



EMPLOYMENT AGREEMENT
REF# BFT-307822-2101-AGR

This Employment Agreement will be referred to as the "Contract" in the context of this legally binding document. It shall serve as a legal contract between: **Frankel**, (referred to herein as the "Employer" and the registered owner of **Boxflint.com**, registered at **1806 Huntington Ln #2, Redondo Beach, CA 90277** and located at **21700 Oxnard St #890, Woodland Hills, CA 91367**), and the individual (herein referred to as the "Employee").

FIRST NAME: [REDACTED]

LAST NAME: [REDACTED]

ADDRESS: [REDACTED]

CITY: [REDACTED]

STATE: [REDACTED]

ZIP CODE: [REDACTED]

PHONE: [REDACTED]

EMAIL: [REDACTED]

In the context of this legal document, the Employer and the Employee are collectively addressed as "Parties".

For the express purpose of the Contract, the prevailing laws governing the United States are utilized as a baseline. These laws limit this Employment Agreement and the laws supersede this Contract if there is any conflict. Out of scope provisions that are not addressed by any existing laws, will defer to the U.S. Fair Labor Standards Act of 1938.

This is a legally binding agreement; do not sign it if you have any reservations.

The Employee must read the Contract in its entirety, ask questions or clarification pertaining to the Contract prior to signing. Only sign the Contract after all terms have been understood and agreed upon. By the act of signing the Employment Agreement, the Employee is indicating they have read and understood the Contract and agree to abide by the terms and conditions contained herein without any reservations.

A formal job offer is contingent upon document submission and approval of the former by the Employer.

All employment opportunities are offered in good faith and it is understood that those offers are based on the credentials and information presented by the Employee during the hiring process. If any employee, existing or potential, is discovered to intentionally provide inaccurate information or falsify credentials to gain employment under false pretenses, they may face termination of employment or revocation of the job offer.

Once this Contract has been submitted and approved by the Employer, the Job Offer will be finalized.

The Commencement Date outlined under Section 1 serves as the effective date of the Employment Agreement. The Employer agrees to make all reasonable efforts to process all paperwork in a timely manner and avoid unnecessary delays. However, any unavoidable delays should not reflect negatively on either Party.

The Parties shall not assume any other agreements unless they are officially addended to this Contract.

1. COMMENCEMENT DATE: 2/4/2021

2. RESPONSIBILITIES OF THE EMPLOYEE

- a) The Employee will have access to all resources necessary to carry out the duties of their job. The Employer will make sure all necessary access and resources have been made available. These items may include, but are not limited to, account logins, software programs, and training manuals. There are certain items that the Employee will be responsible for procuring and maintaining as a requisite of their position. Refer Section 2b of this Contract for more information regarding these requisites.

- b) The Employee must procure and maintain equipment and services as part of their employment as outlined under this section. These equipment/services must be obtained by the first day of their employment and are to be maintained throughout the tenure of their employment. The equipment and/or services are as follows: active phone line (landline or cellular); reliable Internet connection; computer, printer (laser or inkjet), digital camera (or camera enabled smartphone). The Employer may ask for proof at any time that these equipment and/or services are in fact in place and in operational state. Failure to procure or

maintain these equipment and services will hinder your ability to perform your duties and may be considered grounds for termination.

- c) Some job duties for this position are included but not limited to:
- Receive incoming deliveries in person, conforming established guidelines and protocols;
 - Visually inspect all packages for damage and accuracy;
 - Photograph packages and/or contents and upload to CRM;
 - Accurately record tracking information in the CRM;
 - Report and process damaged packages per Advanced Protocols or customer instructions;
 - Pack items for shipment following customer instructions and affix prepaid shipping labels;
 - Travel to local carrier offices or stores as needed for package pick up and drop off;
 - Be available via phone and other communication means during business hours;
 - Be discreet and respectful to customers' privacy.
- d) The Employer reserves the right to amend or addend the job description at any time. Any changes to the job description will be communicated to the Employee with advanced notice so that the Employee has adequate time to adjust.
- e) The Employee must comply with all applicable laws, rules and regulations as they relate to their job including duties specific to their position. Please see the document titled "Position Summary" for specific duties for the position. If the Employee's address changes, the Employer must be given 2 weeks' notice. Supporting documentation to show proof of a new address must be provided. Employees are not permitted to change their address for 6 months after they start their employment.
- f) If the Employee has any questions, concerns or issues related to their job duties or employment, including ability to complete assignments in a timely manner, he/she must contact his/her curator at their earliest convenience.
- g) The Employee is expected to be available during regular business hours (9am-5pm, Mon-Fri, Employee's local time) via phone, email and other electronic means. The Employee will process assignments and respond to all business correspondence during this timeframe. The Employee must process all incoming packages within 24 hours of receipt.
- h) If any correspondence addressed to the Employer is received by the Employee, they must contact their curator for instructions on how to proceed, regardless of the format of the

correspondence. No action should be taken until the Employee receives explicit instructions from their curator.

