

**EMPLOYMENT AGREEMENT**

This agreement, made and entered into on 8<sup>th</sup> of July, 2021 by and between:

1. **MalTech LLC** (represented by Mr. Victor Ruggiero, Head of Human Resources Department), having its business address at:

**629 16<sup>th</sup> St, Jersey City, NJ 07310**

(Hereinafter referred to as 'MalTech LLC' OR 'The Company')

**AND**

2. Name: **Jeremy T. Baxter**

(Hereinafter referred to as 'The Candidate')

together, the 'Parties' and each a 'Party'.

This agreement will form the basis of the Candidate's engagement by **MalTech LLC**.

**Whereas:**

- A. The Candidate is a person seeking employment with the Company.
- B. In terms of the Company's policies and procedures, candidates under consideration for employment are required to undergo a period of paid online training at the Company prior to beginning full-time employment. Said period of training to be for One (1) calendar month.
- C. The Candidate is agreeable to undergoing said period of training prior to starting full-time employment.



Both Parties hereby agree as follows: *Online Pre-employment Training*

**1. Online Pre-employment Training**

According to the terms of this agreement, MalTech LLC will engage the Candidate in the online pre-employment training for the Project Manager position on a fixed term contract (one month). Subject to *Clause 6* below, the Candidate should have no expectation of the training period continuing beyond the termination date, whether by way of an extension or renewal of this agreement.

**2. Independent Contractor**

For the purposes of this agreement, the Candidate is deemed to be, and shall be, an Independent Contractor during the period of training. Both parties expressly acknowledge that nothing in this agreement shall make the Candidate an employee of the Company for the duration of the training period.

**3. Duties and Responsibilities**

During the month of online training, the Candidate will be required to undergo all steps required of him/her by the Company. Such materials will be provided by the Company at its own cost and will include business case modules, online classes, webinars and other activities set out by the Company.

- Any tasks undertaken by the Candidate while on training period will have the purpose of promoting the Candidate's competence, understanding and familiarity of the Company's business as well as in the Candidate's agreed learning objectives.
- The Candidate will be under an obligation to the Company to make satisfactory progress on the training period, such progress will be agreed between the Company and the Candidate.
- The Candidate will be expected to reach a reasonable standard of competence and performance for each task for which he/she has been trained.



#### **4. Compensation and Terms of the Pre-employment Training**

##### **4.1. Compensation**

At the end of the month of training period, the Candidate will receive **\$2,000.00 (Two Thousand United States Dollars and Zero Cents)** as compensation, payable by check or by direct deposit into the Candidate's nominated bank account.

All income received by the Candidate in terms of this section are subject to tax deductions in the United States. In terms of *Clause 2* above which sets out the terms of the Candidate's relationship with the Company, the Candidate shall be solely responsible for ensuring that all required taxes are paid to the IRS. The Company will provide necessary 1099 form to enable the Candidate report his or her income and pay the taxes at the end of the training period.

##### **4.2. Hours of Work**

The Company offers flexible shift during one month of training period and the Candidate can select the most suitable shift for herself/himself. The Candidate is expected to attend the training period for the Project Manager position, which will commence on **16<sup>th</sup> of July, 2021** and shall end on **16<sup>th</sup> of August, 2021** with the on-boarding program starting at the end of the training period. During this period of time the Candidate will commit a minimum of **1 hour per day** to work on his/her training obligations.

##### **4.3. Other Employment**

Nothing in this agreement shall preclude the Candidate from doing work for his/her own account or for any other employer during the training period.

##### **4.4. Non-Disclosure of Trade Secrets and Other Proprietary Information**

The Candidate is expected to exercise decorum in the conduct of his training period at **MalTech LLC**. In particular, the Candidate may not post any information about the Company online, on social media or any other forum. The Candidate expressly agrees not to use, disclose or communicate, in any manner, proprietary information about the company, its operations, clientele, or any other proprietary information, that relate to the business of the Company. This includes, but is not limited to: the names of the Company's customers, its marketing strategies, operations, or any other information of any kind which would be



deemed confidential or proprietary information of Employer. The Candidate understands that any breach of this provision, is a material breach of this Agreement.

#### **4.5. Supervision during the Pre-employment Training**

During the training period, the Company will designate an individual (the Manager) to train, mentor and monitor the Candidate. The Candidate shall be the primary point of contact for the Manager. Any requests from the Candidate should be communicated to the Manager.

#### **4.6. Intellectual Property**

The Candidate assigns to the employer with full title guarantee, any Intellectual Property Rights arising during the course of her/his employment. Records and documents, made while working are the property of the Company. The Candidate is expected to comply with the Company's policies regarding documents and copyrights regardless of the work location or whether work was performed on equipment owned by the Company or the Candidate.

