confidential Information:**

The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.

The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including \Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing, and Development Operations, and Customer Information.

The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.

**! The following form must be filled and signed by an employee**

*DOB(mm/dd/yyyy):*

*Sex(M/F):*

*First Name:*

*Last Name:*

*Address:*

*City:*

*State:*

*Zip/Postal Code:*

*Cell Phone Number (required):*

*E-Mail:*

*Any additional contacts:*

*Employee's signature:* \_\_\_\_\_

**Place your DL or ID  
here**

*When you print, fill and sign this page of the agreement, place your Driver's License or Identification Card in this area outlined with dashed line and take photos of this page with your DL or ID on it.*

Employer: ONIGAWA Group  
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