- i) After the conclusion of the 30-day probationary period, the Employee is required to take a skills assessment test. The test results and the Employee's performance assessment will be factored in to determine if it is appropriate to extend a full-time, permanent position. Feedback from the curator will also be taken into consideration while making this decision.

3. CONTRACT TERMS

- a) This Employment Agreement is valid for (1) year from the Commencement Date as noted in Section 1. Both Parties reserve the right to cancel the Contract. In order to initiate cancellation, the Parties must follow the procedure laid out under Section 3c of this Contract.
- b) Similarly, the Parties reserve the right to renew the Contract if mutually agreeable. The initiating party is required to give the other party two weeks' notice of their intention of renewal. The Contract can be renewed without limitations, as many times as needed provided both Parties agree.
- c) As outlined under Section 3a, both Parties reserve the right to cancel the Contract provided they ask the other party at least two-weeks prior to said cancellation effective date and fulfill all the necessary obligations during this period of time.
- d) The Employer reserves the right to terminate an Employee under acceptable grounds for termination, particularly for any action that is in violation of the practices and policies of the Employer as well as the terms of this Contract.

Possible grounds for termination are included but not limited to:

- Fraud or theft from the Employer, clients, their agents, vendors, or employees.
- Vandalism or willful destruction of property directed to the Employer, clients, their agents, vendors, or employees.
- Disclosure of business assets, including but not limited to, business processes and strategies (marketing schemes, advertising campaigns, business plans, new service announcements), customer lists, computer software and programs to third parties.

- Indecent, unprofessional or inappropriate behavior directed to coworkers, other employees, clients, their agents, vendors, or anyone representing or affiliated to the Employer.
 - Habitual negligence on job resulting in regular financial loss to the Employer, clients, their agents, vendors, or employees.
 - Act of discrimination based on race, religion, color, national original, sexual orientation or identity toward Employer, clients, their agents, vendors, or employees.
- e) If terminated, Employee must immediately return all property of the Employer, its clients or agents within 24 hours from the effective termination. The Employee must provide proof of return via tracking number for the package containing the items being returned to the Employer.
- f) A terminated Employee shall receive any due salary, reimbursement or other payments. The Employee understands that there is no legal recourse against the Employer, its agents, employees or clients, if it is found that the Employee was engaged in theft, fraud, or otherwise illegal activity during the tenure of their employment.
- g) The Employee agrees to the terms and conditions set forth in this Contract. Furthermore, the Employee confirms that they are physically and mentally capable to perform the duties of their position as laid out in this Employment Agreement. They also affirm that they are signing this Agreement on their own accord without any reservation or coercion.

4. SALARY AND TAXES

- a) There is a mandatory, 30-day probationary period for all new hires at Boxflint. The Employee is paid as a subcontractor during probationary period. The Employee will earn a total of \$2700 with a maximum allocated travel expense of \$100. 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 days probation 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. The start day is counted from the day the first assignment is completed.
- b) After completing the initial probationary period, passing the skills assessment test and receiving a satisfactory performance evaluation from the curator, Employee may be offered a permanent position with the Employer. Permanent employees receive a monthly base salary of \$3000 and allocated travel expense of \$150. 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 based on Employee preferences.

- c) The Employee will be provided with prepaid shipping labels for their assignments. The Employee can also submit reimbursement requests for printing supplies including ink and packing materials such as packing tapes and other supplies.
- d) The Employee should expect his/her first assignment within 3-7 business days from the Commencement date outlined in Section 1.

5. ASSESSMENT AND PERFORMANCE EVALUATION

- a) Employer evaluates Employee's performance using the information obtained and data collected by the CRM system. Assessment of fines and bonuses are determined using this same set of data.
- b) Bonuses:
 - Weekend Processing – Assignment(s) completed over the weekend will entitle the Employee for a \$40 bonus per day.
 - Overtime Processing – Assignment(s) completed after standard business hours (Employee local time) will entitle the Employee for a \$15 bonus for each assignment.
 - 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) Fines:
 - Habitual Missed Deliveries – any employee who misses package deliveries habitually (more than 5 missed deliveries in a revolving 30-day period), will be assessed a \$10 fine for each missed delivery.
 - Inaccessibility – not responding to business correspondence(s) within 6 hours in a business day will result in an employee's account being suspended.
 - Processing Delays – if an employee fails to process an assignment within 48 hours and the employee is responsible for any unreasonable delay, a \$50 fine per day for every day the package is delayed will be assessed.