#### **4.7. Conflict of Interest**

Except as MalTech LLC shall otherwise specifically agree in writing, the Candidate will not engage directly or indirectly in any activities which are or are likely to be in conflict with the Company's interests or where this may adversely affect the performance of the agreed services.

### **5. Termination of the Contract**

Candidate may terminate this contract without cause by providing to the Company one (1) week's written notice of intention to terminate agreement. No further payments will be made to Candidate and no fees apply. Notice may be given on any working day. Grounds for immediate termination as determined solely by the Company of the Candidate yet include, but are not limited to the following actions or events:

- unauthorized absences or lack of communication;
- incapacity to attend training experience;
- inappropriate language or conduct to the Company's employees;
- actions that go against company values as set out in *Clause 4.4* and *4.6*;
- fraud or any criminal offence;
- breach of this agreement.

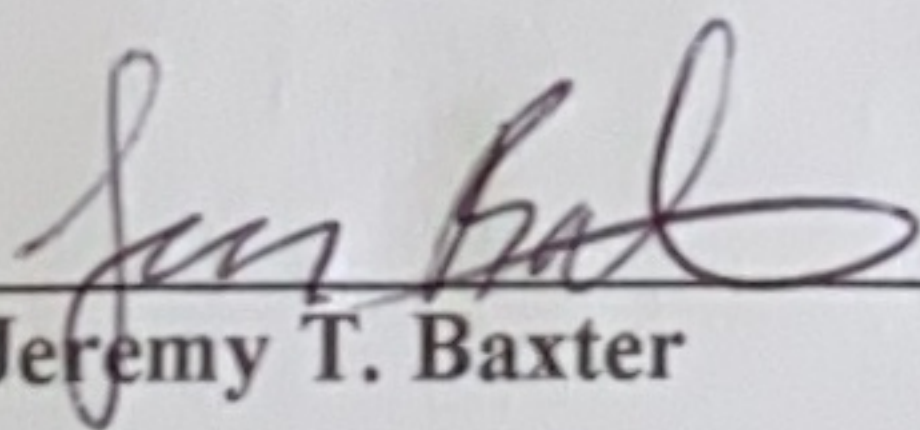


**6. Full-time Employment**

At the end of the training period, the Candidate will start the official onboarding process for the Project Manager position with the Company. Where the Company at its discretion offers full-time employment to the Candidate at the end of the training, that employment shall be governed by a separate contract which will be entered into by the parties. Such contract will be signed in-person at the regional office designated by the Company. The base salary attached to full-time position of the Project Manager shall be **\$102,000.00 (One Hundred Two Thousand United States Dollars and Zero Cents)** per annum, payable on a bi-weekly basis in 26 equal installments of **\$3,923.08 (Three Thousand Nine Hundred Twenty-Three United States Dollars and Eight Cents)**. This salary will be subject to normal Federal income and Social Security taxes and deductions as well as all state or local taxes now applicable or that may become applicable to the Candidate or the Company in the future. Upon employment the employee will be eligible for coverage under the Company's Group Insurance Plan (*GIP #8210*). The Company will provide health, dental, vision, disability, life and other insurance benefits the terms of which will be fully set out in the contract of employment.

**7. Entire Agreement**

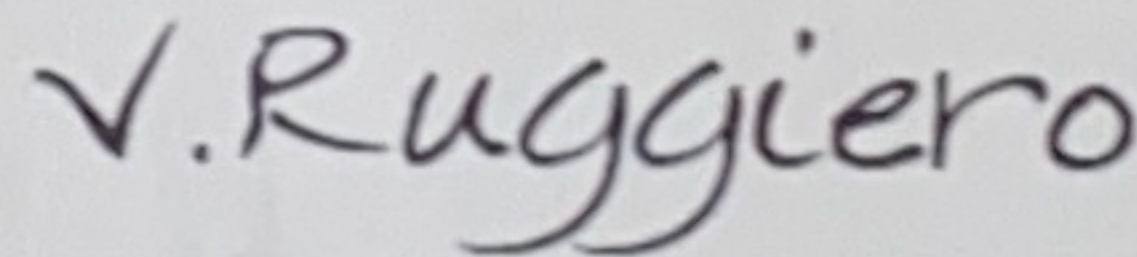
The Company will take the Candidate on board for the training period, where he/she will initially learn key projects. The Candidate will have the opportunity to ask questions and the Company will share useful resources that will help the Candidate to develop in his/her role. The Company will nominate a Manager from within the company. The Manager will also dedicate time on a regular basis to personally give tutorials and materials about position fundamentals.



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Jeremy T. Baxter

2045 SE 32nd Ln,  
Ocala, FL 34471



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Mr. Victor Ruggiero

Head of HR Department,  
MalTech LLC