

**EMPLOYMENT AGREEMENT FOR AN EMPLOYEE OF THE  
DEPARTMENT OF EXCHANGE AND TRADING OPERATIONS WITH THE  
CERTIFICATES OF GOLD RESOURCES  
Personnel Department**

*(Please fill in this contract not in hand-drawn lettering, but type in by PC, because very often we can not read the handwriting of our employees.)*

\_\_\_\_\_ (date) \_\_\_\_\_ 2008.

Alpina Metals Enterprise, hereinafter referred to as «Enterprise», represented by Julia Knowles, acting on the basis of the license №0091268 of the one part, and \_\_\_\_\_ (your name) \_\_\_\_\_, hereinafter referred to as «Employee» of the other part, have concluded the present Agreement as the following:

**1. Subject of the Agreement.**

1.1. Employee is being hired by the Enterprise as an employee of exchange operations department to perform duties related to the Enterprise exchange operations coordination, ensuring control of funds transferred from Client to the Enterprise, and taking active part in improving the efficiency of the Enterprise activity.

**2. Term of the Agreement.**

2.1. The agreement is entered between the Enterprise and the Employee for the period of one year. The agreement can be extended if mutually agreed by the Employee and the Enterprise.

**3. General Provisions of the Agreement.**

3.1. By entering this Agreement the Employee acknowledges that the Enterprise is working in the field of purchase, selling and exchange of certificates of gold resources.

3.2. Performance of his immediate duties by the Employee shall be governed by the provisions of this Agreement.

3.3. The Employee is subordinate directly to the Coordinator of Financial Operations hereinafter referred to as «Coordinator».

3.4. When performing his immediate duties the Employee has the right to:

- a) agree time and amount of a transaction with the Coordinator 24 hours prior the transaction start;
- b) get help from the Coordinator when difficulties arise during transaction performance;
- c) demand revision of overstated or obsolete rates of financial, material, labor expenditures, etc.;

d) demand from the Coordinator during transaction performance complete reports with all the documents proving the legitimacy of the transactions performed (the check of certificates of gold resources purchase by a Client from the Enterprise).

3.5. Upon completion of a transaction the Employee and Coordinator fill in the final report which is necessary and obligatory condition of currency exchange completion between Client and the Enterprise.

3.6. The Employee is a full-fledged member of the Enterprise.

3.7. The Employee has the right to express his personal opinion in regard of any issue of the Enterprise activity.

3.8. The Employee has the right, if necessary, to get acquainted with the rules of the Enterprise internal labor order, collective agreement, and labor legislation.

#### **4.Obligations of the Parties.**

4.1. The Employee agrees to:

a) perform all certificates of gold resources operations timely and within periods discussed with the Coordinator in advance;

b) open a separate bank account for exchange operations and provide the Enterprise with on-line access for exercising total control of the Employee's actions. If desired by the Employee he may use his personal bank account, but shall also provide the Enterprise with on-line access to it. In some cases on Coordinator's demand and for an Enterprise Client convenience Employee has to use other ways for performing transfers which do not require online access to be involved in Enterprise operating. **This paragraph is discussed with an Employee before starting his working itself.**

c) inform the Coordinator on short notice when any problems or emergencies arise to solve them as quickly as possible;

d) provide a copy of his passport or any other document proving his identity for verification purposes;

e) when problems arise during performance of certificates of gold resources operations that prevent transaction completion, provide all necessary documents on the Coordinator's demand to prove the legitimacy of his actions.

f) maintain weekly communication with the Coordinator via telephone, e-mail, im-client or other commutation means during time previously discussed with the Coordinator;

g) perform his duties fairly, timely, qualitatively and accurately and observe the Enterprise internal code of conduct;

h) accurately and timely execute orders of the Enterprise Director and the Coordinator;

j) consult clients by e-mail about the concrete transfer questions.

4.2. Transfers can be made only after providing us by Employee several telephone numbers of his relatives\friends\work phones. Telephone verification is necessary. This is needed for that the Enterprise could reach the Employee in case of any force-major. The numbers, provided by employee is a strictly confidential information and can't be transferred to a publicity under international and European laws. Please fill in this numbers below in the manner of "telephone number -- the owner of this number (name)" -- whom happens to be the owner of the number to the Employee -- the time when the verification (a call) of this number can be made.

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(telephone number- the owner of this number(name))

4.3. The Enterprise agrees to:

- a) provide the Employee with work according to the provisions of this Agreement;
- b) keep personal information of the Employee confidential, reserving the right to forward all the necessary information on demand of the state authorities if this influences the Enterprise's prestige and/or makes the Enterprise judicially responsible before Client;
- c) ensure work conditions necessary for the Employee to carry out his obligations under this Agreement, including provision of the Employee with necessary technical and material resources (for example paying Western Union commission fee);
- d) observe labor law and labor protection rules;
- e) meet the provisions of labor remuneration and working and rest time standards according to the present Agreement and effective legislation;
- f) in case the Employee dies or becomes disabled when performing his duties continue to pay his family or him the amount equal to the average earnings received when working under this Agreement till the expiration date.

## **5. Labor Remuneration.**

5.1.1. The Employee is guaranteed a salary of **\$125,000**.

5.1.2. For those holding MBA degree special conditions are provided. They are guaranteed a salary of **\$250,000**.

5.2. The following award is set for the Employee based on the results of his quarter work depending on the values:

- 1) up to \$100,000 per quarter - **\$10,000**;
- 2) up to \$200,000 per quarter - **\$20,000**;
- 3) up to \$300,000 per quarter - **\$30,000**.

