

Employment Agreement

Between:

Benito Metz
of
8309 Jones

(the 'Employer')

- and -

Rochel Shah
of
9484 Hayes Court

(the 'Employee')

THIS EMPLOYMENT AGREEMENT (the 'Agreement') is hereby executed this 11th day of April, 2023.

Background:

1. It is the belief of the Employer that the Employee possesses those skills, qualifications and abilities necessary to contribute to and further the aims of the Employer's business.
2. Both the Employee and Employer accept the terms and conditions set forth within this Agreement.

IN CONSIDERATION OF the mutual benefits and responsibilities specified in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, both parties to this Agreement agree as follows:

Commencement Date and Term:

3. The Employee will commence full-time employment with the Employer on Lorem ipsum at class lobortis, congue phasellus. (the 'Commencement Date').
4. Subject to termination as provided in this Agreement, the Employee is employed for an indefinite term. The Employer and the Employee recognize that certain conditions set out in this Agreement will survive past termination of employment.

Position and Duties:

5. The Employer agrees to employ the Employee as a Lorem ipsum massa mattis nullam, augue blandit. and the Employee agrees to be employed subject to the terms and conditions set forth in this Agreement.
6. The Employee shall carry out any and all lawful and legitimate duties assigned by the Employer. Such duties may include, but are not limited to,

duties performed by one in such a position, employed by a business or organization similar to that of the Employer.

7. The Employee will perform his or her duties in a careful and prudent manner, conducting him or herself at all times so as to maintain and improve the reputation and interests of the Employer.
8. The Employee agrees to truthfully make and maintain such reports as the Employer may reasonably require. Additionally, the Employee agrees to make available to the Employer any and all information derived from his or her employment, which will be of a benefit to the Employer.
9. The Employee agrees to adhere to the Employer's policies, rules and practices. These may include, but are not limited to, such issues as work schedules, sick leave, leaves of absence, and vacation time. Furthermore, it is acknowledged that these policies may be modified from time to time as dictated by the Employer's business needs. In such an event, reasonable notice will be given to the Employee in compliance with this Agreement.

Inability to Contract for Employer:

10. The Employee will not have the right to contract for, or on behalf of, the Employer without first obtaining the Employer's written consent. This condition will trump any contradictory clause contained within this Agreement.

Employee Compensation:

11. In consideration of the Employee's duties as outlined within this Agreement, the Employer will pay to the Employee a yearly salary of 189,600.00. This compensation will be payable twice a month on the 14th and on the last day of each month while this Agreement is in force. The Employee recognizes that the Employer may be required by the laws of the State of New York to deduct any applicable fees or remittances from the Employee's compensation.
12. The Employee accepts that the compensation as set forth in this Agreement will be the sole monetary compensation provided by the Employer as consideration and compensation for services, duties and obligations performed by the Employee as outlined in this Agreement.
13. The Employee understands and agrees that any additional compensation, through bonus payments or otherwise, is entirely at the Employer's discretion. The Employee will not hold any right to additional compensation by reason of the Employee's employment pursuant to this Agreement.
14. Necessary travel expenses incurred by the Employee for employment-related travel will be fully reimbursed by the Employer.

15. The parties agree that the Employee will be permitted a reasonable degree of flexibility with respect to work hours. The parties agree that if extra time is worked in a day or week, the Employee expressly waives any right to overtime pay or to equivalent time off in place of overtime pay.
16. All funds in the Employee's possession belonging to the Employer shall be delivered or transmitted daily to the Employer's designated bank account or to the Employer's designated manager, unless the Employee is otherwise directed in writing or by direct communication from his or her immediate supervisor.

Employee Benefits:

17. The only additional benefits to which the Employee will be entitled are those currently in place, as reflected in current revisions of the Employer's booklets and manuals.
18. Benefits received by the Employee are at the sole discretion of the Employer, and may be changed by providing 60 days written notice of the changes to the Employee. The Employee will not be compensated should such changes occur.
19. The parties agree that during the term of this Agreement, the Employee will be entitled to a yearly vacation of two weeks. The time of such vacation is to be determined by mutual agreement of the parties.

