



July 27, 2022

EMPLOYMENT AGREEMENT

This Agreement (this “Agreement”) is between **PAX Technology, Inc. (“PAX”)**, and the person signing as **SEAN SHINIL LEE** below (“Employee”), collectively as (“Parties”).

Introduction: PAX is engaged in the business of providing superior quality POS solutions, software system integration, on-line maintenance, on-call and on-site technical support, as well as training and consulting services (Products). PAX sells Products to distributors and end users (Customers). This Agreement provides for specific obligations relating to the conduct and duties of Employee.

BY SIGNING THIS AGREEMENT, EMPLOYEE AGREES AS FOLLOWS:

1. **Faithful Performance of Job Responsibilities:**

Employee agrees to devote a minimum of forty (40) hours per week in completion of services for PAX as a **Software Developer** at the Baypine office in Jacksonville, Florida, reporting to Yanina Yang, Lead Web Developer. Employee shall devote his or her best efforts to perform his or her responsibilities for PAX. Employee shall act professionally and ethically with customers, prospective customers, suppliers, and PAX personnel. Employee shall comply with PAX policies and procedures and provide accurate financial information regarding all business conducted for PAX.

2. **Services Start Date:** Monday, August 22, 2022 (effective date)

3. **Compensation:**

For services provided, PAX will pay Employee an amount of **\$2,500 per pay period**, which is payable according to PAX's current bi-weekly payroll schedule. There are 26 pay periods per year. Employee will be eligible for a salary adjustment during the company-wide 2022 annual performance review.

Visa Sponsorship: If employee requires visa sponsorship to work in the United States of America for PAX, the company agrees to sponsor employee for a work visa. The Company shall bear the reasonable cost associated with such sponsorship and visa following the requirements from USCIS. PAX reserves the right for any decision made on this visa sponsorship if it's compliant with law. **PAX will not be responsible for any cost including visa sponsorship for employee's family members and any fees associated with premium processing. PAX also will not be responsible for any legal consultation fees that is not assigned/initiated by PAX, including but not limited to using your own immigration legal counsel/online services, etc.**

Employee would also be eligible to participate in PAX's benefits package. After three (3) months, or ninety (90) days of employment, Employee will be able to participate in PAX's 401(k) plan, subject to the conditions set forth in the plan policy. PAX will match up to 6% (dollar for dollar) of employee's contribution.

PAX offers ten (10) days of paid time off. Every year employee remains with PAX, another day will be added up to fifteen (15) days. Additionally, PAX observes eight (8) total paid holidays, subject to change at PAX's discretion.

Health, dental, and vision insurance are available through PAX. Both PAX and employee will each share 50% of the insurance premium. This is effective date of hire.

Employee shall be reimbursed for business travel expenses according to PAX's travel policy, which will be provided separately.

4. Compliance with Policies:

While employed at PAX, Employee agrees to abide by all of the Company's policies, which may be amended from time to time in the Company's sole discretion, including its general personnel policies and the Employee Handbook.

5. No Conflicting "Side Business":

While employed by PAX, Employee agrees not to engage in any other employment or business pursuit involving or affecting Customers or the sale of any product or solution in the credit processing and merchant transactions markets without first obtaining the written consent of PAX.

6. Confidentiality:

Employee agrees to comply with all confidentiality and non-disclosure requirements of the company, including reviewing and signing PAX's Confidentiality and Non-Disclosure Agreement.

7. Return of Materials Upon Termination of Employment:

Upon termination of Employee's employment by PAX, or at any other time PAX may so request, Employee shall turn over to PAX all business records, contracts, orders, invoices, price lists, calendars, rolodexes, contact lists, correspondence, email, electronic files, and other materials or business records relating to PAX, its business or its Customers, including all physical and electronic copies thereof. Employee agrees to certify he or she has complied in full of this provision upon PAX's request.

8. Term and Termination:

This Agreement shall become effective upon execution by both parties and shall remain in effect unless terminated in writing by either Employee or PAX. Employee's employment by the PAX is "at will," and this Agreement shall not be construed to create a contract for employment for a fixed term.