- Lost Packages – In the event an employee misses a delivery because they were not available to accept it and the package is subsequently lost, the employee will be fined an amount needed to replace the said lost package.
- Loss due to Termination of Employment – if an employee is terminated or decides to vacate their position and a package is lost as a result, the employee will be assessed a fine equal to the value of the lost package.
- Sensitive Information Disclosure – in case an employee is found to have disclosed to third parties information viewed by the Employer as confidential, the employee will lose their employment and face legal charges.

6. BENEFITS AND TIME OFF

- a) Benefits are offered to permanent employees only. The benefit package includes perks such as medical and dental coverage, as well as a vision plan. The type of coverage will be dependent upon the region where the Employee is located. Permanent employees are also permitted to participate in the Employer's 401k plan. Health benefits become effective beginning the 2nd full month of permanent employment and eligibility in the 401k starts 90 days after Commencement date.
- b) Permanent employees receive 14 paid sick days and 28 paid vacation days each year. The Employer must approve all requests for time off and these requests must adhere to the regulations outlined in this section. If a time off request is not requested per guideline outlined here, the Employer is not legally bound to approve those said time off request(s).
- c) Requests for time off must be submitted to the Employer for approval. Direct submissions should be sent to the Employee's curator. If the time taken falls under sick time, then a physician's note must be provided for the Employee to be paid for the time.
- d) Notice of voluntary resignations must be received by the Employer in writing and effective date of resignation must be at least 2 weeks after notice is provided. The Employer requests this notice so that all outstanding assignments can be reassigned to other employees to minimize disruption in service to the customers. Failure to provide the Employer with 2 weeks' notice will result in fines as outlined under Section 5c.
- e) All probationary hires are required to complete the initial 30 days without any disruption. Sick time, vacation, FMLA, etc. will not be approved or permitted during the probationary period. If the Employee encounters a problem that will prevent them from being able to complete the 30 days without interruption, they must notify their curator immediately.

7. CONFIDENTIALITY

- a) The Employee understands and agrees that they will protect any program and software logins and maintain the confidentiality of the Employer, its customers, and its agents as part of 'good faith' employment. The Employee agrees to uphold the confidentiality and privacy policies of the Employer throughout the course of their employment. If an Employee violates any of Employer's policies, they will face immediate termination and/or legal action. 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 guarantees to safely store and protect all personal information related to the Employee and endeavors to take all necessary precautions and safeguards to protect against theft, data breaches, and other misuse of such information. The Employee's profile will be destroyed as soon as permitted by law once they are no longer employed by the Employer.

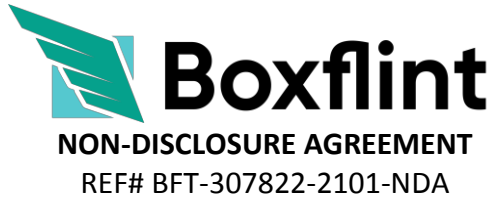
The Parties, by signing below, agree that they have read, understood, and agreed to the terms as set forth by the Contract without any reservation.

Employee Name
Employee Signa
Date

Company Representative and Title:

Ryan Frankel, CEO





BETWEEN

DATE 2/4/2021

The "Disclosing Party": **Frankel**, owner of **Boxflint.com**, registered at **1806 Huntington Ln #2, Redondo Beach, CA 90277** and located at **21700 Oxnard St #890, Woodland Hills, CA 91367**.

And the "Receiving Party":

FIRST NAME: [REDACTED]

LAST NAME: [REDACTED]

ADDRESS: [REDACTED]

CITY: [REDACTED]

STATE: [REDACTED]

ZIP CODE: [REDACTED]

PHONE: [REDACTED]

EMAIL: [REDACTED]@gmail.com

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

RECITALS

- A. The Receiving Party agrees and understands that the Disclosing Party may disclose proprietary information that directly relates to the business model of the Disclosing Party, its operations and customer data which may include information related to the customer's clientele; pricing models; business relationships; supply chain data; vendor or retail agreement details which to the extent they were disclosed at any time to the Receiving Party and will be referred to as the "Proprietary Information" of the Disclosing Party.

- B. In context of this Contract "Proprietary Information" will also refer to all information that is the property of the Disclosing Party and is not known to the general public or deemed 'common knowledge', regardless of its form (tangible or intangible), in any media, either modified or

unmodified by the Receiving Party or its Representatives (defined herein), including, but not limited to: screen-shots of proprietary software or accounts, electronic mailings, any documents related to operational processes including shipping labels, reports, invoices, order confirmation, CRM system logins, work in progress, authorization letters, and any information generated on the part of the Receiving Party or its Representatives that reflect, contain, or are derivative of any of the aforementioned items.

