



EMPLOYMENT AGREEMENT

REF# SBL-985324-2302-AGR

This Employment Agreement will be denoted as the "Contract" in the context of this legal agreement between the two participating parties. This Contract between **Sembell LLC**, (referred to herein as the "Employer" and the legal owner of **Sembell.com**) registered and located at **801 S Grand Ave #1025 Los Angeles, CA 90017**, and the prospective employee/applicant (herein referred to as the "Employee") will abolish and replace all previous contracts, understandings, implied or explicit agreements.

FIRST NAME: James

LAST NAME: Bryant

ADDRESS: 1515 Pebblewood Dr

CITY: Dallas

STATE: Texas

ZIP CODE: 75217

PHONE: (469) 992-7044

EMAIL: james.bryant2357@gmail.com

The Employer and the Employee are collectively addressed as the "Parties" in the context of this Contract.

This Contract is governed by the prevailing laws of the United States and those same laws are utilized as a baseline or reference. The laws governing the United States supersede this Contract should there be any conflict. Provisions and sections that are not covered by any existing laws will refer to the U.S. Fair Labor Standards Act of 1938.

By signing this Contract, both parties are indicating that they have read, understood, and agreed to this Contract in its entirety without any reservation. If further clarification is needed, the Parties

will seek such clarification prior to signing the Contract. The act of signing will be construed as an agreement that is final and binding without any reservation.

Once this Contract has been submitted and approved by the Employer, the Job Offer will be finalized.

All employment offers are extended in good faith, and it is presumed that all job offers are based on the credentials and information presented by the applicant during the application and interview steps of the hiring process. If any employee, existing or potential, is discovered to provide misleading, inaccurate, or fraudulent information to gain employment under false pretenses, they may face termination of employment or revocation of the job offer.

After signing by the Parties and approval by the Employer, this Contract will serve as both an Employment Agreement and a job description for the position of Order Coordinator.

The Commencement Date outlined in Section 1 serves as the effective date for this Contract. The Employer agrees to make all reasonable efforts to process all required paperwork without any delay. However, unavoidable delays will not reflect negatively on either Party.

The probation period starts when the Employee processes their first assignment.

This Contract also abolishes and replaces any other agreements or arrangements implied or otherwise existing between the Parties unless they are made in writing and formally added as addendums to this Contract.

1. COMMENCEMENT DATE: 02/07/2023

2. EMPLOYEE RESPONSIBILITIES

- a) The Employer reserves the right to amend the job description at any time. Any changes to the job description will be communicated to the Employee in a timely manner and with enough notice allowing the Employee to prepare to accommodate the changes.
- b) The Employee will be given access to all the resources necessary to carry out their duties of their position. These items may include, but are not limited to: account logins, software programs, and training manuals. There are some items that the Employee will be responsible for acquiring and maintaining as pre-requisites. Please refer to Section 2h for the pre-requisites that the Employee is responsible for.

- c) The following are some common job duties for this position. This list should not be considered complete, and duties may be added or removed at any time:
- Receive incoming deliveries in person;
 - Enter all tracking information into the CRM;
 - Remain discreet and be respectful of privacy for all parties involved;
 - As needed, travel to local carrier offices and stores for package pick up and drop off;
 - Follow established protocols for fragile packages;
 - Inspect all packages upon receipt;
 - Report damaged merchandise as soon as possible and process it in accordance with Advanced Protocols or customer instructions;
 - Pack items for shipment and affix shipping labels;
 - Take pictures of packages and/or contents and upload them to the CRM;
 - Be available to answer phone calls during local business hours;
 - Respond to all business correspondences in a timely manner.
- d) The Employee is expected to comply with all rules and regulations as they relate to their job, including duties specific to their position. Please see the document titled "Position Summary" for specific duties for the position of Order Coordinator.
- e) If the Employee has any questions, issues, or concerns related to their job duties or employment, including the ability to complete assignments, they must contact their curator. The curator is the point of contact for the Employee for everything related to this job.