Duty to Devote Full Time:

20. The Employee agrees to devote his best efforts full-time to the performance of his duties as an Employee of the Employer.

Confidential Information and Assignment of Inventions:

21. The Employee recognizes that during the course of employment, the Employee may have access to information that the Employer wishes to keep confidential. Both parties acknowledge that this information is the exclusive property of the Employer, and includes, without limitation:
 - A. 'Confidential Information' refers to all data and information relating to the Employer's business or enterprises, including proprietary information, trade secret technology, ideas, methods, techniques, formats, specifications, procedures, designs, processes and accounting or other records which the Employee has access to. This includes, but is not limited to: Work Product, Computer Software, Business Operations, Marketing and Development Operations, Proprietary Data and Customer Information. Confidential Information also extends to include any information that has been disclosed to the Employer by a third party and governed by a non-disclosure agreement. Notwithstanding the above, the following will not be regarded as Confidential Information:

- i.) Information that is common knowledge in the business or industry of the Employer;
 - ii.) Information or knowledge that the Employee lawfully possessed prior to the disclosure of the information to the Employee by the Employer; and
 - iii.) Information that is independently created by the Employee without the assistance or use, directly or indirectly of the Employer's Confidential Information.
- B. 'Work Product' refers to any products, ideas, or information resulting from or related to present or future work projects or duties performed by the Employee for the Employer or the Employer's clients;
- C. 'Computer Software' refers to computer programs that are developed for, resulting from, or related to, work or projects that have been, or will be performed for the Employer or for the Employer's clients. Such computer programs include programs of any type that are in any stage of actual or anticipated research, development, or production. These may include, but are not limited to: programs, program modules, routines and subroutines, algorithms, design concepts or specifications, source code, object code, program patches and system designs;
- D. 'Proprietary Data' refers to publicly undisclosed information relating to proprietary rights possessed by the Employer such as: technical, manufacturing, engineering or production data, test results and statistics, progress or development reports of various products or services, and information regarding the procurement, protection, control, and licensing of proprietary rights (such as patents, copyrights, and trade secrets);
- E. 'Business Operations' refers to internal financial, employment, and personnel records, client and vendor names, information, agreements, and services, business literature and operating manuals, and methods or means in which the Employer conducts its business;
- F. 'Marketing and Development Operations' refers to marketing and development plans, pricing strategies and billing policies, quoting methods, techniques and methods for obtaining business, processes and procedures used to obtain forecasts and forecast assumptions and volumes, and future plans and potential strategies put forth by the Employer which have been or are being speculated or discussed; and

- G. 'Customer Information' means any information relating to the identification of customers and their representatives, data provided by customers and relations, contracts and their contents, customer service, quality and specifications of products and services purchased, leased, licensed or received by clients of the Employer.

Confidential Obligations:

22. The Employee recognizes the need to keep all Confidential Information absolutely confidential, and prevent its release to the public, as a material term of this Agreement. The Employee agrees not to disclose, report, or use, for any purpose, any of the Confidential Information disclosed to the Employee by the Employer as a result of the Employee's employment, or which the Employee has otherwise obtained or accessed. If there is any uncertainty about disclosure of Confidential Information, the Employee agrees to seek out senior management of the Employer prior to making any disclosure of the Employer's information that may be covered by this Agreement.
23. All obligations regarding the non-disclosure of Confidential Information, and any obligations to provide notice under this Agreement will survive the termination or expiration of this Agreement, as the case may be for a period of 2 years from the date of its expiration or termination.
24. The Employee will be permitted to disclose any of the Confidential Information in the following circumstances:
- A. If the Employer has given written consent for the Employee to disclose the information to a third party; or
 - B. If the Employee is required to disclose such information by law or at the request of any governmental, administrative, legislative, or judicial body, provided that the Employee will first give prompt notice to the Employer of any possible or prospective orders of disclosure and the Employer has been afforded a reasonable opportunity to prevent or limit such disclosure.

