



EMPLOYMENT AGREEMENT

REF# EQN-892098-2008-AGR

The purpose of this Employment Agreement is to serve as a legal binding contract between: **Heine Incorporated** (Employer), the official legal owner of **Elqin.com**, that is registered at **875 W Baxter Dr, South Jordan, UT 84095** and located at **21700 W Oxnard St #705 Woodland Hills, CA 91367**, and the individual noted below (Employee).

FIRST NAME: **Shonda**

LAST NAME: **Riley**

ADDRESS: **224 Sinclair St.**

CITY: **McComb**

STATE: **MS**

ZIP CODE: **39648**

PHONE: **6018106409**

EMAIL: **shondariley143@yahoo.com**

When referring to this Agreement, the term "Contract" will be used. Heine Incorporated will be referred to as the "Employer" and the individual listed will be referred to as the "Employee". Collectively, the Employer and Employee are referred to as the "Parties".

The Contract and the Parties are bound by laws of the United States and those laws will be used as a reference regarding the terms of this Contract. If there is any situation of event not covered within the scope of the Contract, the U.S. Fair Labor Standards Act of 1938 will serve as a reference.

The Employee is required to thoroughly read the Contract and if any questions remain after they have done so, they should refer to the Employer for clarification. The Employee should not sign the Contract until all questions have been answered and there's no disagreement. By signing the Contract, the Employee indicates that they are agreeing to this Contract without any reservation.

Before a final job offer is made, the Employer must approve the Contract and required documents submitted within. The decision to extend a job offer is based in part on the skills and qualifications the Employee submitted as part of their application.

Once the Contract has been approved, it will serve as both a Contract between the Parties and a job description for the Employee for the position of Processing Center Operator for which they were hired.

The Contract becomes effective on the Commencement Date as outlined under Section 1 of this Contract. The Contract approval and job offer initiation will be processed as soon as technically possible without any delay by the Employer. If unforeseen circumstances delay the process, the delay will not negatively affect either Party.

No other agreements or terms should be assumed or implied by the Parties unless they appear in written form and have been formally added as addendums to this Contract.

1) COMMENCEMENT DATE: 7/21/2020

2) RESPONSIBILITIES OF THE EMPLOYEE

- a) The following outlines the process for extending a formal job offer to the Employee: a) the Employee must read, complete, sign, and submit a copy of the Agreement to the Employer following the guidelines outlined on the cover sheet of this Agreement; b) the Employer must approve the Agreement and all supporting documents; and c) the Employee must pass a background check conducted by an agency of the Employer's choice.

- b) The Employer reserves the right to modify or change the listed job duties for this position at any time. Any changes made to this Agreement will be communicated to the Employee as soon as practically possible to allow enough time for the Employee to conform.

- c) The Employer agrees to provide the Employee with certain resources required to properly carry out the duties and tasks entailed with this position. There are certain items that will be the responsibility of the Employee to procure and maintain throughout the tenure of their employment referenced under Section 2i. Employer typically provides training manuals, protocols, software programs and account logins for access to various programs.

- d) The following is an inconclusive list of some of the more common job duties expected of the Employee: serve as a Processing Center Operator; 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 if requested; 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 customer; take pictures and upload images into specified cloud location; respond to business correspondences in a timely manner and be discreet and respectful to clients' privacy.

- e) Any issues must be reported promptly. This includes any problem that would affect the Employee's ability to appropriately process an order or carry out other responsibilities. The Employee must remain in compliance in all aspects of their job including skills and duties as set forth in the Position Summary that was provided by the Employer.
- f) Employee must be available during the hours of 9am-5pm (Employee's local time), Monday through Friday to process assignments, accept packages from carriers and respond to business correspondences from the Employer and its agents. The goal is to process all assignments within 24 hours of receipt of packages from carrier and all assignments must be completed within 48 hours from delivery.
- g) If the Employee receives any communication (fax, email, mail) addressed to the Employer, they are to immediately notify their supervisor and await further instruction.
- h) If the Employee decides to change their address, they must inform the Employer two weeks in advanced. New address verification documentation will be required to show proof of relocation. Probationary Employees are not permitted to change their address during their initial 30-day.
- i) As part of the responsibility, the Employee agrees to procure and maintain the following: an active, reliable Internet connection; a working, reliable phone line (either mobile or landline); reliable personal computer with a functioning scanner/printer; a smartphone or digital camera. The Employer may ask for proof that the Employee has the required items in their possession. The Employee shall receive reimbursement for printer and camera supplies as long as reimbursement requests are submitted with supporting receipts.
- j) After completion of the probationary period, the Employee will be required to take a qualification and skills assessment that is based on the experiences and work they have been performing during probationary period. The results of this assessment, along with the Employee's evaluated performance, will be used to determine if a full-time, permanent position will be offered to the Employee.