- f) If the Employee's address changes, the Employer must be given 2 weeks' notice before the change becomes effective. Address verification documentation will be required to show proof of a new address. Probationary Employees are not permitted to change their address until they have worked for at least 6 months.
- g) The Employee is expected to be available during regular business hours, (9am-5pm, Mon-Fri, Employee's local time). The Employee will process packages and respond to all business communications, including phone and email, during this timeframe. The Employees' goal is to process all incoming packages within 24 hours of receipt.
- h) The Employee is required to maintain certain items throughout the tenure of their employment. The items must be obtained prior to the first day of their employment. The items are as follows: a working phone line (landline or mobile); a reliable Internet connection; computer with a printer; a digital camera (or smartphone camera). The Employer can demand proof from the Employee at any time that these items are in fact in place and in good working condition.
- i) If any correspondence addressed to the Employer is received by the Employee, they must contact their curator for instructions on how to proceed. The correspondence may include faxes, emails, or regular mail. No action should be taken until the Employee receives instructions from their curator.
- j) After the 30-day probationary period, the Employee is required to take a skills assessment test. The test results and the Employee's performance evaluation will be used to decide if it is appropriate to extend the Employee a permanent position. Input from the curator will also be used as part of the assessment.

3. EMPLOYMENT TERMS

- a) This Contract goes in effect on the Commencement Date noted under Section 1 and remains in effect for a period of one year or twelve consecutive months thereafter. The Parties can cancel the Contract provided the guidelines in Section 3c are observed. Either party reserves the right to initiate the cancellation proceeding.
- b) The Parties have the power to renew this Contract if both Parties agree to the renewal. The Party who initiates the renewal must provide the other party with written notice of the intent to renew. The notice must be received at least 4 weeks prior to the renewal's effective date. The response of the second party must be received within 2 weeks of the initial intent to renew. Once the Parties have both agreed to the renewal, it will take effect

2 weeks after the agreement. Changes to the Contract terms must be made in writing and added to the Contract. No other changes or agreements should be assumed or should be implied unless explicitly noted in this Contract. The original Contract can be renewed as many times as needed, so long as both Parties agree.

- c) The Employer reserves the right to terminate an Employee without prior notice for several reasons. The grounds for immediate termination are as follows:
- Intentional damage to property of the Employer, its agents, or clients
 - Theft or fraud directed at the Employer or their business associates
 - Habitual negligence with regards to job duties, especially delays in assignment processing
 - Any willful behavior that is harmful or harassing to the Employer, co-workers, customers, or other associates
 - Malicious behavior that causes financial loss to the employer, its customers, or other agents
- d) In the event the Employee is terminated or relieved from their position, they will have 24 hours to return any property that belongs to the Employer, its customers, or agents. Tracking numbers and receipts must be provided to the Employer as proof that items are being returned.
- e) By signing the Contract, the Employee agrees that they have both read and understood the Contract and asserts that they are physically capable of fulfilling their job duties. Furthermore, they agree that any questions they may have had were answered to their satisfaction by the Employer.
- a) Any unpaid wage that is owed to the Employee at the end of the employment term (whether voluntary or involuntary discharge) will be paid out to the Employee without delay after all assignments are properly fulfilled. The Employee acknowledges that if the Employee is found to have engaged in any illegal activity while employed by the Employer, the Employee will have no legal recourse of any kind against the Employer.

- f) The Employee agrees to abide by the terms and conditions laid out in this Contract. Moreover, the Employee confirms that they are physically and mentally capable of carrying out the duties outlined in this Employment Agreement. If any reasonable accommodation is needed, the Employee is responsible for notifying the Employer at their earliest convenience. Not all accommodations can be guaranteed, however, the Employer will provide accommodations as required by law whenever possible.

4. SALARY AND TAXES

- a) There is a mandatory, 30-day probationary period for all new hires. The Employee is paid as a subcontractor during this period. The Employee will earn a total of \$3300 with a travel expense of \$100 for the initial 30 days. These earnings will be reported on a 1099-MISC form, and the Employee is responsible for all state and federal taxes that may be due on those earnings. The Employee will be paid at the end of the 30 days probationary period in the form of a check, provided all criteria and expectations have been met by the Employee as it relates to their position and job duties.
- b) After successful completion of the probationary period, passing the skills assessment test, and receiving a satisfactory rating on their performance evaluation, Employee may receive an offer for a permanent position from the Employer. Permanent employees earn \$3700 and get a travel expense of \$150 per month. Permanent employees will receive a W-2 each year. The Employer will withhold all state and federal taxes on behalf of the Employee. Paychecks are disbursed either bi-weekly or monthly based on the preferences of the Employee. Paychecks can either be mailed to the permanent Employee or be direct deposited into their bank accounts.
- c) The Employee will be provided with prepaid shipping labels for all assignments. The Employee is also permitted to submit reimbursement requests for printing supplies, including ink and packing materials such as tape and filler.
- d) Within 5-7 days of the commencement date, the first assignment will be commissioned to the employee.