Ownership and Title:

25. The Employee recognizes and agrees that the Employer retains all rights, titles, and interest in any Confidential Information at all times, and that such information is the property of the Employer alone. As such, the Employee waives any (and all) interest in the Confidential Information, including but not limited to any interest in know-how, copyright, trademarks or trade names. This shall stand irrespective of any contributions the Employee may have made to such materials or developments.
26. The terms contained within this Agreement will not apply to any of the Employee's intellectual property, methods, designs, developments, creations, research, know-how, trade names, trademarks, and copyrights

which:

- A. used no facilities, materials, Confidential Information or equipment of the Employer;
- B. the Employee created or developed entirely on his or her own time; and
- C. bears no relation or similarity to the business of the Employer, or to the Employer's present or anticipated duties, creations, developments, or research, or resulting from any work performed by the Employee for the Employer.

27. Any and all Confidential Information created or developed by the Employee, in whole or in part, during the term of employment is recognized by the Employee as the property of the Employer. The Employee therefore agrees to assign to the Employer any right, title, or interest the Employee may have in the Confidential Information, and further agrees to take all measures and to execute all instruments reasonably requested by the Employer to more fully transfer ownership rights of the Confidential Information from the Employee to the Employer, in the period both during and after the Employee's employment with the Employer.

Return of Confidential Information:

28. Upon termination or expiration of this Agreement, as the case may be, or upon request from the Employer, the Employee agrees to return to the Employer all documents, disks, computer media, or other material in the Employee's possession or control that:
- A. May contain or be derived from proprietary or Confidential Information, as defined in this Agreement, including trade secrets, ideas, concepts, and developments; or
 - B. Is connected with or derived from the Employee's services to the Employer.

Remedies:

29. The Employee understands the confidential and proprietary nature of any Confidential Information, and accepts that disclosure of this information to a third party would constitute a material breach of this Agreement. The Employee further recognizes that any such disclosure would severely and irreversibly affect the Employer's business and goodwill, to an extent beyond repair by any degree of monetary compensation.
30. In the event of termination, the Employee agrees to cooperate with the Employer by providing documentation and other information to the extent necessary to allow the Employer to evaluate whether the Employee is honoring any post-employment obligations set out in this Agreement.

Avoiding Conflict of Opportunities:

31. Notwithstanding personal investments of less than 5% of the equity of a business, established family businesses, real estate, or stocks and bonds traded on public stock exchanges, the Employee agrees to notify the Employer of all business opportunities relating to, or similar to, the Employer's current or prospective business opportunities. The Employee understands that, for the duration of employment, the Employee cannot pursue such opportunities in any way without the prior written consent of the Employer.
32. Unless written consent is otherwise given by the Employer, the Employee further agrees to the following terms:
- A. The Employee shall not compete with the present or anticipated business of the Employer, including but not limited to planning or orchestrating any similar or related business activities, either solely or in collaboration with others.
 - B. The Employee shall not participate, either directly or indirectly, in any business activities that conflict with the interests of the Employer. Determination of such conflicting activities will rest exclusively upon the discretion of the Employer.

Non-Solicitation:

33. It is mutually understood that the Employer would suffer harm and damages if attempts were made by the Employee to induce others to leave the Employer's employ, or if the Employee were to interfere with the Employer's relationship with its other employees or contractors. With this understanding, the Employee agrees that during the term of his employment with the Employer and for a period of 10 years after the end of such employment, the Employee will, not under any circumstances, directly or indirectly:
- A. Encourage or attempt to encourage any employee or contractor of the Employer to quit employment or retainer with the Employer;
 - B. Interfere with the Employer's relationship with its contractors or other employees in any way that could damage the Employer;
 - C. Inform other contractors or employees of the Employer of other competitive employment opportunities or positions;
 - D. Solicit, entice, or hire away any contractor or employee of the Employer that was employed at any time during the Employee's term of employment; or

- E. Make any public statement or announcement, or permit anyone else to make any public statement or announcement, that the Employee was formerly employed by or connected with the Employer, except that the Employee may disclose his or her prior employment with the Employer for purposes of seeking other employment.