3) EMPLOYMENT CONTRACT

- 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 under 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 intended cancellation effective date.
- c) The Parties also reserve the right to renew the Contract if mutually agreeable without any limitation.
- d) The Employer reserves the right to release the Employee from employment without prior notice for several reasons. Grounds for immediate termination of Contract are as follows:
 - 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 resulting in regular financial loss for 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 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 number and/or receipt must be provided to the Employer as a proof that items are being returned.
- f) By signing the Contract, the Employee agrees that they have both read and understood the Contract and assert 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 were found to be 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) All new hires start with a 30-day probationary period – no exception. The Employee is paid as an individual contributor during this period and earn a total of \$2750 with an additional \$100 allocated for qualified expenses. 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 their position and job duties. The start date of the probationary period denotes the date when the first assignment was completed.

- b) After successful completion of the probationary period, Employee must pass the skills assessment test and receive a satisfactory rating on their performance evaluation before they can be offered a permanent position by the Employer. Permanent employees earn \$3000 and receive an allocated amount of \$150 USD per month for qualified reimbursements. Permanent employees will receive a W-2 each year for income reporting and tax purposes. The Employer will withhold all state and federal income taxes on behalf of the Employee with permanent status. Permanent employees receive payments either bi-weekly or monthly based on Employee's preference. Paychecks can be mailed to the Employee's address on file or direct deposited to their bank account.
- c) The Employee will receive prepaid shipping labels for all their assignments. The Employee is also encouraged to submit reimbursement for printing supplies, in-town, job-related driving and other expenses incurred in lieu of this job.
- d) The first assignment will be assigned to the Employee within 5-7 days from the Commencement date noted under section 1.

5) ASSESSMENT AND PERFORMANCE SCORE

- a) Following are some of the records that will be taken into consideration to evaluate the Employee's performance during their probationary period: processing turnaround, CRM records, feedback from direct supervisor and other information deemed helpful to assess the Employee's performance. The Employer uses this same set of information to determine qualification for bonuses or assessment of fines during the tenure of regular employment.
- b) Bonus Schedule:
 - Fast Processing Bonus – when the Employee completes all assignments within 30 minutes of package arrival and prepaid label assignment in a given month, they will receive a 20% bonus on their monthly salary.
 - Overtime Processing – if the Employee receives and completes an assignment after normal business hours (Employee local time), the Employee will be entitled to receive a \$10 bonus for each overtime/afterhours processing.

- Weekend Processing – if an Employee completes an assignment during a weekend, or a federally observed holiday, the Employee will be entitled to receive a \$15 bonus for each processing during those periods.
- Pick Up Orders Processing – pick up orders are requested for same day service. If the assignment is picked up the same day it appeared in the CRM, the Employee receives a \$20 bonus for each assignment.

c) Fine Schedule:

- Routinely Missed Deliveries – if an Employee habitually misses deliveries (more than 5 deliveries during a 30-day period), a \$10 fine will be assessed for each missed delivery attempt. A pick up order that is not processed the same day it appeared on the order list, is equaled to a missed delivery.
- Inaccessibility – if the Employee cannot be reached via phone, chat, or email for more than 6 hours during their normal working hours, their account will be inactivated.
- Lost Packages – if an Employee is unavailable to accept a package and subsequently the package is lost, the Employee will be assessed a fine equal to the amount needed to replace the lost package.
- Processing Delays – if an assigned order extends past the 48 hours processing time and the Employee is responsible for the delay, they will be assessed a \$50 fine for each day the order is delayed.
- Loss due to Termination of Employment – if an Employee is terminated and package processing is delayed and/or it is lost as a result of that termination, then the Employee will be held responsible, and will be assessed a fine for the amount equal to the value of the lost item(s) contained in the package(s).

6) BENEFITS AND TIME OFF

- a) The Employer offers health, dental and vision coverage to full-time, permanent Employees. Exact coverage and premium will vary from one state to another. The Employer also offers a 401K retirement plan with matching contribution for full-time employees. The insurance benefits are available at the start of the 2nd month for full-time Employees. Eligibility for 401K participation begins 90 days after commencement date of this Agreement.