5. PERFORMANCE EVALUATION AND ASSESSMENT PROCESS

- a) The Employer calculates Employee's performance using the data collected and information obtained through CRM. Assessment of fines and bonuses are determined using the same set of data.

b) Bonuses:

- Weekend Processing – Any set of assignments completed over the weekend entitles an Employee for the Weekend Processing Bonus. The Employee receives a \$40 bonus per day.
- Overtime Processing – Any set of assignments completed after standard business hours (Employee local time) entitles an Employee to the Overtime Processing Bonus. A \$15 bonus will be awarded for each assignment completed after hours.
- Pick Up Orders Processing – Pick up orders require immediate attention after they show up in the CRM. If the assignment is picked up and processed the same day it appeared in the CRM, the Employee receives a \$30 bonus for each assignment.

c) Fines:

- Habitual Missed Deliveries – Any employee who misses package deliveries habitually (more than 5 within 30 days) will be assessed a \$10 fine for each missed delivery.
- Inaccessibility – Not responding to business communication with the Employer within 6 hours will result in an employee's account being suspended.
- Processing Delays – If an Employee fails to process an order within the 48-hour processing target and the Employee is directly responsible for the delay, they will be fined \$50 per day for every day the package is delayed.
- Lost Packages – In the event an Employee fails to receive a scheduled delivery and the package is subsequently lost, the Employee will be fined an amount equal to the cost of the lost item.
- Loss due to Termination of Employment – If an Employee is terminated/vacates their position and a package is lost as a result of that termination, the Employee will be assessed for the cost of the lost item.
- Disclosure or inappropriate use of confidential information that can lead to the Employer's detriment – If an Employee is found to have shared corporate information with third parties and that act can be qualified as leading to the Employer's detriment, the Employee will be fined the amount of their base monthly salary and terminated immediately.

6. BENEFITS AND TIME OFF

- a) Permanent employees can participate in dental, vision, and medical insurance plans. The type of coverage will vary by the region where the Employee is located. Permanent employees are also eligible to participate in the Employer's 401k plan. Health benefits become effective beginning with the 2nd full month of permanent employment and eligibility for the 401k starts 90 days after Commencement date.
- b) Permanent employees receive 14 paid sick days and 28 paid vacation days every calendar year. The Employer must approve all requests for time off, and requests must conform to the regulations outlined in this section. If the protocols are not followed, the Employer has no obligation to pay for unauthorized time offs.
- c) Requests for time off must be submitted to the Employer for approval. Direct submissions should be sent to the Employee's curator. If the time taken falls under sick time, then a physician's note must be provided for the Employee to be paid for the time.
- d) Voluntary resignation of the position must be received by the Employer in writing, and effective date of the resignation must be at least 2 weeks after the written notice is provided. The Employer requests this prior notice so that all outstanding assignments can be reassigned to other employees to avoid disruption in service to the Employer's customers. Failure to provide the Employer with 2 weeks' notice will result in fines as notated in Section 5c.
- e) All probationary employees are required to complete the 30 days without any missed time. Sick time, vacation, or FMLA, etc. will not be approved or permitted during the probationary period. If the Employee encounters a problem that will prevent them from being able to complete the 30 days without interruption, they must notify their curator immediately.

7. CONFIDENTIALITY

- a) The Employee understands and acknowledges that they will protect any program and software logins and preserve all sensitive data of the Employer, its customers, and its agents as part of the terms of their employment. The Employee agrees to uphold the confidentiality and privacy policies of the Employer throughout the course of their employment. If an Employee violates any of Employer's policies, they may face termination

from their position and fall under the fines listed in Section 5c. Policies may include business models, trade secret compliance, and non-disclosure of personal or protected information related to the Employer, its customers, agents, and employees.

- b) The Employer vouches to take all precautionary measures to protect the private and confidential information of the Employee. This includes protection against identity theft and unauthorized use of personal information. The Employer will properly dispose of the Employee's personal information within six (6) months of the Employee's last day of employment.

By signing below, the Parties agree that they have read, understood, and agreed to the terms as set forth by the Contract.

Employee Name James Bryant

Employee Signature *James Bryant*

Date 02/07/2023

Company Representative and Title: **Gregory Gilbert, CEO**

Company CEO Signature: *Gilbert*





NON-DISCLOSURE AGREEMENT
REF# SBL-985324-2302-NDA

BETWEEN

DATE 02/07/2023

The "Disclosing Party": **Sembell LLC**, owner of **Sembell.com**, registered and located at **801 S Grand Ave #1025 Los Angeles, CA 90017**.

