

Employment Agreement

THIS AGREEMENT made as of the _____ day of _____, 20__ ,

Between:

[name of employer] having its principal place of business at “Genix Ideas, LLC” (the "Employer");

-AND-

[name of employee], of _____ (the “Employee”).

WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. Employment

(a) The Employee will commence permanent full-time employment with the Employer on the _____ (the “Commencement Date”).

(b) It is understood and agreed that the first thirty-one [31] days of employment shall constitute a probationary period, during which the employee’s performance will be monitored. During the probationary period the Employer will have the right to terminate employment with a proper notice and may, in its absolute discretion, terminate the Employee's employment, for any reason by giving a proper notice. However, it is understood and agreed that the employees will be compensated by the employer in case they are terminated. The probationary period may not be extended by the Employer. The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.

Additionally, Employee will be required to fill out a W-2 and I-9 form upon completion of the abovementioned probationary period. The aforementioned forms would have to be completed on the last effective day of the probation.

(c) The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement.

2. Position Title

As a Customer Service and Client Satisfaction Inspector The Employee is required to perform the following duties and undertake the following responsibilities in a professional manner.

(a) Receives incoming merchandise and supplies;

(b) Inspects arrived products using corporate system and guidelines;

(c) Supports monthly performance reports preparation;

(d) Reports damaged merchandise;

(e) Follows corporate instructions for inspection and task processing;

(f) Performs customer services reviews at different levels and locations;

(g) Updates client satisfaction inspection reports;

(h) Completes paperwork according to the instructions;

- (i) Secures merchandise prior to shipping;
- (j) Sends out inspected and secured products in a timely manner;
- (k) Other duties (including but not limited to, but of similar nature) including pick-up, delivery and sending out processed task may be needed to be fulfilled by the employee in the due course of employment. These services may or may not require travel.

3. Place of Work

- (a) The Employee's primary place of work will be from the Employee's legal residence, however, if employee wishes to change his/her primary address, he/she will be required to provide a five-day notice to the employer;
- (b) The Employee will also be required to work at a number of various inspected locations;
- (c) The Employer will inform the Employee in advance of the Employee being required to work at other locations.

4. Time of Work

- (a) The Employee's normal hours of work, including breaks, (Normal Hours of Work) are as follows: Monday to Friday 9:30 am to 6:30 pm local time;
- (b) However, the Employee will, on receiving reasonable notice from the Employer, work additional hours and/or hours outside of the Employee's Normal Hours of Work a deemed necessary by the Employer to meet the business needs of employer. Additionally, the employee will be required to be available by email or phone during the above mentioned hours or he/she will be terminated for violating the agreement, without any compensation.

5. Compensation

- (a) As full compensation for all services provided the employee shall be paid at the rate of \$12.5/hr. (twelve dollars and fifty cents per hour) which would be \$27000 (Twenty-Seven Thousand) per year as well as any compensation paid for Overtime Hours added to this amount. Such payments shall be subject to such normal statutory deductions by the Employer.
- (b) This Compensation will be payable biweekly (beginning on 31st day since the Commencement

Date) while this Agreement is in force. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law. Employee may choose his or her form of payment from the following forms: PayPal, direct deposit and/or via check.

(c) First month Compensation of (4 Weeks) would be payable in full at the end of the probation period only if all tasks are completed. ;

(d) The pay mentioned in paragraph 5(a) shall be raised once the probation is completed Satisfactorily. The raise post probation period would be upto \$14-\$15/hr (Fourteen to Fifteen). **This rate would be decided based on post probation assessment of the employee.** For the purpose of this clause, first Payday would be the last working day of probation

(e) All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipt.

6. Vacation

(a) The Employee shall be entitled to vacations in the amount of one (1) week per annum, or as entitled by law, whichever is greater.

(b) The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee.

(c) Upon termination of employment, the Employer will compensate the Employee for any accrued but unused vacation.

7. Benefits

(a) The Employer shall at its expense provide the Employee with the Health Plan that is currently in place or as may be in place from time to time.

(b) Employee will be entitled to a full benefits package after sixty (60) days of employment from the commencement date of this Agreement. Such benefits package includes the following: health insurance, paid holidays, paid time off, short term disability insurance, dental insurance, vision insurance and a 401(k) plan.

(c) Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with sixty (60) days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

8. Probation Period

It is understood and agreed that the first 31 days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, only through a written notice.. However, it is understood and agreed that the employees will be compensated by the employer in case they are terminated. The probationary period may not be extended by the Employer. The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.

9. Performance Reviews

(a) The Employee is provided with a written performance appraisal at the end of probation in order to notify if employee is eligible to continue employment.