Non-Competition:

- 34. The Employee understands and agrees not to participate, directly or indirectly, in any business activities that are in direct competition with the business projects of the Employer without the express written consent of the Employer. This condition shall hold at all times during the continuance of this Agreement and within 5 years of its termination or expiration, as the case may be. The Employer further affirms that such consent will not be unreasonably withheld from the Employee.
- 35. The Employee understands and agrees that for a period of 5 years from the date of expiration or termination of this Agreement, the Employee will not divert or attempt to divert from the Employer any business that the Employer has enjoyed or solicited from its customers prior to expiration or termination of this Agreement.

Insurance:

- 36. The Employer values the Employee as an integral part of the Employer's business. Unexpected loss of the Employee's services would cause the Employer to face financial hardship and economic difficulties. In consideration of this fact, the Employee agrees to:
 - A. Permit the Employer to insure the Employee's life under one or more life insurance policies selected by the Employer. Such insurance policy may be instituted, modified, or terminated at any time during the term of employment at the sole discretion of the Employer. The Employer will cover all costs associated with such insurance;
 - B. Name the Employer as the sole beneficiary of any such insurance policies outlined above;
 - C. Fully comply with the Employer and insurer in performing all necessary actions and providing all required instruments and documentation to apply for, obtain, maintain, convert, cancel, reinstate, or liquidate such insurance policies. The Employee will take the necessary actions to ensure that the Employer receives any and all rights, powers, privileges, benefits and options to and under such insurance policies, including collecting the proceeds that may accrue; and/or
 - D. Submit to any and all physical or other examinations that are necessary to effect such insurance policies.

Termination of Employment:

37. The Employer may terminate the Employee's employment without notice if:
- A. The Employee has breached any of the terms of this Agreement; or
 - B. Where there is just cause for termination.
38. The Employer and Employee agree that a minimum notice period of Lorem ipsum vel proin, felis. is reasonable and sufficient notice for termination of employment by the Employer. If this notice period is less than that required under any relevant legislation, then the parties agree that the minimum time period required by legislation shall be the notice required for termination of employment.
39. Both parties agree that if the Employee wishes to terminate his or her employment, he or she must provide the Employer with notice, which shall be the lesser of:
- A. At least February notice to the Employer; or
 - B. The necessary time to find, train and develop a replacement, if the Employee agrees to co-operate with the Employer in doing so.
40. The date of termination, as specified in the notice by either the Employee or Employer, may fall on any day of the month; upon this day the Employer shall pay any and all outstanding wages, vacation time, and banked time to the Employee, calculated to the date of termination. Until the date of termination, the Employee agrees to perform all regular duties and undertake all employment responsibilities, as determined at the Employer's discretion. Failure of the Employee to reasonably and responsibly execute employment duties during the notice period shall be considered a breach of the Employee's obligations and will be sufficient cause for immediate termination without compensation or notice.

Termination For Disability:

41. Should the Employee become Permanently Disabled, as defined within this Agreement, during the term of employment, the Employer reserves the right to terminate this Agreement, regardless of any contrary statements contained within this Agreement. Any such termination will occur solely at the Employer's discretion. In the event that the Employer wishes to exercise this right, the Employer must give notice to the Employee, either in person or by registered mail, of their intention to terminate this Agreement, and that this Agreement shall be terminated on the last day of the month in which the notice is mailed or delivered. Upon giving such notice, the Agreement will cease on the last day of the month in which the notice is delivered or mailed, with the same force and effect as if such day was the date of termination initially established in the Agreement. For the purposes

of this clause, delivery of the notice shall be deemed to have occurred when the recipient or personal representative of the recipient receives such notice, and mailing shall be deemed to have occurred at the time when such notice enters into the mail system.