And the "Receiving Party":

FIRST NAME: James

LAST NAME: Bryant

ADDRESS: 1515 Pebblewood Dr

CITY: Dallas

STATE: Texas

ZIP CODE: 75217

PHONE: (469) 992-7044

EMAIL: james.bryant2357@gmail.com

The "Disclosing Party" and the "Receiving Party" will be collectively referred to as the "Parties".

RECITALS

- A. The Receiving Party agrees and understands that the Disclosing Party has or may disclose in the future proprietary information that directly relates to the business model of the Disclosing

Party, its operations and customer data which may include information related to the customer's customers; pricing models; business relationships; supply chain data; vendor or retail agreement details, to the extent they are disclosed at any time to the Receiving Party and will be referred to as the "Proprietary Information" of the Disclosing Party.

- B. "Proprietary Information" is defined as any data that is privileged to the Disclosing Party and, as a general rule, not known to the public at large, in any form neither tangible nor intangible, whether crude or derived from a different source to obscure its source by the Receiving Party or its Representatives (as defined herein), irrespective to when and how the disclosure took place, including, but not limited to: email correspondence with the Disclosing Party; program screenshots; CRM software logins; any documents or labels pertaining to operations generated on the part of the Receiving Party or its Representatives, that contains or is derived from the Proprietary Information sources as outlined herein.

OPERATIVE PROVISIONS

1. Unauthorized, willful disclosure involving Proprietary Information will require the following action from the Receiving Party: (a) the Proprietary Information will be safeguarded with the strictest possible protection measures and will be handled with the utmost confidentiality. Said measures will include all safety protocols available to the Receiving Party; (b) Proprietary Information, or any information derived from proprietary information, will not be disclosed or shared with any third-party. Furthermore, the Receiving Party agrees to advise the third-party of the proprietary nature of this information and of their obligation to maintain the confidentiality of said information; (c) the use and access of Proprietary Information is privileged and limited except as it directly relates to its dependency on the Disclosing Party; (d) the Receiving Party agrees that there will be no attempts to reverse-engineer, decipher, translate or gather data from the Proprietary Information or otherwise, copy, (in part or whole) the Proprietary Information.
2. The Disclosing Party agrees (without granting any license or right) that the above mentioned section will not apply after 1 year following the disclosure of Proprietary Information or any related information as long as the Receiving Party is able to document that such information (a) has become public knowledge and the initial disclosure of that specific information has not been the result of any improper action by the Receiving Party or its Representatives; or (b) was in the possession of or known by the Receiving Party prior to the disclosure on the part of the Disclosing Party and such evidence is provided in writing, except in cases where the information was obtained through unlawful/illegal means; or (c) was legitimately disclosed to the Receiving Party by a third party; or (d) was independently discovered or developed without aid from the

Disclosing Party. The Receiving Party is permitted to disclose information as required by law provided the Receiving Party makes a reasonable effort to limit the disclosure and they notify the Disclosing Party allowing them to seek a protective order in regard to the Proprietary Information.

3. The Receiving Party will return all Proprietary Information including, but not limited to: logins, media, documents, copies and extractions of materials, etc., which contain Proprietary Information except in such cases where the Proprietary Information is in a form that makes the return impossible if demanded by the Disclosing Party in writing. If return is impossible due to the form of the stored information, the source must be discarded, destroyed or permanently erased as appropriate.
4. The Receiving Party agrees this Agreement (a) does not require the disclosure of any Proprietary Information provided on the part of the Disclosing Party; (b) does not require the Disclosing Party to continue with any transaction or relationship herein.
5. The Receiving Party acknowledges that no representation, implied or expressed, is made or will be made in the future, and no liability or responsibility is assumed or will be assumed in the future by the Disclosing Party, or any of its agents, associates, employees, advisers, or directors as it relates to the accuracy or completeness of any Proprietary Information that may be disclosed to the Receiving Party; the Receiving Party is solely responsible for making their own assessment of such disclosed information.
6. The failure of either Party to enforce its rights as noted under this Agreement, at any time, will not be construed as a waiver of those rights. If any part, provision, or term of this Agreement is discovered to be illegal or otherwise unenforceable, the validity and enforceability of the remainder of this Agreement will be unaffected. No Party has the power or right to transfer or assign any rights, in whole or in part, under this Agreement unless written consent of the other Party is obtained. Any amendment of this Agreement cannot be made without the written consent of both Parties. This Agreement comprises the entire agreement amongst the Parties as it relates to the subject matter contained within, unless representations were made fraudulently. Both Parties agree that this Agreement supersedes all previous negotiations, writings, representations, and understandings between the Parties.
7. This Agreement is governed by the laws of the jurisdiction where the Disclosing Party is located (the "Territory") and both Parties agree to defer disputes originating from this Agreement to the Courts within the said Territory.

