

## ***Independent Contractor Agreement***

**Effective Date** October 5<sup>th</sup>, 2017.

**By and between** Dmytro Hrytskiv, **“Contractor”**

with a principal place of business at Str. NataliiUzhvii, Bld. 78, Apt. 151 City Kharkiv, Kharkivska Ukraine  
with the following contact information 380 68 33-04-333  
brilliantcontract@gmail.com

**and** Los Angeles Rubber Company, **“Company”**

with a principal place of business at 2915 E Washington Blvd  
Los Angeles, CA 90023 USA  
with the following contact information 888-671-2883  
customerservice@mrosupply.com

### **Summary**

The Company is hiring the Contractor as an independent contractor in the aid of order processing and/or customer service. The time is regular between 5 AM and 4 PM Pacific Time. This Agreement has been drafted to cover all work done by the Contractor for the Company. The Company will compensate the Contractor for his/her services on a biweekly (once every two weeks) basis, and the Company will own all right, title and interest in the resulting works. The Contractor must submit the following documents to the signing of this agreement: copy of id, copy of proof of address and copy of birth certificate.

The Contractor agrees to perform services for the Company based upon the following terms and conditions:

### **1. Contact Method**

1. All communication within the Company should be through Slack app. The Contractor will be granted a company account to the application and will be able to communicate with the Company members at all times.
2. The Slack communication must be according to the

### **2. Contractor's warranties**

1. The Contractor commits to provide its services to the Company on a schedule of 4:00 p.m. to 12:00 a.m. (Kiev time) from Monday to Friday, having one hour of lunch from 8:00 pm to 9:00 pm. serving as an "order processor", performing the following activities: all related with suppliers to purchase the products requested by the customers on their orders.
2. The Contractor warrants that in carrying out the services for the Company, the best technical practices, skills, procedures, care and judgment shall be employed, the assignments shall be performed in the most expeditious and economical manner consistent with the Company's best interests, and the Contractor shall at all times cooperate with the Company so as to further the Company's best interests.
3. The Contractor also warrants that it will provide Work Product that conform(s) to the specifications mutually agreed upon between the Company and the Contractor. This includes any standards set forth by the Company.

4. The Contractor also warrants that the Company information will be kept in a safe environment, free of possible security threats.
5. The Contractor further warrants it will provide the services in a timely fashion per the Company's schedule. In case of delays or absences caused by circumstances beyond its control, the Contractor must follow Company procedure to report the incident.
6. The contractor has the right to take rest of Maximum 10 minutes every 2 hours of service. The breaks will not be accumulative.

### 3. Compensation / Payment Exhibit

1. The Company agrees to pay the Contractor as follows:  
The period from the 26<sup>th</sup> of the last month to the 25<sup>th</sup> of the current month, shall be invoiced on the by the contractor on the 26<sup>th</sup> and shall be paid due on the 30<sup>th</sup>.
2. Each period will be worth \$300 US dollars.
3. The \$300 will be granted if the Contractor is present to work for 8 hours (7 working hours + 1 hour break for lunch) a day for all business days in the period. Are considered business days all days Monday through Friday that aren't holidays in the United States. *\*Holidays in the United States are January 1<sup>st</sup> (New Year) / Memorial Day (Last Monday of March) / Independence Day (July 4<sup>th</sup>) / Labor Day (First Monday of September) / Thanksgiving and Black Friday (3<sup>rd</sup> Thursday and Friday of November) / Christmas Day (December 25<sup>th</sup>).*\*
4. A single deposit will be granted via wire transfer for each period.
5. The Company will absorb the 5.5% bank fee that is applied to each deposit.
6. The Contractor must add in the invoice all fees that should and shall be paid by the Company.
7. The payment is made directly to the bank account provided in the invoice, once the account is set up. If the Contractor decides to change the bank account, this should be informed with at least one week in advance (before next planned payment).
8. Unless otherwise stated above, the Contractor shall use the Company's time-tracking system to manage and document all hours worked under this Agreement.
9. The Contractor should report any unplanned events that prevent his/her presence at work according to the Permissions and Vacations Company's procedure.
10. The Contractor may request vacations and/or days off according to the Permissions and Vacations Company's procedure.
11. The maximum number of planned days off allowed per year is 10 Business days, which may be used continuously or intermittent, during the work year (work year includes January 1<sup>st</sup> to December 31<sup>st</sup>)
12. The total payroll will be determined by the amount of worked business days + any available bonuses during that working period.
13. For absences and penalties see section # 5.