OPERATIVE PROVISIONS

1. The Receiving Party agrees to the following as it pertains to the disclosure of Proprietary Information by the Disclosing Party: (a) the information is to be held with strictest of confidences and all reasonable and available 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 derivatives from said information, shall not be disclosed to any 3rd party and the Receiving Party has the responsibility to advise such 3rd parties of the proprietary nature of such information and of their obligations as party to this Agreement; (c) the Receiving Party will be permitted access to and use of Proprietary Information only as it pertains to their job responsibilities and its relationship with the Disclosing Party; (d) the Receiving Party will not, under any circumstances, copy or reverse engineer any Proprietary Information in whole or in part.
2. The Disclosing Party agrees (without granting any license or right) that the abovementioned section will not apply after 1 year following the disclosure of Proprietary Information or any related information so long as the Receiving Party is able to document such information (a) has been made available to the general public and the initial disclosure of that specific information has not been the result of any improper action by the Receiving Party or its Representatives; or (b) was in the possession of or known by the Receiving Party prior to the disclosure on the part of the Disclosing Party and such evidence is provided in writing, except in cases where the information was obtained through unlawful/illegal means; or (c) was legitimately disclosed to the Receiving Party by a 3rd party; or (d) was independently discovered without aid from the Disclosing Party; (e) has become 'common knowledge' not as a result of disclosure by the Receiving Party. The Receiving Party is permitted to disclose information as required by law provided the Receiving Party makes a reasonable effort to limit the disclosure and they notify the Disclosing Party to allow them to seek a protective order in regard to the Proprietary Information.

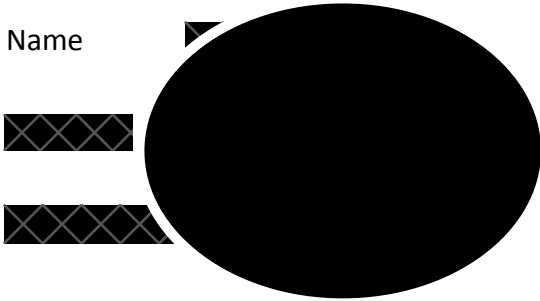
3. The Receiving Party agrees that no part of the Contract (a) warrants the disclosure of Proprietary Information by the Disclosing Party; or (b) requires the Disclosing Party to establish or continue any business relationship or business transaction thereafter.
4. The Receiving Party, upon written notice, will return all Proprietary Information including, but not limited to: logins, media, documents, copies and extractions of materials, etc., which contain Proprietary Information except in such cases where the Proprietary Information is in an intangible form that makes its return impossible. In those instances, the source must be discarded, destroyed or permanently erased as appropriate.
5. The Receiving Party further agrees there is no representation, implied or expressed warranty made, and no responsibility or liability, on the part of the Disclosing Party, its representatives or agents, is accepted or will be accepted as it pertains to the accuracy Proprietary Information and its disclosure to the Receiving Party. The Receiving Party holds the responsible for making and independent evaluation of the disclosed Proprietary Information.
6. Failure of either Party to enforce its rights as noted under this Agreement, at any time, will not be construed as a waiver of those rights. If any part, provision, or term of this Agreement is discovered to be illegal or otherwise unenforceable, neither the validity nor enforceability of the remainder of this Agreement will be affected. No Party has the power or right to transfer or assign any rights, in whole or in part, under this Agreement unless written consent of the other Party is obtained. Any amendment of this Agreement cannot be made without the written consent of both Parties. This Agreement comprises the entire understanding amongst the Parties as it relates to the subject matter contained within, unless representations were made fraudulently. Both Parties agree that this Agreement supersedes all previous negotiations, writings, representations, and understandings 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 measure. Therefore, the Parties agree that the Disclosing Party is entitled to injunctive relief for the disclosure or 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 while 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 goes in effect from the Commencement Date of the Contract and will remain in effect for the entirety of the employment period between the Parties and one (1) year following mutual termination of employment.

9. 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.

Receiving Party

Name



Disclosing Party

Company Representative and Title: **Ryan Frankel, CEO**

Company Representative's Signature: *Ryan Frankel*



IDENTITY VERIFICATION

Boxflint hires a good portion of its workforce remotely. Therefore, it's imperative that we have guardrails to ensure we verify 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 additional form below to upload a copy of utility bill, lease or deed if the address on your ID is different from your current address.



ID, DL or passport



Utility bill, lease or deed