8. Both the Disclosing Party and the Receiving Party acknowledge that the Proprietary Information to be disclosed hereafter is of a unique, valuable nature, and the damages that would result from the unlawful disclosure of the Proprietary Information would not be quantifiable. Therefore, the Parties agree that the Disclosing Party is entitled to injunctive relief for the disclosure or dissemination of Proprietary Information which would violate the terms herein. Such relief shall be in addition to any other remedies available to the Disclosing Party, whether via law or in equity. The Disclosing Party is entitled to recover costs and fees, including reasonable legal expenses, associated with obtaining such relief. In the event any litigation results related to this Agreement, the prevailing party is entitled to recover any reasonable attorney's fees and associated expenses.
9. This Agreement goes in effect on the date it was signed and will remain in effect for the entirety of the employment period between the Parties.

Receiving Party

Name James Bryant

Signature *James Bryant*

Date 02/07/2023

Disclosing Party

Company Representative and Title: **Gregory Gilbert, CEO**

Company Representative's Signature: *Gilbert*



IDENTITY AND ADDRESS 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 is different from your current address. As an alternative, we can accept a property tax receipt, bank statement, insurance card or your voter registration card. Please, note that if you don't have anything to verify the address you submitted we won't be able to proceed with your employment.

'New_ID.jpg' attached

ID, DL or passport

'1515_Pebblewood_Dr_Lease_Docs.pdf' attached

Utility bill, lease or deed

SIGNATURE CERTIFICATE



REFERENCE NUMBER

AB654E03-C960-4689-965F-2B2F5E75508D

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number AB654E03-C960-4689-965F-2B2F5E75508D	Document Name SBL-985324-2302-AGR
Transaction Type Bulk Send	Filename sbl-985324-2302-agr.doc
Sent At 02/07/2023 17:11 EST	Pages 14 pages
Executed At 02/07/2023 20:17 EST	Content Type application/msword
Identity Method email	File Size 177 KB
Distribution Method email	Original Checksum 7c620eb0cd140ba2498bd7593cdbee3155510c040570ee05b15716743d19663a
Signed Checksum 3632d393e74869c15c41895b3c79ffdc1a349f45dbf1061116f12ba8cc3c3269	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name James Bryant	Status signed	Viewed At 02/07/2023 20:04 EST
Email james.bryant2357@gmail.com	Multi-factor Digital Fingerprint Checksum 6d7a8aa144ff5727773989ca54c80f1a730b16654bb1ac0be73820d94f571736	Identity Authenticated At 02/07/2023 20:17 EST
Components 26	IP Address 68.250.103.174	Signed At 02/07/2023 20:17 EST
	Device Microsoft Edge via Windows	
	Drawn Signature 	
	Signature Reference ID 1C72E31B	
	Signature Biometric Count 5	

AUDITS

TIMESTAMP	AUDIT
02/07/2023 17:11 EST	James Bryant (james.bryant2357@gmail.com) was emailed a link to sign.
02/07/2023 17:11 EST	Fred Martin (fred.martin@sembell.com) created document 'sbl-985324-2302-agr.doc' on Chrome via Windows from 174.77.165.141.
02/07/2023 19:12 EST	James Bryant (james.bryant2357@gmail.com) viewed the document on Chrome via Windows from 68.250.103.174.
02/07/2023 19:49 EST	James Bryant (james.bryant2357@gmail.com) attached a file 'Id__Social.jpeg' (408 KB, image/jpeg)
02/07/2023 19:53 EST	James Bryant (james.bryant2357@gmail.com) attached a file 'Residential_Lease_-_2118_certificate.pdf' (255 KB, application/pdf)
02/07/2023 20:04 EST	James Bryant (james.bryant2357@gmail.com) viewed the document on Microsoft Edge via

Windows from 68.250.103.174.

02/07/2023 20:15 EST

James Bryant (james.bryant2357@gmail.com) attached a file 'New_ID.jpg' (4.44 MB, image/jpeg) (re-upload)

02/07/2023 20:16 EST

James Bryant (james.bryant2357@gmail.com) attached a file '1515_Pebblewood_Dr_Lease_Docs.pdf' (901 KB, application/pdf) (re-upload)

02/07/2023 20:17 EST

James Bryant (james.bryant2357@gmail.com) authenticated via email on Microsoft Edge via Windows from 68.250.103.174.

02/07/2023 20:17 EST

James Bryant (james.bryant2357@gmail.com) signed the document on Microsoft Edge via Windows from 68.250.103.174.