

# AGREEMENT

Between:

Dockside Management N.V., a Limited Liability Company established on St. Maarten, whose principle place of business is located at Welfare Rd #44 2E Cole Bay, Tel: 544-40962, hereinafter referred to as the "EMPLOYER"

And

Angela Maria Monroy born on October 23, 1973 in Bogotá, Colombia and residing at 23 Waterfront Road, apt 2E, Cole Bay, Sint. Maarten Tel :721-588-0668 hereinafter referred to as a "EXECUTIVE ASSISTANT"

Whereas the EMPLOYER wishes to acquire the services of the EXECUTIVE ASSISTANT for the tasks hereunder described;

Whereas the EXECUTIVE ASSISTANT desires the tasks aforementioned and is willing to provide her services;

It is agreed as follows;

## DURATION AND POSITION

1. The EXECUTIVE ASSISTANT will be under contract for a period of 1 year as of March 1, 2021 as per below specifications, with the understanding that the EXECUTIVE ASSISTANT will, on request of EMPLOYER, also perform all other duties to be performed in the business of EMPLOYER.
2. Assignment: It will be the EXECUTIVE ASSISTANT 's responsibility to perform the following tasks, including but not limited to below assignments during the office hours as mentioned below attached job description, see ATTACHMENT. EMPLOYER may change or extend the tasks and responsibilities outlined in this attachment from time to time at the discretion of EMPLOYER.
3. The EXECUTIVE ASSISTANT 's position is a full-time position and will work a minimum of 40 hours' average per week on the basis of four weeks. The Employee agrees that their duties shall be primarily rendered at the Employer's primary place of business or at such other places as the Employer shall in good faith require.
4. This agreement is entered into for a period of 12 months, commencing on March 1, 2021 and ending automatically on March 1, 2022, including a two-month trial period and contingent on the EXECUTIVE ASSISTANT being in the possession of valid working and residence documentation, which EXECUTIVE ASSISTANT is responsible to file for herself. In the event aforementioned documentation becomes invalid, this agreement will become immediately null and void. In the event EMPLOYER wishes to extend this agreement at the conclusion of that term, EMPLOYER will confirm such intent by notifying the EXECUTIVE ASSISTANT thereof in writing. At the end of this six-month period, should the EMPLOYER desire to contract the EXECUTIVE ASSISTANT permanently, this contract is extended indefinitely unless terms and conditions are revised with mutual agreement.
5. The first two (2) months of this agreement constitute a trial period as described in relevant articles of the Civil Code of the Country St. Maarten, during which period both parties can terminate this agreement immediately, without recourse and without prior notification.

## **TERMINATION**

6. This agreement may be terminated as per legal provisions within the Laws of the Country St. Maarten or by breach of contract by the EXECUTIVE ASSISTANT. Before the end of the period mentioned under article 4 (premature) termination is only possible by notice given one party to the other, under applicable laws, effective as per any day of the month with a minimum of 1 month with the exception of immediate dismissal.

6.1 EMPLOYER may dismiss the EXECUTIVE ASSISTANT effective immediately for serious grounds or urgent reasons including but not limited to theft, physical or mental abuse against EMPLOYER, fellow employees or clients/contracting parties or vendors of EMPLOYER, sexual harassment, intentionally demolishing EMPLOYER's property, non-compliance with the confidentiality obligations, non-compliance with reasonable instructions of EMPLOYER, unjustified absence, drunkenness, abuse of drugs and the like, or in the event that 3 warning letters have been given. After immediate dismissal EMPLOYER will stop any remuneration payments and the employment will be regarded as terminated.

## **REMUNERATION**

7. The EXECUTIVE ASSISTANT will be paid \$2,700 (two-thousand seven hundred) United States Dollars net per month, payable at the end of each month.

8. The EXECUTIVE ASSISTANT is entitled to fifteen (15) vacation-leave days per calendar year, accrued 1.25 per month, in principle allowable after one (1) full year of service. The vacation is to be enjoyed at such time as indicated by EMPLOYER, with the understanding that EMPLOYER will as much as possible, taking the interests of the business of EMPLOYER into account, comply with the reasonable request of the EXECUTIVE ASSISTANT to enjoy vacation during a certain period.