- b) All full-time, permanent employees are entitled to a total of 28 paid vacation days and 14 paid sick days each year. Any requests for time off must follow the established guidelines set forth by the Employer in this section. If the guidelines are not followed, the Employer reserves the right to deny paid time off request(s). All requests for time off must be approved in advance by the Employer/supervisor or designated official.
- c) All requests for paid time off are required to be submitted to the Employee's supervisor for approval. If sick time were to be requested, the Employee must provide documentation in the form of a doctor's note or hospital paperwork in order to take advantage of paid sick time.
- d) If the Employee desires to quit, they are required to provide a written resignation letter at least two weeks in advance to their supervisor and HR department. This 2-week notice is required so that all outstanding assignments to the Employee can be completed and/or reassigned before the Employee vacates their position. Failure to give two-week notice may result in no compensation for services rendered and may make an Employee subject to fines listed under section 5c.
- e) Probationary employees must complete the initial 30-day period in its entirety. No vacation or sick time, including FMLA, will be offered during this initial 30 days. If the Employee has unforeseen circumstances that would affect their ability to complete the probationary period, they are required to notify their supervisor immediately so accommodation can be arranged without service disruption to customers.

7) CONFIDENTIALITY

- a) The Employee understands and acknowledges that they must protect any program and software logins and preserve all sensitive data of the Employer, its customers, and its agents as part of the terms of their employment. The Employee agrees to uphold the confidentiality and privacy policies of the Employer throughout the course of their employment with the strictest possible means. Willful violation of any of Employer's policies may be seen as grounds for termination or even legal charges based on the gravity of the violation. Policies may include business models, trade secret compliance, and non-disclosure of personal or protected information related to the Employer, its customers, agents, and employees.
- b) The Employer assures that all precautionary measures will be taken in order to protect private and confidential information of the Employee. This includes protection against malicious usage by the Employee, unauthorized use of personal information, unauthorized share of information and selling information for profit. The Employer will properly dispose of the Employee's personal information within six (6) months of the Employee's last day of employment.

By signing herein, both signees acknowledge that they understand the terms of this Agreement and furthermore, their contract to abide to the terms specified within this Agreement.

Employee Name: **Shonda Riley**

Employee Signature: 

Date: **7/21/2020**

Company Representative: **Neil Wardle, CEO**

Company CEO Signature: 





NON-DISCLOSURE AGREEMENT

REF# EQN-892098-2008-NDA

BETWEEN

DATE: 7/21/2020

1. The "Disclosing Party": **Heine Incorporated**, the legal owner of **Elqin.com**, registered at **875 W Baxter Dr, South Jordan, UT 84095** and physically located at **21700 W Oxnard St #705 Woodland Hills, CA 91367**.
2. The "Receiving Party":

FIRST NAME: **Shonda**

LAST NAME: **Riley**

ADDRESS: **224 Sinclair St.**

CITY: **McComb**

STATE: **MS**

ZIP CODE: **39648**

PHONE: **6018106409**

EMAIL: **shondariley143@yahoo.com**

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

RECITALS

- A. The Receiving Party acknowledges that the Disclosing Party may disclose certain proprietary information during the course of their employment as it relates to Employer's proprietary business models, customer data, or other proprietary information which may include: trade secrets, pricing model, operations model, sensitive client data, supply chain data, supply/retail/vendor agreements, and negotiation details. These will be referred to hereafter as "Proprietary Information" of the Disclosing Party.

- B. For the purposes of this Agreement, "Proprietary Information" is defined as any data that is limited to the Disclosing Party and, as a general rule, not "common knowledge", in any form, shape or size, neither tangible nor intangible, whether crude or derived from a different source to obscure its source by Receiving Party or its Representatives (as defined herein), irrespective to when and how the disclosure took place, including, but not limited to: email communications with the Disclosing Party; program screenshots; CRM software logins; any documents or labels pertaining to operations generated on the part of the Receiving Party or its Representatives, that contains or is derivative of the Proprietary Information sources as outlined above.

