



## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into by the undersigned parties: **Vibeapex LLC** the owner and registrar of **Vibeapex.com**, registered at **10940 Wilshire Blvd #1840, Los Angeles, CA 90024** (known as the “Company”) and the individual noted below (known as the “Contractor”).

FIRST NAME:	Anthony	LAST NAME:	Fusco
ADDRESS:	1110-620 Martin Grove Rd	CITY:	Toronto
PROVINCE:	Ontario	ZIP CODE:	M9R 0A5
PHONE:	705 500 3702	EMAIL:	fuscoanthony6116@gmail.com

Collectively, the Company and the Contractor are referred to as the “Parties”.

The Contractor is expected to read the Agreement in its entirety and seek any clarification prior to signing the Agreement. By signing the document, the Contractor indicates they understand all terms laid within and agree to abide by this Agreement without any reservation.

Once the Contractor reads, fills out, and signs the Agreement and supporting documents are submitted and approved by the Company, the Agreement serves as a legally binding contract between the Parties.

### 1. TERM

The term of this Agreement shall begin on the Commencement Date stated in this section and remains in effect for a period of 6 consecutive months thereafter. Either Party can terminate the Agreement given that the guidelines in Section 5 are met. Either party reserves the right to initiate the cancellation proceeding. Likewise, the Parties reserve the right to renew the Agreement if mutually agreeable. The initiating party is required to give the other party two weeks’ notice of their intention of renewal.

**COMMENCEMENT DATE:** 10/23/2023

## **2. SERVICES**

The Contractor will provide the following services:

- a) The Contractor will have access to all resources necessary to provide services for the Company. These items may include but are not limited to, account logins, software programs, and training manuals. There are certain items that the Contractor will be responsible for procuring and maintaining as a requisite. Please refer to Section 2e for more information regarding these requisites.
- b) These services provided by the Contractor include but are not limited to: receiving, inspecting and processing incoming deliveries according to the established guidelines and protocols, reporting all findings through the CRM; being discreet and respectful to customers' privacy; traveling to local carrier offices or stores for packages pick up and drop off; photographing packages and/or contents and uploading them to the CRM; responding to all business correspondence in a timely manner;
- c) The Contractor is expected to be available via phone, email and text during regular business hours (9 am-5 pm, Mon-Fri, Contractor's local time). The Contractor must process packages and respond to all business correspondence during this timeframe. Being unavailable to business correspondence during regular business hours can result in a verbal warning for the first infraction and become grounds for agreement termination if found to be habitual unavailability.
- d) If the Contractor's address changes, the Company must be provided with a 2 weeks' notice before the change becomes effective. Address verification documentation will be required to establish the legitimacy of the new address. It's not permitted to change the address for 2 months after the Contractor starts providing services for the Company.
- e) The Contractor must procure and maintain equipment and services as part of the agreement. The equipment and/or services are as follows: active phone line (landline or cellular), reliable Internet connection, computer, printer (laser or inkjet), digital camera (or camera-enabled smartphone).
- f) Requests for time off must be submitted to the Company for approval. Request for time off should be directed to the Contractor's supervisor. If the taking time off is requested in lieu of sickness, a physician's note or hospital discharge summary must be provided to the Company to support the paid time off request. It's not allowed to take any time off during the probationary period (see section 3c).

The Contractor shall take direction from the Company. Additional services or amendments to the services described above may be agreed upon between the parties.

### **3. COMPENSATION AND TAXES**

- a) Subject to providing the services as outlined above, the Contractor will be paid the sum of 4800 CAD per month with an allocated travel expense of 120 CAD. The first month is considered a probationary period and the Company will be invoiced monthly upon completion of this period. The earnings will be transferred via bank transfer. The probationary period starts from the day the Contractor processes their first assignment from the Company.
- b) The Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Company to the Contractor. The Contractor also agrees to indemnify the Company from any and all claims in respect to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- c) After completion of the probationary period, passing the skills assessment test and receiving a satisfactory performance evaluation rating the Contractor will be paid the sum of 5300 CAD per month with an allocated travel expense of 150 CAD. The Company will be invoices bi-weekly or monthly upon the Contractor's preference. The payment will be transferred via bank transfer.
- d) The Contractor will be provided with prepaid shipping labels for all assignments. The Contractor is also permitted to submit reimbursement requests for printing supplies including ink and cartridges, as well as packing materials such as boxes, tape and fillers.
- e) The Contractor agrees that they will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.

### **4. BONUSSES AND FINES**

- a) Bonuses:
  - Weekend Processing – Any set of assignments completed over a weekend. The Contractor receives a 50 CAD bonus per day.
  - Overtime Processing – Any assignment completed after standard business hours (Contractor local time). For each assignment completed after hours, a 20 CAD bonus will be given.
  - Pick Up Orders Processing – pick up orders are requested for the same day service. If the assignment is picked up the same day it was delivered to the pickup place, the Contractor receives a 40 CAD bonus for each assignment.

#### Fines:

- Habitual Missed Deliveries – Any Contractor who misses package deliveries habitually (more than 5 within 30 days), will be assessed a 15 CAD fine for each missed delivery.
- Processing Delays – If a Contractor fails to process an order within the 48-hour goal time (under the condition that new shipping labels are provided for the Contractor) and the Contractor is directly responsible for the delay, they will be fined 70 CAD per day for every day the package is delayed.
- Lost Packages – In the event the Contractor is unavailable to receive an attempted, scheduled delivery in person and the package is subsequently lost, the Contractor will be billed for a total cost (retail price) of the lost merchandise.
- Loss due to the Termination of the Agreement – If the Contractor is terminated/vacates their position and the package is lost due to not following proper assignment discharge protocol, the Contractor will be responsible for the cost of the lost item.
- Inaccessibility – Not responding to business correspondence from the Company within 6 hours will result in a 140 CAD fine for a day of being unavailable. If the Contractor is out of reach for more than 24 hours without providing any reasonable explanation, their account will be suspended along with their scheduled payment until the situation is resolved.

