

EMPLOYMENT CONTRACT AND OPERATING MODEL

Blue Orchid Foundation, (hereinafter “blue orchid”) a company that produces artwork, hats and drinks operating under both the Articles of Incorporation and the laws of the Commonwealth of Redmont and Employee name (hereinafter "the Employee")

1. OFFER AND ACCEPTANCE

1.1 Blue Orchid hereby offers employment to the Employee in the position specified in Section 3.

1.2 By agreeing to this contract, the Employee accepts this offer under the terms and conditions set forth herein.

1.3 Both parties acknowledge this as a legally binding agreement in accordance with the Contracts Act of the Commonwealth of Redmont.

2. CONSTITUTIONAL AND LEGAL FOUNDATION

2.1 This contract is established in accordance with:

- The laws of the Commonwealth of Redmont, including the Contracts Act

3. POSITION AND DUTIES

3.1 The Employee is hired for the position of blank.

3.2 In consideration for the compensation outlined in Section 6, the Employee agrees to perform the following duties:

General Responsibilities:

- a) Produce artwork in accordance with what customers or Just_Jada wants
- b) Assist with administrative duties as required (all levels)

4. ORGANISATIONAL STRUCTURE

4.1 Blue Orchid operates under the following hierarchical structure:

- 1. CEO-Just_Jada
- 2. Artists-responsible for producing artwork and hats
- 3. Brewers-responsible for producing drinks

5. MANAGEMENT PROCESSES

The CEO is responsible for all management decisions

Hiring Process:

1. Initial interviews conducted by CEO
2. Final approval by CEO
3. Probationary period of 14 days for all new employees

6. COMPENSATION STRUCTURE

An artist/brewer makes 90% of what they are able to commission
The last 10% is given to the CEO

7. INTENT TO CREATE LEGAL RELATIONS

7.1 Both parties expressly acknowledge and agree that this contract is intended to create legally binding obligations enforceable under the laws of the Commonwealth of Redmont.

7.2 This agreement is not merely a social or domestic arrangement but a professional employment contract with all associated legal implications.

8. CAPACITY

8.1 Blue Orchid represents that it is a legally established entity with the capacity to enter into this agreement.

- 8.2 The Employee represents and warrants that they:
- Have the capacity to understand and enter into this contract
 - Hold the qualifications necessary for the position as stated

9. TERM AND TERMINATION

9.1 Duration: This contract shall remain in effect for one (1) year from the date of signing.

9.2 Renewal: The contract may be renewed by mutual agreement for additional one-year terms.

9.3 Early Termination:

1. By Employee: With 14 days written notice
2. By Blue Orchid: With 14 days written notice or immediately for material breach
3. Final Payment: All earned compensation shall be calculated and paid within 14 days of termination

9.4 Material Breach: The following shall constitute a material breach:

- Actions hostile to Blue Orchid

9.5 Mutual Termination Agreement:

The contract may be terminated at any time by mutual written agreement between Blue Orchid and the Employee, with the terms of separation to be agreed upon by both parties.

9.6 Termination for Inactivity:

1. Blue Orchid may terminate this contract if the Employee demonstrates unapproved inactivity for a period of 30 consecutive days.

2. Inactivity is defined as:

- Failure to respond to communications within 72 hours
- Absence from scheduled meetings without prior notice
- Failure to progress on assigned tasks

3. Before termination for inactivity, Blue Orchid shall:

- Provide written notice to the Employee, citing the specific instances of inactivity
- Allow a 7-day period for the Employee to respond and resume activity

4. If inactivity continues after the notice period, Blue Orchid may terminate the contract immediately with written notice.

5. Termination for inactivity shall not negate the Employee's right to compensation earned prior to the termination date.

12. IMPLIED TERMS

12.1 In addition to the express terms contained herein, this contract incorporates implied terms derived from:

- The customs and practices of Blue Orchid
- Professional standards of the Commonwealth of Redmont

13. DUTY OF GOOD FAITH AND FAIR DEALING

13.1 Both parties agree to perform their respective duties and exercise their rights under this contract in good faith and in a manner that is fair and just.

13.2 This contract includes an implied covenant of good faith and fair dealing, ensuring that the parties act with honesty, integrity, and fairness in all aspects of their contractual relationship.

14. BREACH OF CONTRACT

14.1 A breach of contract occurs when either party fails to fulfil their contractual obligations.

14.2 Remedies for breach may include:

- Damages for financial loss

- Specific performance where appropriate
- Termination of the contract for material breach
- Other equitable relief as determined by the appropriate authority

15. MISREPRESENTATION

15.1 If either party makes false statements that induce the other to enter this contract, the misled party may seek:

- Rescission of the contract
- Damages for losses incurred
- Other appropriate relief

16. FORCE MAJEURE

16.1 Neither party shall be liable for failure to perform when such failure is due to circumstances beyond their reasonable control, including but not limited to:

- Natural disasters
- War or civil unrest
- Government restrictions
- Server outages
- Major system failures

16.2 The affected party must:

- Promptly notify the other party
- Take reasonable steps to minimise impact
- Resume performance as soon as possible

16.3 If force majeure conditions persist for more than 30 days, either party may terminate this contract without liability.

16.4 Events arising from negligence, unnecessary risk-taking, or mismanagement are not considered force majeure events.

17. SEVERABILITY

17.1 If any provision of this contract is found to be invalid, illegal, or unenforceable, such provision shall be severed from this agreement.

17.2 The removal of an offending provision shall not impact the validity, legality, or enforceability of any other provision of this contract.

18. COMPLETE AGREEMENT

18.1 This contract constitutes the complete agreement between the parties and supersedes all prior agreements, whether written or oral.

18.2 Any modifications must be made in writing and signed by both parties.

19. ACCEPTANCE AND SIGNATURE

In the Discord channel this agreement was communicated, by typing the following message:

I, employee name agree to the terms outlined in the Blue Orchid Employment Contract.

The Employee acknowledges having read, understood, and agreed to all terms and conditions set forth in this contract. This acceptance method shall constitute a legally binding signature.

The effective date of this Agreement shall be the date of the Employee's acceptance message in Discord.