

## **EMPLOYMENT CONTRACT**

**This Employment Contract (this "Contract") is made effective as of April 3, 2025, by and between Ari Sobol of SlimFit Health, 412 E Madison St, Tampa, Florida 33602 and Maria Daniela Esquivel Canales of Hawthorne, California 90250.**

**A. Ari Sobol is engaged in the business of Health & Fitness. Maria Daniela Esquivel Canales will primarily perform the job duties at the following location: Hawthorne, California 90250.**

**B. Ari Sobol desires to have the services of Maria Daniela Esquivel Canales.**

**C. Maria Daniela Esquivel Canales is an at will employee of Ari Sobol. Either party is able to terminate the employment agreement at any time.**

**Therefore, the parties agree as follows:**

**1. EMPLOYMENT.** Ari Sobol shall employ Maria Daniela Esquivel Canales as a(n) Virtual Assistant.

Maria Daniela Esquivel Canales shall provide to Ari Sobol duties as needed as from 6am to 3pm, overtime may apply for which employee will be duly compensated, Mondays through Fridays. Maria Daniela Esquivel Canales accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Ari Sobol and Ari Sobol's supervisory personnel.

**2. BEST EFFORTS OF EMPLOYEE.**

Maria Daniela Esquivel Canales agrees to perform faithfully, industriously, and to the best of Maria Daniela Esquivel Canales 's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of Ari Sobol. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Ari Sobol may require from time to time.

**3. COMPENSATION OF EMPLOYEE.**

As compensation for the services provided by Maria Daniela Esquivel Canales under this Contract, Ari Sobol will pay Maria Daniela Esquivel Canales \$200.00 per day through check deposits. The accumulated amount shall be paid bi-weekly in accordance with Ari Sobol's usual payroll procedures. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that Maria Daniela Esquivel Canales shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Maria Daniela Esquivel Canales has not yet been paid, and for any commission earned in accordance with Ari Sobol's customary procedures, if applicable. This section of the Contract is included only for

**accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.**

#### **4. EXPENSE REIMBURSEMENT.**

**Ari Sobol will reimburse Maria Daniela Esquivel Canales for the following "out-of-pocket" expenses in accordance with Ari Sobol policies in effect from time to time:**

- postage**
- professional dues and expenses**
- cost of job-related education, excluding textbooks, if course work is successfully completed.**

#### **5. RECOMMENDATIONS FOR IMPROVING OPERATIONS.**

**Maria Daniela Esquivel Canales shall provide Ari Sobol with all information, suggestions, and recommendations regarding Ari Sobol's business, of which Maria Daniela Esquivel Canales has knowledge, that will be of benefit to Ari Sobol.**

#### **6. TERM/TERMINATION.**

**Maria Daniela Esquivel Canales's employment under this Contract shall be for an unspecified term on an "at will" basis. This Contract may be terminated by Ari Sobol upon 5 days written notice, and by Maria Daniela Esquivel Canales upon 5 days written notice. If Ari Sobol shall so terminate this Contract, Maria Daniela Esquivel Canales shall be entitled to compensation for 1 week beyond the termination date of such termination, unless Maria Daniela Esquivel Canales is in violation of this Contract. If Maria Daniela Esquivel Canales is in violation of this Contract, Ari Sobol may terminate employment without notice**

**and with compensation to Maria Daniela Esquivel Canales only to the date of such termination. The compensation paid under this Contract shall be Maria Daniela Esquivel Canales's exclusive remedy.**

#### **7. TERMINATION FOR DISABILITY.**

**Ari Sobol shall have the option to terminate this Contract, if Maria Daniela Esquivel Canales becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Ari Sobol shall exercise this option by giving 5 days written notice to Maria Daniela Esquivel Canales.**

#### **8. COMPLIANCE WITH EMPLOYER'S RULES.**

**Maria Daniela Esquivel Canales agrees to comply with all of the rules and regulations of Ari Sobol.**

#### **9. RETURN OF PROPERTY.**

**Upon termination of this Contract, Maria Daniela Esquivel Canales shall deliver to Ari Sobol all property which is Ari Sobol's property or related to Ari Sobol's business (including keys, records, notes, data, memoranda, models, and equipment) that is in Maria Daniela Esquivel Canales's possession or under Maria Daniela Esquivel Canales's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by Maria Daniela Esquivel Canales.**

#### **10. NOTICES.**

**All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:**

**Employer:**

**Ari Sobol**

**SlimFit Health**

**412 E Madison St**

**Tampa, Florida 33602**

**Employee:**

**Maria Daniela Esquivel Canales**

**Hawthorne, California 90250**

**Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.**

**11. ENTIRE AGREEMENT.**

**This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement. whether oral or written.**

**This Contract supersedes any prior written or oral agreements between the parties.**

**12. AMENDMENT.**

**This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.**

### **13. SEVERABILITY.**

**If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.**

### **14. WAIVER OF CONTRACTUAL RIGHT.**

**The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.**

### **15. SIGNATORIES.**

**This Contract shall be signed by Ari Sobol and by Maria Daniela Esquivel Canales in an individual capacity. This Contract is effective as of the date first above written.**

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**Ari Sobol**

**Date:** 4/3/2025

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**Maria Daniela Esquivel Canales**

**Date:** \_\_\_\_\_