

# EMPLOYMENT AGREEMENT

This agreement is made effective as of: \_\_\_\_ / \_\_\_\_ /2023

**BETWEEN:** \_\_\_\_\_ (The “Employee”),  
(Employee full name).

with the main address at:

\_\_\_\_\_  
(Complete address).

**AND: North America Express Delivery LLC** (The “Company”), a business organized and existing under the USA/Canada laws, with its head offices located at:

**US branch:** 3101 Poplarwood Ct, Raleigh, NC, 27604

**Canada branch:** 222 Jarvis St, Toronto, ON M5B 2B8

- 1. Employee.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Employee to perform the services set forth herein, and the Employee hereby accepts such engagement under W-2 (TD1 for Canada) tax form.
- 2. Duties, Term, and Compensation.** The Employee’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Employee and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Employee and agreed to by the Company, and which collectively are hereby incorporated by reference.
- 3. Employment Classification.** The Employee will be engaged on a part-time or full-time basis for the period of 1 year. During the employment with the Company, the Employee may undertake any outside business interest or activity without the prior consent of the Company..

**EMPLOYEE**

\_\_\_\_\_

Signature

**4. Written Reports.** The Company may request that project plans, progress reports and a final results report be provided by the Employee 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 reasonably requested by the Company.

**5. Confidentiality of Proprietary Information.** The Employee agrees, directly or indirectly, not to use or disclose any of the Company's confidential information or trade secrets to any person, firm, corporation, or entity. If it appears that the Employee has disclosed (or has threatened to disclose) such information in violation of this Agreement, the Company shall be entitled to an injunction restraining the Employee from disclosing, in whole or in part, the said information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. Any expenses the Company incurs considering information confidentiality violation will be reimbursed by the Employee. The confidentiality provisions of this Agreement will remain in full force and effect during the Employee's employment period and after its termination.

**EMPLOYEE**

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Signature

6. **Vacation.** The Employee shall be entitled to a paid vacation of 3 weeks yearly after 3 months of employment, at any time upon 5 business days written notice to the Company.

7. **Conflicts of Interest; Non-hire Provision.** The Employee represents that [he or she] is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Employee and any third party. Further, the Employee, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Employee shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Employee 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 Employee shall not, directly or indirectly hire, solicit, or encourage leaving the Company's employment, any employee, consultant, or Employee of the Company or hiring any such employee, consultant, or Employee who has left the Company's employment or contractual engagement within one year of such employment or engagement.

**EMPLOYEE**

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Signature

**8. Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Employee 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 Employee of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Employee 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 Employee. 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.

**9. Reimbursement of Expenses.** In exceptional cases where Employee might incur expenses for furthering the Company's business, which may include expenses for additional shipping materials or payment for shipping services, the Company shall reimburse Employee only after the Employee presents an itemized account of expenditures with official receipts, pursuant to Company policy.

**EMPLOYEE**

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Signature

10. **Termination.** The Company may terminate this Agreement at any time by 10 working days' written notice to the Employee. In addition, if the Employee 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 Employee immediately and without prior written notice to the Employee.

11. **Taxes.** The company is responsible to handle all W-2 federal taxes.

12. **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.

13. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

14. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

## **EMPLOYEE**

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Signature

15. **Assignment.** The Employee shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

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.

19. **Insurance and plans:**

- Two options for your health insurance plan (PPO or High Deductible)
- Prescription drug coverage (included in your health insurance plan)
- Vision and dental insurance plans
- A robust 401k plan with up to a 5% employer match
- A retirement savings plan that is 100% company funded

**EMPLOYEE**

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Signature

**EXHIBIT A**

**DUTIES AND COMPENSATION**

**DUTIES:** The Employee will process packages. [He or she] will report directly to any country, city, address provided by manager and to any other party designated by manager in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Employee.

**COMPENSATION:**

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Employee at least \$3,200 in 30 calendar days after the first package has been shipped. After that it's \$800 a week.

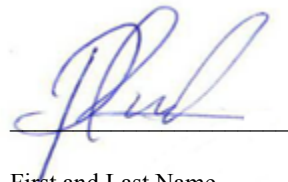
Payments are made by Direct Deposit, check by mail, Paypal, Cash App, Zelle or Western Union

**EMPLOYEE**

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Signature

**Paul Elano, Director Of North America Express Delivery LLC**

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First and Last Name