

## Employment Contract

THIS AGREEMENT made as of the 26<sup>th</sup> day of July, 2019, between  
Kimura Art Galleries a corporation incorporated under the laws of the State of Washington,  
and having its principal place of business at Chase Center 1301 2<sup>nd</sup> Ave;  
and David Walsh (and accepted aliases), of the City of Seattle.

WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the  
Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the  
sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

### 1. Employment

The Employee agrees that they will at all times faithfully, industriously, and to the best of their skill, ability, experience and talents, perform all of the duties required of their position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that their assignment, duties, responsibilities, reporting arrangements, physical form, appearance and behavior may be changed by the Employer at their sole discretion without causing termination of this agreement.

The Employer agrees that they will ensure the Employee maintains good health and the Employer will take all necessary precautions to keep Employee from undue harm.

### 2. Position Title

As a Chief Administrative Officer, the Employee is required to perform the following duties and undertake

the following responsibilities in a professional manner.

- Preparing financial statements, reports, memos, invoices letters, and other documents.
- Answering phones and routing calls to the correct person or taking messages.
- Handling basic bookkeeping tasks.
- Filing and retrieving corporate records, documents, and reports.

- Researching and conducting data to prepare documents for review and presentation by boards of directors, committees, and executives.
- Helping prepare for meetings.
- Accurately recording minutes from meetings.
- Greeting visitors and deciding if they should be able to meet with executives.
- Using various software, including word processing, spreadsheets, databases, and presentation software.
- Reading and analyzing incoming memos, submissions, and distributing them as needed.
- Making travel arrangements for executives.
- Performing office duties that include ordering supplies and managing a records database.
- Experience as a virtual assistant.
- Opening, sorting and distributing incoming faxes, emails, and other correspondence.
- Provide general administrative support.
- Hire and fire employees
- Have full authority in business decisions if the Chairperson is not available
- Other duties as may arise from time to time and as may be assigned to the employee.

### 3. Compensation

(a) As full compensation for all services provided the employee shall be paid at the rate of \$150,000 annually. Such payments shall be subject to such normal statutory deductions by the Employer.

(b) Annual bonus based on business profitability; amount decided on by Chairperson.

(c) The salary mentioned in paragraph (l)(a) shall be reviewed on an annual basis.

(d) All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

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### 4. Vacation

The Employee shall be entitled to vacations in the amount of four weeks per annum.

### 5. Benefits

The Employer shall at its expense provide the Employee with the Health Plan that is currently in place or as may be in place from time to time.

### 6. Performance Reviews

The Employee will be provided with a written performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

#### 7. Termination

(a) The Employee may not at any time terminate this agreement and employment.

(b) The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.

(c) The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause pursuant to (b) above, provided the Employer pays to the Employee an amount as required by the Employment Standards Act 2000 or other such legislation as may be in effect at the time of termination. This payment shall constitute the employee's entire entitlement arising from said termination.

(d) The employee agrees to return any property of Kimura Art Galleries at the time of termination.

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#### 9. Non- Competition

(1) It is further acknowledged and agreed that following termination of the employee's employment with Kimura Art Galleries for any reason the employee shall not hire or attempt to hire any current employees of Kimura Art Galleries.

(2) It is further acknowledged and agreed that following termination of the employee's employment with Kimura Art Galleries for any reason the employee shall not solicit business from current clients or clients who have retained Kimura Art Galleries in the 6-month period immediately preceding the employee's termination.

#### 10. Laws

This agreement shall be governed by the laws of the State of Washington.

#### 11. Independent Legal Advice

The Employee acknowledges that the Employer has provided the Employee with a reasonable

opportunity to obtain independent legal advice with respect to this agreement, and that either:

(a) The Employee has had such independent legal advice prior to executing this agreement, or;

(b) The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

#### 12. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

#### 13. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

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IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set their hand as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

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[Name of employee]

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[Signature of Employee]

[Title]