8.1. Vacation days built up during a certain calendar year may not be saved and taken to the next calendar year and they will, in case they have not been enjoyed by the EXECUTIVE ASSISTANT, not be paid out in cash, unless written approval of the General Manager of EMPLOYER has been obtained.

9. The EXECUTIVE ASSISTANT must report absence due to sickness to a Manager or a designated supervisor of EMPLOYER before 8:00 AM on each date of absence and show a copy of the signed doctor statement / card for each day of absence. The EXECUTIVE ASSISTANT will be paid when no service is rendered or work is performed, if and when EXECUTIVE ASSISTANT is unable to work due to sickness, if EMPLOYER is notified of such sickness forthwith as per above instructions and the EXECUTIVE ASSISTANT complies with all reasonable instructions of EMPLOYER, Social & Health Insurances (S.Z.V.) (or other applicable medical insurance institution) and the medical specialists who, among others, cure sickness in question

10. The EXECUTIVE ASSISTANT will not be paid when no service is rendered or work is performed

11. The EXECUTIVE ASSISTANT agrees to work overtime and on public holidays whenever the Employer so requires other than times mutually agreed upon by the EMPLOYER and EXECUTIVE ASSISTANT. The EXECUTIVE ASSISTANT shall be compensated for overtime 100% and work on public holidays 200% in exchange for additional vacation days and or shortened work days at the discretion of the EMPLOYER and with the agreement of the EXECUTIVE ASSISTANT

12. It is understood that the EXECUTIVE ASSISTANT will not undertake any other form of employment and/or engagement, paid or otherwise, without receiving prior written permission from the General Manager of EMPLOYER.

13. For the duration of this agreement and afterward the EXECUTIVE ASSISTANT is obliged to treat any information and matters entrusted to and/or coming to the EXECUTIVE ASSISTANT knowledge by virtue of this employment about the EMPLOYER and the EMPLOYER's business, as strictly confidential and will behave accordingly.

14. The EXECUTIVE ASSISTANT may not have or keep in their possession in any way whatsoever any property, data carriers and documents, correspondence or copies of these that he/she may have acquired for the purposes of her work at EMPLOYER, with the exception and insofar as these are required to perform his/her work for EMPLOYER.

15. The EXECUTIVE ASSISTANT in any case is obliged, without being requested to do so, to hand over such property, data carriers, documents, correspondence and copies thereof and other materials such as catalogs, folio's etc. at the end of their employment or forthwith in the event that they have been suspended for whatever reason.

16. The laws and regulations of the Country St Maarten are applicable to this agreement. Any and all disputes that may arise from this agreement will be exclusively adjudicated by the Court of First Instance on St. Maarten.

Thus agreed and signed in duplicate on St. Maarten, March 1, 2021



\_\_\_\_\_  
EMPLOYER



\_\_\_\_\_  
EXECUTIVE ASSISTANT

## ATTACHMENT

### I. Key duties/responsibilities of the EXECUTIVE ASSISTANT

May include but are not limited to:

- Candidate will also assist with general operations to the extent that time allows.
- Complete required paperwork and documentation for Clients as required
- Track tasks performed, Vessel movements, and provide accurate and complete information to all Dockside Management departments, including accounting
- Check email and correspond with clients as required
- Answer telephones and provide appropriate information as required
- Fulfill any other duties and responsibilities as assigned by a supervisor.
- Assist with any assignment presented, including but limited to:
  - keep offices and surrounding areas neat & clean, administrative work, filing, answering phones, running errands and shopping, delivering orders, delivering and helping out in the office in case of a colleague being absent. - General clerical duties including photocopying, fax and e-mailing - Coordinate maintenance of office equipment & fleet, including washing and cleaning as well as tracking service needs - Handle incoming client-requests

Personal Attributes The incumbent must maintain strict confidentiality in performing the duties of the EXECUTIVE ASSISTANT. The General Assistant must also demonstrate the following personal attributes:

1. be honest and trustworthy
2. be respectful
3. possess cultural awareness and sensitivity
4. be flexible
5. demonstrate sound work ethics
6. no "9 to 5 mentality"