(b) The Employee will be provided with a written performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

10. Repairs and Utility Costs

(a) The Employee is responsible for maintaining and repairing employee-owned equipments at personal expense and on personal time. (b) The Employee is responsible for utility costs associated with the use of the computer or occupation of the legal resident at personal expense.

11. Termination

(a) Where there is just cause for termination, the Employer may terminate the Employee's employment without notice or cause in lieu of notice as permitted by law. However, it is understood and agreed that the employees will be compensated by the employer in case they are terminated.

(b) The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is the greater of two (2) weeks or any minimum notice required by law. (c) If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with the greater of two (2) weeks and the minimum required by law.

However, it must be understood and agreed that no replacement is allowed and the Employee has to complete all pending assignments during the notice period.

(d) The Termination Date specified by either the Employee or the Employer may expire on any day of the month and upon the Termination Date the Employer will forthwith pay to the Employee any outstanding portion of the compensation including any accrued vacation and banked time, if any, calculated to the Termination Date.

(e) Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to compensation or any other term or condition of this Agreement between the time termination notices is given through to the end of the notice period.

(f) The employee agrees to return any property of the employer at the time of termination.

12. Confidential Information

(a) The terms "Confidential Information" and "Proprietary Data" mean information and data not generally known outside the company concerning Employer or its businesses and the Employer's business and technical information, including but not limited to, patent applications, information relating to inventions, discoveries, products, plans, calculations, concepts, design sheets, design data, system design, blueprints, computer programs, algorithms, software, firmware, hardware, manuals, drawings, photographs, devices, samples, models, processes, specifications, instructions, research, test procedures and results, equipment, identity and description of computerized records, customer lists, supplier identity, marketing and sales plans, financial information, business plans, costs, pricing information, and all other concepts or ideas involving or reasonably related to the business or prospective business of Employer, or information received by the Employer as to which there is a bona fide obligation, contractual or otherwise, on Employer's part, not to disclose same. (b) Employee understands and agrees that the Confidential Information and Proprietary Data constitute trade secrets of Employer and that at all times material to this Agreement, Employer has taken all reasonable steps to protect the confidentiality of this information. (c) Employee agrees not to use Confidential Information and/or Proprietary Data for the benefit of any other person, corporation or entity, other than the Employer, during the term of employee's employment with Employer, or any time thereafter. For purposes of this Agreement, the period of Employee's employment shall include any time during which Employee was retained as a consultant by Employer. (d) Employee agrees that the Confidential Information and Proprietary Data shall be and remain the exclusive property of Employer and shall not be removed from the premises of Employer

under any circumstances whatsoever without the prior written consent of Employer, and if removed, shall be immediately returned to Employer upon any termination of Employee's employment, and no copies thereof may be kept by Employee. (e) All notes, notebooks, memorandums, computer disks and other similar repositories of information containing or relating in any way to Confidential Information and/or Proprietary Data shall be the property of Employer. All such items made or compiled by Employee or made available to Employee during the period of employment, including all copies thereof, shall be held by Employee in trust and solely for the benefit of Employer and shall be delivered to the Employer by Employee upon termination of employment with Employer, or at any other time upon the request of the Employer. (f) Employee agrees that Employee shall not disclose to any other person or entity, either directly or indirectly, the Confidential Information and/or Proprietary Data. Employee understands that the use or disclosure of any of the Confidential Information and/or Proprietary Data may be cause for an action at law or in equity in an appropriate court of the State of New Jersey or of any state of the United States, or in any federal court, and that without waiving the right to collect damages from Employee, Employer shall be entitled to an injunction prohibiting the use or disclosure of the Confidential Information and Proprietary Data.

13. Non- Competition

(a) It is further acknowledged and agreed that following termination of the employee's employment with the employer for any reason the employee shall not hire or attempt to hire any current employees of the employer. (b) It is further acknowledged and agreed that following termination of the employee's employment with the employer for any reason the employee shall not solicit business from current clients or clients who have retained the employer in the five (5) years period immediately preceding the employee's termination.

14. Laws

This agreement shall be governed by the laws of STATE OF New Jersey.

15. Independent Legal Advice

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either: (a) The Employee has had such independent legal advice prior to executing this agreement, Or; (b) The

Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

16. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

17. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

18. Notices

Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.



SIGNED, SEALED AND DELIVERED in the presence of:

[Name of employee]

[Full address of Employee]

[Signature of Employee]

Genix Ideas, LLC



Electronic Signatures. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other Party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each Party to this Agreement shall be bound by its own telecopied or scanned signature and shall accept the telecopied or scanned signature of the other Party to this Agreement.