

June 2 2023

## EMPLOYMENT CONTRACT

HR Business Support  
400-B Main Street, Saint-Zotique (Québec), J0P 1Z0, Canada  
hereinafter referred to as "the Employer"

and

Maria F. Perez-Marom  
10522 Vignon Court  
Wellington, Florida 33449

hereinafter referred to as "the Employee"

The Employee and the Employer agree on the following provisions:

### **Contract**

This contract is for an indefinite period of time and employee's start date is July 3, 2023. The employee is hired as Director of Human Resource Services at HR Business Support, reporting to Cedric Leboeuf, President and Owner of HR Business Support. She agrees to perform among other duties and without limitation, the tasks as described in the job description attached herein as Exhibit A. This is a full-time and permanent position.

### **Compensation and Working Hours**

You will receive an annual salary of \$120,000 USD, which equates to a biweekly gross remuneration of \$4,615.38 USD based on a 40-hour work week. Each pay period consists of two weeks for a total of 26 annual pay periods. Pay dates are every other Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Pay will be issued by direct deposit on midnight the Thursday before the end of the last pay period. The work schedule is at the discretion of the employee considering the needs of the employer.

### **Sign-on Bonus:**

Employee will receive a one-time sign-on bonus of \$2,500.00 USD payable once employee completes three (3) months of service with HR Business Support. Bonus payout will be on/or about October 6, 2023.

### **Yearly Bonus:**

The company will review its annual results after 1 year in operation and determine if they are financially ready for a bonus program. Target date: July 2024.

### **Paycheck Deductions:**

HR Business Support is required by law to make certain deductions from each pay period, including deductions for federal income taxes, Social Security and Medicare (FICA) taxes, state and federal unemployment taxes, workers compensation taxes, and any other deductions required under law. The amount of tax deductions will depend on employee's earnings and the information employee lists on the federal Form W-4.

## **Benefits**

HR Business Support offers group health insurance benefits to all eligible full-time employees effective immediately upon the start of their employment. This includes medical, dental and vision. Other supplemental benefits will be offered later once HR Business Support establishes a competitive supplemental benefit package for its employees; including 401K.

Until HR Business Support establishes a Benefit package offering; HR Business Support will reimburse employee's current monthly basic health coverage thru COBRA, which is for the total of \$674.76 a month, per Exhibit B and B1.

Should COBRA rates increase during next Open Enrollment and before HR Business Support is prepared to offer health benefits; HR Business Support will continue reimbursing increased amount as long as employee provides monthly new invoice statements.

## **Evaluation Process**

An annual evaluation is also scheduled for November each year. A salary review may be granted; it will be determined based on the evaluation of employee's annual performance, as well as the company's economic situation. The salary increase will be paid on the first paycheck of the following year.

## **Annual Vacation**

The reference year for vacation accumulation begins on April 1 and ends on March 31 each year. You are eligible for 4 weeks of vacation.

The Employer has agreed to grant Employee a pre-scheduled one week of vacation during the month of October, 2023; which has been pre-approved to be paid out even though time has not been accrued.

The dates for taking these vacations must be agreed with the immediate supervisor.

## **Public Holidays: 9 days**

You will be entitled to the following holidays:

- January 1st – New Year's Day
- Good Friday or Easter Monday
- Memorial Day
- July 4<sup>th</sup> – Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- December 24<sup>th</sup> Christmas Eve
- December 25 – Christmas Day

In those years when a holiday falls on a Saturday, the holiday will be observed on the Friday prior to the holiday; and when the holiday falls on a Sunday, it will be observed the following Monday. When an employee must work during a public/federal holiday, the employer undertakes to grant compensatory leave within the two (2) weeks preceding or following the public/federal holiday. The date for taking this leave must be agreed with the immediate supervisor.

### **Sick or Personal Days**

The reference year for the accumulation of sick days runs from January 1 to December 31. Effective immediately, employee will be entitled to 5 sick or personal days for the current year. Unused sick or personal days are not payable.

The taking of these sick or personal days must be agreed in advance, when possible, with the immediate supervisor.

### **Work Equipment**

The employee will have access to suitable work equipment (computer, data package, mouse, headset, printer and toner) provided by the employer for the duration of the indefinite contract. All costs related to the use of the computer (licenses, programs, data, etc.) will be covered by the employer.