OPERATIVE PROVISIONS

1. The Receiving Party agrees to the following as it pertains to the disclosure of the Proprietary Information of the Disclosing Party without any limitation: (a) the information is to be held with the strictest of confidences and all reasonable precautions will be taken to protect such information (this includes without limitation all precautionary measures the Receiving Party employs with respect to their own confidential data); (b) Proprietary Information or any derivative data sourced from that information, shall not be disclosed to any third party and the Receiving Party does not have permission to advise any and all third parties of the proprietary nature of any information and of their obligations as party of this Agreement; (c) the use and access of Proprietary Information is privileged and limited except as it directly relates to its dependency to Disclosing Party; (d) the Receiving Party agrees that there will be no attempts to reverse-engineer, decipher, translate or gather data from the Proprietary Information or otherwise, copy, (in part or whole) the Proprietary Information.
2. The Disclosing Party acknowledges and agrees that section 1 under Operations Provisions does not apply with regard to any information after a period of one (1) year following the disclosure of Proprietary Information or of any other information that the Receiving Party can document without the need to grant any rights or licensures to the Receiving Party, (a) information is or has already become "common knowledge" and that is not because of unauthorized disclosure by the Receiving Party, its agents or associates improperly disclosing said information; or (b) the Proprietary Information was known or in the possession of the Receiving Party before the disclosure from the Disclosing Party and that it can be supported by evidence, with the exception of unlawfully acquired data or information; or (c) the information was independently generated or gathered without the assistance or involvement of the Disclosing Party; or (d) Proprietary Information was disclosed lawfully to the Receiving Party by a third-party. The Receiving Party may disclose information if warranted and/or summoned by law and making a reasonable effort to limit disclosure to necessary information while staying in compliance with the law. The Receiving Party has a duty to inform the Disclosing Party immediately of any such summons to allow the Disclosing Party to obtain a protective order or injunction.

3. The Receiving Party acknowledges that no part of the Contract (a) requires the disclosure of Proprietary Information by the Disclosing Party; or (b) requires the Disclosing Party to establish or continue any business relationship or business transaction thereafter.
4. Upon written notification, the Receiving Party is bound to return all Proprietary Information, related documents, media, copies of materials, extracted data, etc. except in cases where the information is in a form which would make it impossible to return. In those cases, the data or materials must be destroyed in a way that ensures it cannot be obtained by any unauthorized parties.
5. The Receiving Party further acknowledges that no representation, 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 representatives as it relates to the accuracy or completeness of any Proprietary Information that may be disclosed to the Receiving Party; the Receiving Party is solely responsible for making their own assessment of any such disclosures.
6. Failure from either Party to impose its rights under this Agreement at any time for any period will not be interpreted as a waiver of those rights. If any part of this Agreement is found to be unlawful or inapplicable, that will not affect the validity or the applicability of the rest of this Non-Disclosure Agreement. The Parties do not have the authority to assign or transfer any part of their rights under this Agreement without the written consent of the remaining Party to this Agreement. This Agreement cannot be modified unilaterally, written consent from both Parties is required for modification and/or addendum. This Agreement establishes understanding between the Parties as it relates to the subject matter herein unless any misrepresentation was in play. This Agreement supersedes all prior agreements, negotiations, and understandings implied or expressed between the Parties.
7. The Parties acknowledge that the Proprietary Information to be disclosed hereafter is of a unique, valuable nature, and the damages that would result from the unlawful disclosure of the Proprietary Information would be impossible to quantify. Therefore, the Parties agree that the Disclosing Party is entitled to injunctive relief for the dissemination of Proprietary Information which would violate the terms herein. Injunctive relief would be in addition to any other resolutions permitted under the law or stated within the terms of this Agreement. The Disclosing Party will be permitted to recover costs and any associated fees, including legal fees, incurred during the course of seeking such injunctive relief. In the event of litigation related to this Agreement, the prevailing party will be entitled to recover reasonable legal fees and expenses.
8. This Agreement is governed by the laws of the jurisdiction where the Disclosing Party is located (the "Territory") and both Parties agree to defer disputes originating from this Agreement to the non-exclusive of the Courts within the Territory.

- 9. This Contract is effective immediately after being signed by the Parties and will remain valid throughout the employment and following a one (1) year period after the mutual termination of employment.

Receiving Party

Name: **Shonda Riley**

Signature:

DocuSigned by:
Shonda Riley
89287BCE342D465...

Disclosing Party

Company Representative: **Neil Wardle, CEO**

Company CEO Signature:

N. Wardle



IDENTITY VERIFICATION

Heine Incorporated hires a good portion of its workforce remotely. To ensure a quick and easy identity verification, we require a legible copy of your government issued photo ID (passport, driver's license, state ID etc.). Your ID should display your full name and current address. If your ID doesn't have your current address listed, please use the second box to upload a copy of utility bill, lease or deed.



ID, DL or passport



Utility bill, lease or deed

MISSISSIPPI

DRIVER LICENSE



4a LIC NO	2b EXP
800515119	07/01/2022
3 DOB	07/01/1983

1 RILEY
 2 SHONDA ANQUANETTE
 8 224 SINCLAIR ST
 MCCOMB, MS 39648-3743

4a ISS 02/27/2020

9 CLASS R 9a END NONE 12 REST NONE

15 SEX F 16 HGT 5'-03"

18 EYES BRO

5 DD 8192D5CF13RS20058F2201G



Shonda Riley