42. 'Permanent Disability' is defined in this Agreement as the inability, unwillingness, or failure of the Employee to perform employment duties for a period of sixty (60) consecutive days, or for a combined period of one hundred and twenty (120) days (which need not be consecutive), throughout the course of a calendar year. The inability, unwillingness, or failure of the Employee to perform employment duties must be due to ill health, mental disability, physical injury, disability, or other circumstances which are beyond the Employee's control. For the purposes of this Agreement, a calendar year shall be defined as a twelve month period commencing on January 1st and terminating on December 31st, during the term of this Agreement.

Termination Due to Discontinuance of Business:

43. Should the Employer cease to operate its business at the location where the Employee is presently employed, then this Agreement may be terminated as of the last day of the month in which the Employer ceases to operate at that location. Such method of termination of this Agreement is at the Employer's sole discretion, and shall stand despite any contrary statements contained within this Agreement. The Agreement will terminate with the same force and effect as if such day was the date of termination initially established in the Agreement.

Notices:

44. If any Confidential Information is lost or disclosed to an unauthorized party, the Employee agrees to immediately notify the Employer and take all steps reasonably necessary to mitigate damages arising from the situation.
45. The parties agree that any communications required or permitted by this Agreement be given in writing. Such communications shall be given by either mail, electronic mail, facsimile or personal delivery to the parties to this Agreement. In the event of a change in correspondence address, telephone number or other contact information, the parties agree to notify each other of such change in a timely manner.

Modification of Agreement:

46. Any changes, revisions or amendments to this Agreement, including but not limited to the assumption of additional obligations in connection with this Agreement will only be binding upon the parties if recorded in writing and signed by each party or their authorized representative.

Assignment:

47. The Employer reserves the right to assign this Agreement to an affiliated company or to any successor in interest to its business without notice to the Employee, and all the terms and conditions of this Agreement shall remain in full force and effect thereafter.

Severability:

48. If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgement of the court. The Employee and Employer recognize that the present Agreement is designed to provide the Employer with the broadest possible protection against disclosure of Confidential Information and against solicitation of the Employer's contractors and employees.

49. Should any provisions in this Agreement be found to be wholly or partially invalid or unenforceable for any reason, such finding shall not affect the enforceability of the remaining provisions of the Agreement. Further, any partially unenforceable provisions shall, if alternative interpretations are applicable, be construed so as to preserve the enforceability thereof.

Governing Law:

50. Both parties agree, intend and desire that this Agreement, performance of this Agreement, and all suits and proceedings arising from this Agreement be construed in accordance with, and governed solely by the laws of the State of New York.

General Provisions:

51. The Employer shall maintain all rights, powers, and privileges set forth in this Agreement, regardless of any delay or failure of the Employer to exercise them. Shall the Employer choose to exercise any rights, powers or privileges in whole or in part, such exercise shall not prejudice any further or future exercise of the Employer's rights, powers or privileges.

52. This Agreement may be executed in counterparts.

53. If there is a previous employment agreement existing between the Employer and Employee, both parties agree that any previous employment agreement will be replaced by the present Agreement, as of this Agreement's effective date. In such circumstance, both parties agree that that this Agreement is entered into as consideration for the Employee's continued employment with the Employer.

54. This Agreement comprises the entirety of the terms and conditions of employment as understood and agreed upon by the Employer and the

Employee. The Employer and Employee state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the Employer and the Employee acknowledge that they have relied upon their own independent legal council and judgement in entering into this Agreement.

Additional Provisions:

55. Lorem ipsum etiam orci neque potenti pellentesque, fermentum molestie sociosqu mollis.
56. Lorem ipsum ante volutpat neque lacus, est libero vivamus.

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Signatures:

IN WITNESS WHEREOF Rochel Shah and Benito Metz have duly affixed their signatures by duly authorized officers under seal on this 11th day of April, 2023.

Rochel Shah

per: _____ (SEAL)
(Authorized Officer of the Employee)

Benito Metz

per: _____ (SEAL)
(Authorized Officer of the Employer)

Name:
(Witness)