

PRE-EMPLOYMENT AGREEMENT

This Agreement is entered into as of September 4, 2023 between "Pacific Logistics Co." ("the Company") and ("the Contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein for the period of 5 weeks starting the above date, and the Contractor hereby accepts such engagement.

2. **Compensation.** For the period of the training the Company will reimburse the Contractor time by a min \$2,400.00 or max \$5,200.00 compensation in a form of a paycheck sent at the time when the final test is taken. Reimburse is not sent if the Contractor didn't complete at least 4 weeks of studies. In case of any actions performed by the Contractor, related to the work process and the needs of the Company for the period of the training the Company will pay the Contractor the compensation in amount defined by agreement.

3. **Written Reports.** The Company may require that project plans, progress reports and a final results report be provided by Contractor on a monthly basis. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is requested by the Company.

4. **Confidentiality.** The Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into his/her possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his/her possession or under his/her control. The Contractor further agrees that he/she will not disclose his/her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his/her relationship to the Company and of the services hereunder.

PACIFIC LOGISTICS CO.

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E: AMERICA@PACIFLOGISTICS.COM

5. Conflicts of Interest; Non-hire Provision. The Contractor represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his/her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he/she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his/her productive time, energy and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

6. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

7. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

8. Termination. The Company may terminate this Agreement at any time by 10 working days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

9. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10. **Insurance.** The Contractor will carry liability insurance (provided by American International Group, Inc. (AIG) relative to any service that he/she performs for the Company. Insurance expenses are on the side of the Company.

11. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

12. **Choice of Law.** The laws of the state of NY and International Business Companies Act (31 December 2006) shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

13. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in NY in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

14. **Assignment.** The Contractor shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her or duties hereunder, without the prior written consent of the Company.

15. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

16. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

17. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

18. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

PACIFIC LOGISTICS CO., LTD.

Address: Rautistrasse 12
8047 Zurich, Switzerland
Phone: + (41) 43 550 2834
By: Andrew Brien
(Chief Operating Officer)

PACIFIC LOGISTICS CO., NEW YORK DEPT.

Address: 1044 Ave of the Americas
New York, NY 10018 U.S.A.
Phone/Fax: +(1) 347 868 2086
By: Nicholas Russell
(Human Resources Department)

Contractor's full name
Year of birth (optional)
Address
City, State, ZIP
Phone number
Cell phone number (optional)
Best time to reach (optional)
E-mail

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