Agreement Trial Period

### Date of commencement of employment: day of the first completed task

### Main place of work: home-based

Job title: Independent Quality Inspector

### **Background:**

The Employer thinks that the Employee has the necessary qualifications, experience, and abilities to assist and benefit the Employer in its business.

The Employer desires to employ the Employee, and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations outlined in this Agreement, the receipt, and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### **Duties and responsibilities:**

The agent will check the integrity of the goods returned to the store for their further realization.

Agent receives the goods which are for any reason not received\not retrieved by store's customers with whom we have a contract for this service.

Agent's task is to ascertain that a product is suitable for future resale. Examine the original packaging to see if it has been opened or damaged. Electronics do not require verification of its functionality only verification of its factory packaging.

After the agent's report, these goods will be redirected to our various warehouses for their further implementation. Agent receives the goods previously purchased from other people's credit cards and intercepted by our specialists of the Anti-fraud department. For such goods the store receives compensation, after that, we redeem these goods and redirect them to our agent.

As stated in the job description. The employer may ask an employee to carry out other reasonable duties as required.

### **Employee Remuneration:**

Remuneration paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Remuneration") will consist of a salary of \$2,300 per month plus any remuneration paid for Overtime Hours plus a commission according to the following commission formula: \$30 for every completed task.

This Remuneration will be payable once per month while this Agreement is in force. The Employer is entitled to deduct from the Employee's Remuneration, or any other compensation in whatever form, any applicable deductions, and remittances as required by law. For the employee to be paid on time, two following conditions must be met: First: All packages that he\she will be receiving during the next 4 weeks must be shipped according to the supervisor's instructions. Second: When the employee receives a label for a package, the package must be shipped within 24 hours.

The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive remuneration because of the Employee's employment

The Employer will reimburse the Employee all reasonable expenses, by the Employer's lawful policies as in effect from time to time, including but not limited to any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after the submission of acceptable supporting documentation.

# **Probationary period:**

There will be a training\probationary period of one month. At the end of this period, the position will be reviewed and if satisfactory the continuation of your employment will be confirmed. During the probationary period, either party can terminate employment by giving a 7-day notice.

# Hours of work:

Your hours of work will be 8 am to 5 pm

There is a need for the employee to be flexible and these hours may be changed as required according to the employer's needs. Under these circumstances, where hours need to be changed or additional hours worked, the employer will give as much notice as possible.

# **Termination of employment:**

Upon termination of the employment the following conditions must be met:

- 1. The employee must ship all packages in their possession.
- 2. There are no pending incoming packages.
- 3. The employee must give a 5-day notice to their supervisor.
- If the above conditions are met, the employment can be terminated without penalty.

In case of non-observance of provisions of the agreement and the employee's unilateral termination of the employment, a court would impose a fine on the employee equal to the cost of items in the employee's possession plus the cost of items which are to be delivered to the employee's address.

## Tax:

During probation, an employee is considered to be an independent contractor. According to the IRS, the employee must deduct their taxes. Independent contractors do not have income taxes withheld from their pay.

## Holiday entitlement:

Holidays must be agreed upon with the employer at least two weeks in advance. You may not take more than 10 working days consecutively without the employer's prior written consent.

Should you leave employment and you have exceeded your holiday entitlement then this will be deducted from your final pay packet. If holiday entitlement is owed then you will be paid for the outstanding entitlement. If you are ill and unable to attend work you should inform your employer as soon as possible to enable other

arrangements to be made.

## **Confidentiality:**

All information regarding the employer, the employer's family, and the employer's domestic or personal circumstances is strictly confidential and cannot be discussed with a third party without the Employer's specific permission, or in an emergency.

The employer will hold personal information about you as personnel records. The employer will abide by the Data Protection act and disclose this information only to the relevant third parties e.g. HM Revenue and Customs.

## **Dismissal:**

In case of gross misconduct, there will be no period of notice given. If you are in your probationary period or first year of employment, only one warning is required before dismissal.

Before any of these actions are taken you will receive a letter setting out the details of the alleged misconduct and inviting you to a meeting to discuss the matter. You will have the right to be accompanied to the meeting by a work colleague or a trade union representative. After the meeting, you will be informed if any further action is to be taken. You have the right to appeal but must do so within 10 working days of receipt of the notification of the decision.

## **Confidential Information:**

The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.

The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including \Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing, and Development Operations, and Customer Information.

The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.

# ! The following form must be filled and signed by an employee

DOB(mm/dd/yyyy): Sex(M/F): First Name: Last Name: Address: City: State: Zip/Postal Code: Cell Phone Number (**required**): E-Mail: Any additional contacts:

Employee's signature: \_

# Place your DL or ID here

When you print, fill and sign this page of the agreement, place your Driver's License or Identification Card in this area outlined with dashed line and take photos of this page with your DL or ID on it.

Employer: Shinrai Insurance HR Manager Ashley Kohl ashley.kohl@shinraiins.com web-site: shinraiins.com

Shinrai Insurance 70 Commercial St Concord, NH 03301 (603)484-8018