

Employment Agreement

JGM 6/15/22
TE 7/8/22

This Employment Agreement (the "**Agreement**") is entered into December 15, 2021, by and between Tasha Ellington (the "**Employee**") located at 554 Winding Oak Way, Clayton, NC 27520, and Recovery Alive, Inc. (the "**Employer**") located at 1250 S Pollock St, Selma, NC 27576, also referred to individually as the "**Party**" and collectively, the "**Parties**".

IN CONSIDERATION OF the Employee providing services desired by the Employer, and the Employer paying the Employee to perform the services, the Parties agree to the following:

1. **Start Date and Location.** On January 1, 2022 (the "**Commencement Date**"), the Employee will begin working for the Employer on a permanent basis as a Assistant to the National Director.
2. **Compensation and Reimbursement.** Initially, the Employer will pay the Employee an annual salary of \$9,000.00 on a monthly schedule to be paid on the last business day of each month. The annual salary is subject to change at any time at the discretion of the Employer. The Employer will withhold federal, state, and local taxes as required by law. The Employer will reimburse the Employee for all out-of-pocket expenses that are pre-approved by the Employer.
3. **Benefits.** The Employee will not receive benefits provided by the Employer.
4. **Termination.** This Agreement will begin on the Commencement Date and will remain in effect for the duration of the employment relationship. This Agreement will automatically terminate at the end of the employment relationship.
5. **Confidentiality.** Throughout the duration of the Agreement, the Employee may become aware of the Employer's confidential data. The Employee agrees to hold all confidential data in complete confidence. This provision shall remain in full force and effect even after the termination of this Agreement either by its natural termination or early termination for cause.
6. **Relationship of the Parties:**
 - 6.1. **At-Will Employment.** The employment relationship is "at will" which means either Party may end the employment relationship at any time, for any reason, with or without notice. Although not required by law, a one-week notice of termination by the terminating Party is requested and encouraged.


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- 6.2. Binding Authority.** The Employee does not have the authority to bind the Employer to any contracts or commitments without written consent by the Employer.
- 6.3. No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties.
- 7. Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.
- 8. Modifications.** Any changes and/or modifications to this Contract must be made in writing and be signed by both Parties.
- 9. Assignment.** Neither Party may assign their rights and/or obligations under this Agreement.
- 10. Dispute Resolution:**
- 10.1. Choice of Law.** The Parties agree that this Agreement shall be governed by the State and/or Country in which the duties of this Agreement are expected to take place. In the event that the duties of this Agreement are to take place in multiple States and/or Countries, this Agreement shall be governed by North Carolina law.
- 10.2. Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- 10.3. Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.
- 10.4. Attorney's Fees.** In the event of Arbitration and/or Mediation, the prevailing party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.
- 11. Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire Agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.
- 12. Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 13. Notices.** All notices under this Agreement must be sent by email with read receipt requested or by certified or registered U.S. Postal Service mail with return receipt requested.

All Notices shall be sent as follows:

Employee

Tasha Ellington

554 Winding Oak Way

Clayton, NC 27520

Employer

Recovery Alive, Inc.

1250 S Pollock St

Selma, NC 27576

[Remainder of this page intentionally left blank. Signature page follows.]

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Employee

Signed: Tasha Ellington

Name: Tasha Ellington

Date: 3-16-22

Employer

Signed: Jared G Menzie

Name: Jared G Menzie
Secretary, Recovery Alive, Inc.

Date: January 1, 2022