



Wednesday, July 12, 2023

Carlos L. Maldonado  
22588 Blue Fin Trail  
Boca Raton, FL 33428  
[carlos.l.maldonado@icloud.com](mailto:carlos.l.maldonado@icloud.com)

Dear Carlos,

It is our pleasure to extend you a formal offer of employment with HR Business Support, LLC – USA as our Regional Director of Business Development, by the terms set forth in this letter. This offer is contingent upon your completion of the Form I-9 with confirmation of eligibility. Your employment is subject to your satisfactory completion of a 90-day probationary period. Upon your successful completion of this probationary period, you will be considered a regular employee, but your employment will remain at-will both during and after your probationary period.

In other words, your employment with our company is at-will; which means that either you or the company may terminate the relationship any time and for any reason. The terms of this offer letter, therefore, do not and are not intended to create either an express and/or implied contract of employment.

As part of our team at HR Business Support - USA you will be offered a multitude of stimulating advantages within a dynamic company such as ours that specializes in providing human resources services to small and mid-size companies. Furthermore, as a human-focused organization driven by a desire to change the world, HR Business Support – USA offers a unique and rewarding professional experience. We are proud of our organization and feel that your talents, qualifications, and experience will be an asset to the company.

You will be part of our Sales leadership team based out of our Florida office reporting on Friday, July 14, 2023 to Felix Hamel, Managing Partner. You agree to perform among other duties and without limitation, the tasks as described in the attached job description. This is an exempt, full-time position.

## **Compensation and Working Hours**

You will be compensated at a rate of US\$70,000.00 gross base a year, payable biweekly in the amount of \$2,692.30 minus tax withholdings based on a 40-hour work week. Each pay period consists of two weeks for a total of 26 yearly 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.

You will also be eligible to receive a 3% commission payout based on total monthly sales which will be payable 45 days after contracts are signed and fully executed.

The work schedule is at your discretion considering the needs of the business.

## **Benefits**

HR Business Support offers group health insurance basic benefits to all eligible full-time employees effective immediately upon the start of their employment. Basic benefits include medical, dental and vision. To this and until the company finalizes basic benefit package offering; you will receive a healthcare stipend. Other supplemental benefits will be offered later once HR Business Support establishes a competitive supplemental benefit package for its employees; including 401K.

## **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 your earnings and the information you list on the federal Form W-4.

## **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 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 you must work during a public/federal holiday, the company will undertake to grant you a compensatory day within the two (2) weeks preceding or following the public/federal holiday. The date for taking this day 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 nor rolled over; therefore, if you do not use it, you lose it.

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

### **Work Equipment**

You will have access to suitable work equipment (computer, data package, mouse, headset, printer and toner) provided by the company and for the duration of your employment. All costs related to the use of the computer (licenses, programs, data, etc.) will be covered by the company.

### **Expense Account**

HR Business Support will reimburse you for expenses related to the performance of your duties. This includes, but is not limited to, mileage costs for the use of your personal vehicle, accommodation, travel, and dining expenses when required. HR Business Support reserves the right to define an authorized budget and the nature of allowable expenses. For this, you would be required to provide a detailed monthly report outlining the expenses and reasons, along with supporting invoices, once a month. HR Business Support will then reimburse the costs within 15 days of receiving the report.

The mileage for use of your 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 your employment, you commit 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 your employment and for a period of 12 months following the termination of your employment, you 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:** You 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. **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.
4. **Exception:** This non-competition clause shall not apply to you if you obtain prior written consent from the Company's authorized representative to engage in any activity that may otherwise be prohibited under this clause.
5. **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.
6. **Enforceability:** You acknowledge 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.
7. **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**

You commit to observing the strictest discretion regarding information relating to HR Business Support activities that you will have access to during and within the framework of your functions.

Specifically, you 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. You are bound by the same obligation regarding any information or document you may have knowledge of at the clients of the company.

All documents, letters, memos, instructions, methods, organization and/or operation of the company that you become aware of in the exercise of your 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**

You transfer the rights to HR Business Support of any work you may produce as part of your work performance. This can include texts written by yourself, drawings, formulas, systems, etc. Any creation will now belong to HR Business Support.

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

During the duration of your employment, you commit 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 your employment.

### **Resignation of Employment**

If you need to end your employment for any reason, you are required to provide us two (2) weeks' notice in advance.

All of us at HR Business Support are excited at the prospect of you joining our team. If you have any questions about the above details, please call me immediately. If you wish to accept this position, please sign below, and return this offer letter to me by Thursday, July 13, 2023.

I look forward to hearing from you.

Very truly yours,



Maria F. Perez-Marom  
Head of HR Consulting & Outsourcing  
Services  
HR Business Support, LLC  
Phone: 561-889-0038

Agreed to and accepted:

Carlos Maldonado

By: Carlos L. Maldonado

Date:

7/13/2023