#### **5. TERMINATION**

- a) The Contractor agrees that the Company may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement. Possible grounds for termination include but are not limited to: intentional damage of the property of the Company, its agents, or clients; theft or fraud directed to the Company or their business associates; any willful behavior that is harmful or harassing against the Company, other Company's, customers or vendors; habitual negligence in regards of job duties; malicious activity leading to the financial loss to the Company, its customers or vendor(s).
- b) In the event the Contractor is terminated or dismissed from their position, they will have 24 hours to return any property that belongs to the Company, its customers, or agents. Tracking numbers and/or receipts must be provided to the Company as proof that items are being returned. Any unpaid earnings that are owed to the Contractor at the end of the Agreement term (whether voluntary or involuntary discharge) will be paid out to the Contractor without delay unless the Contractor were found to be engaged in any illegal activity while providing services to the Company.

c) The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company 14 calendar days notice of Contractor's intention to do so. The Contractor is not allowed to terminate this Agreement during the probationary period.

## 6. CONFIDENTIALITY

- a) The Contractor understands and acknowledges that they must protect any program and software logins and take necessary precautions to safeguard all sensitive data of the Company, its customers, and its agents as part of the terms of this Agreement. The Contractor agrees to uphold the confidentiality and privacy policies of the Company throughout the course of their cooperation with the Company. If the Contractor violates any of the Company's policies, they may face termination or even legal action brought against them. Policies may include business models, trade secret compliance, and non-disclosure of personal or protected information related to the Company, its customers, agents, vendors and employees.
- b) The Company guarantees to safely store and protect all personal information related to the Contractor and endeavors to take all necessary precautions and safeguards to protect against theft, data breaches, and another misuse of such information. The Contractor's profile will be destroyed as soon as permitted by law once they are no longer providing services for the Company.

By signing below, both Parties agree that they understand and agree to the terms of this Agreement without any reservation and they participate in this Agreement at their freewill, free from any coercion or undue effect.

Contractor Name: Anthony Fusco

Contractor Signature: *Anthony Fusco*

Date: 10/19/2023

Company Representative and Title: **Michael Wallace, CEO**

Company CEO Signature: *michael wallace*



## IDENTITY VERIFICATION

Since the majority of our hiring processes are conducted remotely, we need to ensure additional precautions are taken to verify identity. Please upload a color copy of your ID, DL or passport in the form below. Your ID should have your full name and current address. Please use the additional form below to upload a copy of your utility bill, lease, or deed if the address on your ID does not match the address on your Agreement.

'Online\_Return\_Center.pdf' attached

ID, DL or passport

'Proof\_of\_address.pdf' attached

Utility bill, lease or deed

**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**

045CC7B4-17EE-4FC0-8952-DD6F1A17A1FE

**TRANSACTION DETAILS**

**Reference Number**  
045CC7B4-17EE-4FC0-8952-DD6F1A17A1FE

**Transaction Type**  
Bulk Send

**Sent At**  
10/18/2023 17:24 EDT

**Executed At**  
10/19/2023 08:15 EDT

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
f2a27d321628108099372e1fe42030a4ae0dbbfcc48186d6758c2a1002f6e3d1

**Signer Sequencing**  
Disabled

**Document Passcode**  
Disabled

**DOCUMENT DETAILS**

**Document Name**  
VPX-5130814-2323-AGR CAD

**Filename**  
VPX-5130814-2323-AGR\_CAD.docx

**Pages**  
6 pages

**Content Type**  
application/vnd.openxmlformats-officedocument.wordprocessingml.document

**File Size**  
183 KB

**Original Checksum**  
06a42a79128e9f946b3910d824221ef859a44cb49706d75e1e665e61fd84c477

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Anthony Fusco</p> <p><b>Email</b> fuscoanthony6116@gmail.com</p> <p><b>Components</b> 14</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 76c1a4a572674d91782ca5f44d3d78235ecc2bd9b3eee94e28b6cd746e2f9bb4</p> <p><b>IP Address</b> 38.43.190.164</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> AC76E417</p>	<p><b>Viewed At</b> 10/19/2023 07:51 EDT</p> <p><b>Identity Authenticated At</b> 10/19/2023 08:15 EDT</p> <p><b>Signed At</b> 10/19/2023 08:15 EDT</p>

**AUDITS**

TIMESTAMP	AUDIT
10/18/2023 17:24 EDT	Joey Champ (joey.champ@vibeapex-jobs.com) created document 'VPX-5130814-2323-AGR_CAD.docx' on Chrome via Windows from 71.24.74.37.
10/18/2023 17:24 EDT	Anthony Fusco (fuscoanthony6116@gmail.com) was emailed a link to sign.
10/19/2023 07:51 EDT	Anthony Fusco (fuscoanthony6116@gmail.com) viewed the document on Chrome via Windows from 38.43.190.164.
10/19/2023 08:15 EDT	Anthony Fusco (fuscoanthony6116@gmail.com) attached a file 'Online_Return_Center.pdf' (139 KB, application/pdf)
10/19/2023 08:15 EDT	Anthony Fusco (fuscoanthony6116@gmail.com) attached a file 'Proof_of_address.pdf' (850 KB, application/pdf)
10/19/2023 08:15 EDT	Anthony Fusco (fuscoanthony6116@gmail.com) authenticated via email on Chrome via Windows from 38.43.190.164.
10/19/2023 08:15 EDT	Anthony Fusco (fuscoanthony6116@gmail.com) signed the document on Chrome via Windows from 38.43.190.164.