

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made as of the 10 Dec 2021, between Hermes Inkassodienste Weber KEG a corporation incorporated under the laws of the Austria Province of Röns and having its principal place of business at Im Gawatsch 50, 6822 Röns (the "Employer"); and Amanda Muniz ("Muniz A"), of 1308 CENTRAL AVE APT 307 307, INDIANAPOLIS, IN 46202 (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**

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 Senior Receivable Executive, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner.

- (a) - The Employee communicates directly with clients to evaluate their unique circumstances to determine the best course of action for account resolution.
- (b) - The Employee assists clients on account resolution options while utilizes various collection strategies to negotiate repayment.
- (c) - The Employee is responsible for maintaining productivity measurements and ensuring a problem-solving approach along with positive relationships within a team environment.
- (d) - The Employee agrees and must return any property or any financial asset that was received for performing on his duties to The Employer at the first requirement.
- (e) - Other duties as may arise from time to time and as may be assigned to the employee.

### **3. COMPENSATION**

- (a) - As full compensation for all services provided the Employee shall be paid at the

rate of \$2800 per month. Such payments shall be subject to such normal statutory deductions by the Employer.

(b) - In case of successful completion of the client task, the Employee has an additional commission payment in the amount of 3% of the collection amount.

(c) - 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 receipts.

#### **4. VACATION**

The Employee shall be entitled to vacations in the amount of four weeks per annum. The Employee is entitled for two weeks of paid leave during the first half of the year of employment.

#### **5. PROBATION PERIOD**

It is understood and agreed that the first 7 days of employment from the date of signing the contract shall constitute an unpaid training period.

#### **6. PERFORMANCE REVIEWS**

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.

#### **7. TERMINATION**

(a) - The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.

(b) - The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.

(c) - The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause pursuant to (b) above.

#### **8. NON-COMPETITION**

(a) - It is further acknowledged and agreed that following termination of the employee's employment for any reason, the employee shall not hire or attempt to hire any current employees or clients of The Employer in the 12 month period.

(b) - It is further acknowledged and agreed that following termination of the employee's employment for any reason, the employee shall not solicit business with current employees or clients of The Employer in the 12 month period.

#### **9. LAWS**

This agreement shall be governed by the laws of the Austria Province of Salzburg.

## 10. 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.

## 11. 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.

**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:

***EMPLOYER:***

By: Felix Huber

10 Dec 2021

Felix Huber  
Human Resources Manager

***EMPLOYEE:***

\_\_\_\_\_ Amanda Muniz Date: 10 Dec 2021

Amanda Muniz