This Agreement may be terminated for any reason or no reason by either party upon written notice or immediately by PAX.

9. Modification or Amendment:

No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

10. Waiver:

Waiver by PAX of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

11. Arbitration of Disputes:

California Employees agree to the provisions laid out in the California Arbitration Agreement.

The parties hereto agree to arbitrate any dispute, claim, or controversy ("Claim") against each other arising out of this Agreement or Employee's employment, including, but not limited to, Employee's hiring or termination or any conduct or obligation of either party arising after termination of Employee's employment. The Arbitration shall be held in Jacksonville, Florida and shall be arbitrated by one arbitrator in accordance with the Rules for Employment of the American Arbitration Association ("AAA"). Employee understands that the decision or award of the arbitration shall be final and binding upon the parties. The arbitrator shall have the power to award any types of legal or equitable relief that would be available in a court of competent jurisdiction; provided that either party may, without waiving its right to compel arbitration, seek and obtain equitable relief from a court of competent jurisdiction to protect its position and/or enforce the provisions of this Agreement. Any arbitration award may be entered as a judgment or order in any court of competent jurisdiction.

12. Additional Terms:

Employee acknowledges that he or she does not have any restrictions that would prevent him or her from joining the Company and providing the services contemplated under this Agreement. Employee also agrees to not bring to employment or use in connection with employment, any confidential or proprietary information that was used or accessed to, by reason or any previous employment that is the property of any previous employer, including, but not limited to, password, e-mails, business plans, documents, and the like. Employee agrees to devote his or her full business time, attention, and best efforts to the affairs of PAX.

Unless a period of time is defined in this Agreement, or unless Employee's terms and conditions are modified by a written agreement, or by a change in the Company's personnel policies, all terms and conditions of employment described in this agreement extend for the duration of Employee's employment with the Company. This Agreement is not intended to be and should not be construed as creating a contract guaranteeing employment for any specific duration. Employee understands and agrees that the relationship between Employee and the Company is one of at-will employment. Either Employee (subject to any applicable notice period) or PAX may terminate the employment relationship at any time, for any lawful reason, or no reason.

13. Miscellaneous:

(a) The terms of this Agreement are intended to be enforced to the maximum extent permitted by law. In the event that any provision is found unenforceable, in whole or in part, the remaining portion of such provision and the remaining terms of this Agreement shall be enforced to the fullest extent permitted by law. (b) Employee and PAX agree that, in addition to any other remedies that may be available, PAX shall be entitled to obtain injunctive relief to prevent or stop any actual or threatened breach of the confidentiality, non-solicitation and no-hire provisions of this Agreement (and Employee waives any bond or similar requirement associated with such relief). (c) This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida.

14. Successors, Assigns and Affiliates:

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. The scope of this Agreement shall extend to any present or future affiliates or successors to the business of PAX. If PAX expands products, customers, markets or territories in a way that involves Employee, the references herein to "Products," "Customers" and "Confidential Business Information" will be construed to include that expanded business.

15. Conditions:

Employee's employment and Company's obligations under this Agreement are contingent upon Employee's completion of the enclosed forms and Employee's successful completion of a confidential drug test and a background investigation. This background investigation includes, but not limited to employment, education, credit history, and criminal record. Employee must provide confirmation of his or her authorization to work in the United States.

Additionally, Employee must provide appropriate document verification to allow PAX to substantiate the amount of previous compensation. This offer must be accepted, in writing, within five (5) business days of its origination date. Employee must commence employment with the Company within twenty- one (21) days of accepting this offer.

IN WITNESS WHEREOF, PAX AND EMPLOYEE HAVE SIGNED THIS AGREEMENT AS OF THE DATE SHOWN BELOW.

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|  _____ Signature | PAX Technology, Inc. _____ Signature |
| Shinil Lee _____ Name | _____ Name |
| 07/28/22 _____ Date | _____ Date |