### **Expense Account**

The employer undertakes to reimburse the employee for expenses related to the performance of her duties. This includes, but is not limited to, mileage costs for the use of her personal vehicle, accommodation, travel and dining expenses when required. The employer reserves the right to define an authorized budget and the nature of allowable expenses. The employee must provide a detailed monthly report outlining the expenses and reasons, along with supporting invoices, once a month. The employer will then reimburse the costs within 15 days of receiving the report.

The mileage for use of employee's personal vehicle for business purposes will be reimbursed at a rate of \$0.655 per the 2023 U.S. Internal Revenue Service approved mileage rate. This mileage rate will be adjusted in accordance to the IRS standards mileage rate updates. This amount includes gas, wear and tear, and vehicle maintenance.

### **Loyalty Obligation**

During employee's employment, employee commits not to act in any way that could harm HR Business Support, its managers, and its employees.

### **Non-Competition Clauses**

- 1) *Scope of Non-Competition: During the term of employment and for a period of 3 months following the termination of employment, the HR Director shall not engage in any activity or employment, either directly or indirectly, that competes with the business interests of the Company within the state of Florida, USA.*
- 2) *Prohibited Activities: The HR Director shall not, directly or indirectly, engage in or provide services to any business or organization that is similar to or in direct competition with the Company's HR-related activities, including but not limited to recruitment, training and development, compensation and benefits management, employee relations, and HR strategy formulation.*
- 3) *Furthermore, understanding the employee is a seasoned human resource professional and her only way of making a living is providing human resources expertise, HR Business Support will not interfere in employee continuing to provide human resource services to prospect employers who do not compete with HR Business Support who specializes in human resources solutions for businesses as noted in Exhibit A.*

- 4) *Geographic Limitation: The non-competition restriction applies only within the state of Florida, USA, where the Company conducts its business operations or has a substantial presence.*
- 5) *Exception: This non-competition clause shall not apply if the HR Director obtains prior written consent from the Company's authorized representative to engage in any activity that may otherwise be prohibited under this clause.*
- 6) *Severability: If any provision of this non-competition clause is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.*
- 7) *Enforceability: The HR Director acknowledges that the non-competition restriction is reasonable and necessary to protect the legitimate business interests of the Company. In the event of a breach of this clause, the Company shall be entitled to seek injunctive relief, as well as any other remedies available at law or equity.*
- 8) *Governing Law and Jurisdiction: This non-competition clause shall be governed by and construed in accordance with the laws of the state of Florida, USA. Any dispute arising out of or in connection with this clause shall be subject to the exclusive jurisdiction of the state and federal courts located within the state of Florida.*

#### **Confidentiality Clause**

Employee commits to observing the strictest discretion regarding information relating to HR Business Support activities that she will have access to during and within the framework of her functions.

Specifically, she will not disclose to anyone the methods, recommendations, creations, designs, studies, projects, know-how of the company resulting from work carried out in the company that are covered by the strictest professional secrecy. The employee is bound by the same obligation regarding any information or document she may have knowledge of at the clients of the company.

All documents, letters, memos, instructions, methods, organization and/or operation of the company that the employee becomes aware of in the exercise of her functions are confidential and are the exclusive property of HR Business Support.

The employee may not, without written agreement from HR Business Support, disclose in any form information covered by the confidentiality obligation.

#### **Intellectual Property Protection Clause**

The employee transfers the rights to HR Business Support of any work she may produce as part of her work performance. This can include texts written by her, drawings, formulas, systems, etc. Any creation will now belong to HR Business Support.

#### **Non-Solicitation of Customers Clause**

During the duration of this indefinite contract, employee commits not to participate, in any form, in any activity likely to solicit in whole or in part the clientele of HR Business Support or its staff and for a period of twelve (12) months following the end of the contract.

**Work Interruption**

If during employee's employment, employee has to end contract for any reason, she must give us 2 weeks (2) notice in advance. In July 2024, The Company will review the possibility of agreeing to a notice period to establish to serve as protection for senior leaders in the company.

**Acknowledgment of Participation in Value Creation of HR Business Support**

In faith of which, the parties attest that they have read and accepted the conditions and terms set out in this contract.

Signed in St-Zotique.

  
Claudia Brozloski, June 5<sup>th</sup> 2023

Employer Representative Signature:

Signed



Employee Signature:



Date: 6.2.23