### 4. Confidentiality

1. The Company assures the personal information provided by the user is for internal use only and will not be shared or used by any party outside the company.
2. All information provided by the Company should be used for internal purposes only. It is prohibited to use any Company information or any information related to its customers, vendors or entities for personal gain or any other purposes. Failure to comply may result in dismissal (at general manager's discretion).
3. None of the information acquired during the time worked in the Company may be transmitted to an outside party without the express consent of the Company.

## 5. Absences and Penalties

1. It is considered a justified absence: Personal disease or of a dependent minor in need of constant care, loss of a direct family member and/or accident.
2. The contractor will have the right to 2 justified absences as maximum per month. After the 3<sup>rd</sup> failure, the contractor will be creditor to a penalty. To justify this, a valid document must be send to the manager, which validates illness, accident or loss of a direct family. In the event of not submitting documentation that validates the absence, it shall be considered to be unjustified absent.
3. The service provider has the right to maximum 1 unjustified absence in the month, after these failures, the service provider may be penalized as follows:
4. Penalties:
  - a. 2 unjustified absences in the month = penalty of \$ 30 USD reflected in the corresponding payment period.
  - b. 3 Absences in total (justified and / or not justified) = termination of agreement.  
*Clause: when a disease requires more than 3 days of rest or disability, the termination of the services agreement shall be considered by the management, however the disease must be properly documented.*
5. One partial departure is permitted per month, which should be as a maximum of 3 hrs and should be requested 24 hrs. prior to leaving to management via e-mail. The hours requested for partial departures should be worked during the current month to be paid time. If the service provider extends the leave for more than 3.5 hours, it will be considered as an unjustified absence.

## 6. Terms of agreement

1. This Agreement shall commence as of the Effective Date stated above and remain in full force and effect until terminated by the Company or the Contractor.
2. If the Company wishes to terminate the Agreement due to the Contractor's failure to perform services satisfactorily, the Company may do so without warning when 3 UnQuality Events exist on the same particular matter.
3. The Company shall pay the Contractor for all services earned to termination date and are duly payable under this Agreement in the next payable period, upon correct invoicing from the Contractor.
4. Any update or modifications to this agreement will be attached as an appendix.
5. Breach of any of the clauses described in this agreement may cause an immediate rescission (at general manager's discretion).
6. At the end of the agreement, whether in convenience of one of the parties or by a mutual agreement, the Company is not obliged to pay the Contractor any additional remuneration for the worked time.

## **7. Equipment and facilities**

1. Basic equipment required to successfully perform the daily work should be provided for the contractor. The Company requires an internet minimum of 10 MB/s of download speed and at least 1 MB/s upload speed and a reliable personal computer.
2. In special cases where the Company may ask for specialized equipment, the Company will provide the resources for the Contractor to get hold of the required equipment.
3. All work will be performed at the Contractor's location. If any of the services are to be performed at the Company's facilities, the Company shall provide, at its sole expense, all working space and facilities, clerical services, supplies and materials needed to perform the project. The Contractor's employees shall follow all of the Company's policies and procedures concerning security and work rules and regulations, including signing a confidentiality Agreement.

## **8. Liability**

The Contractor can face liability in the following cases:

1. Providing false or unrealistic information regarding an order and/or purchase to any of the Company's vendor, customer or related parties.
2. In case of mistakes, the Contractor MAY be made liable, depending on the cost of the mistake and cost of the consequences it generates for the company. A mistake which costs (mistake and other damages) over \$5,000 will have to be reviewed by the general manager and may result in fine or dismissal, to the general manager's discretion.
3. Purposely ignoring the Company's standards and procedures will result in UnQuality Events. Repetitive UnQuality Events on a singular matter will be reviewed by the general manager and may result in fine or dismissal, to the general manager's discretion.
4. All information provided by the Company should be used for internal purposes only. It is prohibited to use any Company information or any information related to its customers, vendors or entities for personal gain or any other purposes. The Contractor may be found liable in the event of misusing the Company's information.

## **Additions**

The Company's management team reserves the right to add any addendums to this agreement at any moment, notifying the Contractor with a 1 week notice before any new addendum. The Contractor will be allowed to negotiate any addendums, but if agreement can't be reached, the Company's management may decide to terminate this agreement.