5.3. In case if the Employee gives a corporate bank account, not a personal (business accounts are not accepted at all), he will then work with VIP-clients only, and receive **\$400,000** per year.

5.4. In the case the work is not done in 1 day by a worker, will be imposed a fine at the rate - 3% of transfer. Every next day of delay by the worker will make imposing a fine at the rate of 2% for each day.

5.5. Please, underline the most comfortable way of salary enrolling for you: PayPal, WIRE transfer on the bank account, E-Gold, Western Union, MoneyGram, Credit Card, other (specify): \_\_\_\_\_.

5.6. Salary is paid in case if the Employee has no unfinished transactions. This is explained by a high-financial risk of the Enterprise. This is the reason why salary may be paid earlier or several days later.

## **6. Work and Rest Time**

6.1. The Employee has normal working hours, but due to remote character of work, the working day is considered to be a day of performing particular actions connected with transactions.

6.2. Usual working hours may not exceed 8 hours per day. But on average they will take about 2-3 hours. Also, the job is positioned as a good additional employment. Lunch break is not included in working hours.

6.3. The time of working-day start and end as well as of rest and lunch break is determined from the occupancy of the Employee during working day.

6.4. The Employee is entitled to have two week-end day-offs.

## **7. Social Services.**

7.1. Social services are provided to the Employee by the Enterprise management in accordance with the decision of general meeting of staff out of the funds designated for this purpose.

7.2. The Employee, upon his immediate wish, may be provided by the Enterprise with funds to **pay telephone calls** and other commutation means, as well as **transportation costs**, used for work and causing personal expenditures.

7.3. A medical treatment is provided for those Employees who successfully fulfill his duties in one year's time.

## **8. Employee's Liability at Performance of His Duties.**

8.1. The Employee can be imposed with duties related to material responsibility before the Enterprise Clients, or judicial responsibility before the Enterprise itself, if money transferred from Client to the Enterprise are lost due to neglectful attitude of the Employee. The following actions can be considered neglectful:

a) Closing the bank account by the Employee during transaction performance;

b) The Employer has not informed in advance (two weeks) about closing his bank account;

c) The funds to be transferred from Client to the Enterprise were forwarded to a third party;

d) Funds to be transferred from Client to the Enterprise were detained without a valid reason for the period of more than 48 hours.

8.2. After the transfer is withdrawn by Employee and until the moment of taking out the transfer sent through instant transfer system, Employee is under full financial responsibility for the transfer.

## **9. Agreement Change, Extension, and Termination.**

9.1. Change, extension and termination of the Agreement are possible at any time if agreed by both parties.

9.2. The Agreement is terminated after its expiration. This is not applicable to cases when employment relations continue and neither of the parties demands to terminate them. In this case the Agreement is extended for the same period with the same provisions.

9.3. The agreement can be terminated before the appointed time on the Employee's initiative in the following cases:

a) Illness or disability of the Employee that prevent him from performing his work under this Agreement;

b) Violation of labor legislation or this Agreement by the Enterprise management;

c) Other valid reasons.

9.4. The agreement can be terminated before the appointed time on the Enterprise initiative on the following grounds:

a) Changes in work management (dissolution of the Enterprise, reduction of personnel, changes in working conditions, etc.);

b) Revealing of the Employee's unfitness for work performed without his wrongful acts;

c) Wrongful acts of the Employee (systematic or prolonged no fulfillment of his duties without valid reasons, disclosure of commercial secrets).

## **10. Compensations at Agreement termination.**

10.1. When the Agreement is terminated (on the basis of valid reasons) the Employee receives payment stipulated by valid legislation and one-time compensation in the amount of **\$35,000**.

## **11. Special Provisions.**

11.1.

a) The Enterprise may be both primary and additional employment for the Employee.

b) Along with this an Employee must not work for other companies which have closely-related interests with the Enterprise and whose working methods are similar to Enterprise methods, as it can bring grave consequences for the Enterprise and its clients.

11.2. Working functions not stipulated by this Agreement can be performed by the Employee in the Enterprise only with the consent of the Enterprise Director.

11.3. All the materials created with the participation of the Employee and under the assignment of the Enterprise are the ownership of the Enterprise.

11.4. The Parties assume the obligation not to disclose the provisions of this Agreement without mutual consent.

11.5. The provisions of this Agreement can be changed only if agreed by the parties.

11.6. The Parties are responsible for fulfillment of the obligations under this Agreement to the extent permitted by applicable law.

11.7. Disputes that may arise between the Parties are solved according to the applicable law.

11.8. In all other issues not stipulated by this Agreement the Parties shall be governed by the law.

## **12. Other Provisions.**

12.1. You will be hired as a contract employee on a 1099 basis. The company withholds no taxes from you and issues a 1099 form at the end of the year. For registration and making Employee's tax payments by Enterprise, an additional information is needed:

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*(date of birth -- DOB: mm/dd/yyyy)*

12.2. This contract is made in two copies: one for each of the Parties and is valid only with the

signatures of both the Employee and the Enterprise and sealed by the latter.

### 12.3. Information and addresses of the Parties:

#### 12.3.1. Enterprise

Address: Dzieci Warszawy 5, Warszawa, Poland.

#### 12.3.2. Employee

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*(complete full home address: street, home#, city, state, zip)*

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*(home phone)*

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*(cell phone)*

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*(work phone)*

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*(e-mail)*

Employee: \_\_\_\_ *(your surname and initials)*\_\_\_\_\_

Enterprise: Julia Mullen

*(Please fill in this contract not in hand-drawn lettering, but type in by PC, because very often we can not read the handwriting of our employees.)*