

EMPLOYMENT COMMISSION AGREEMENT

BE IT KNOWN, that this COMMISSION AGREEMENT, entered into on between , (hereafter referred to as the "Company"), located at , and (hereafter referred to as the "Employee") residing at , .

IN WITNESS THEREOF, the above parties wish to enter into this Agreement and express the need to define and set forth within this instrument, the terms and conditions of employment of the above named employee by .

THEREFORE, in consideration of the mutual covenants and agreed upon stipulations set forth below, it is hereby solemnly agreed upon and thus legally binding by the Company and the Employee as follows:

1. EMPLOYMENT

, in the business of , operating at , , , does hereby employ in the position of , and the Employee does hereby agree to serve in such capacity, beginning , for a period of and ending at such date and time Employee's employment may be terminated in accordance with below listed Paragraph 12 of the "Employment Period."

2. PERORMANCE OF DUTIES

, the Employee, hereby agrees that throughout his period of employment s/he shall devote his full attention and time, during working hours, to the performance of his/her duties and business affairs of the Company, in addition to performing said duties faithfully and efficiently as directed by the CEO or Supervisor of the Company. It is not the intention of the Company to assign duties and responsibilities which are not typically within the scope and characteristics associated with this position, or of which may be required of other employees of similar rank and position. However, the Company reserves the right to increase and/or revise the Employee's role and responsibilities, whether through reorganization of his/her position or promotion. Any change in the Employee's pay scale, due to the change of responsibilities and/or promotion, will be at the sole discretion of the CEO and/or Supervisor.

3. DUTIES AND RESPONSIBILITIES

The detailed list of job duties and responsibilities for the Employee are as follows:

Specific Job Related Duties

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Other Duties and Responsibilities

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4. COMPENSATION & BENEFITS

In accordance with the following terms and conditions of this Agreement, and throughout Employees period of employment, compensation for his/her services will be as follows:

- (a) Employee will receive yearly base income of , payable , by way of direct deposit, with yearly evaluations and/or rate increases as deemed appropriate and said amount to be determined by the CEO/Supervisor of the Employee.
- (b) Employee shall receive or of
- (c) The work week runs from Monday through Friday with paychecks issued as follows:
 - (i) Weekly pay check issued every with the weekly pay period ending ; or
 - (ii) Bi-Weekly pay check issued with the two (2) week pay period ending on ; or
 - (iii) Bi-Monthly pay check issued on the and of every month.
 - (iv) Monthly pay check issued on the each month.
- (d) Employee will be entitled to one week vacation after of employment, with adequate written notice, that is equivalent to one regular 40 hour work week pay check.
- (e) Employee will be entitled to other similar perquisites and benefits of employees of similar rank and position.
- (f) Employee shall be entitled to company benefits as follows:
 - (i)

5. COMMISSION PAYMENTS

In addition to the Employee's yearly base salary, as outlined in the aforementioned paragraph, the Employer shall provide percent commission on the dollar for new sales revenue generated by the Employee. The revenue commission is credited only as products and/or services are delivered to the client and shall be paid to the Employee on a monthly basis as follow:

- a) Employee shall be paid the following month in which the commission was earned, once a final determination of "earned" commission has been confirmed.
- b) The Employee shall receive commission payment on the day of each month.
- c) The Employer shall provide to the Employee a written calculation for each commission payment made to the Employee.

Throughout the Company's relationship with the client, the Employee shall be paid for all sales that are directly generated from the Employee's work and thus delivered to the clients under the Employee's account.

Employee may request and advance on a commission payment, however, any monies that may be

paid to the Employee prior to a final determination of the "earned" commission shall be considered and "advance" and shall then be subject to a reversal or adjustment in accordance with the aforementioned conditions.

Commission paid on any other sales shall be determined by the Vice President (VP) of Sales. The commission payouts shall continue for as long as the Company continues a relationship with the client and as long as the Employee continues his/her employment with the company. The Employee must continue to add value to the growth and management of the client base to receive on-going commissions.

Upon termination or death of Employee and/or this agreement, payments at such time will cease. However, should the Employee be entitled to further payments for periods or partial periods which may have taken place prior to the date of termination or death, and of which the Employee has not yet been paid, and for any commission which may have been earned in accordance with the Employer's customary policy and procedures, then such payments to Employee shall be made pursuant to company policy. In addition, any accrued vacation that the Employee may have earned, shall be paid in accordance with state law and the company's customary policies and procedures. Please note that this particular section of the Agreement is made for sole purpose of accounting and payroll, and no other purpose shall be implied.

YEARLY BONUS PAYMENTS:

GENERATED SALES	BONUS % BASED ON SALES GENERATED
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Bonus payments shall be made in the check following the Employee's achievement of the above listed thresholds and shall be credited as along as the Employee is with the Company.

Qualifiers for Commission and Bonus Payments:

- 1) The Employee must remain employed with the Company in the capacity for which s/he was hired. Transfer and/or resignation will cancel the commission agreement and the Employee shall then become ineligible to receive any commissions as of the date of transfer and/or resignation.
- 2) No products and/or services shall be delivered without a signed contract, and thus no commissions are paid except on delivered products or services. The Employee is responsible to ensure a signed contract is on file with the Company for all clients garnered.
- 3) The Employee must, at all times, perform at a satisfactory level to retain his/her position within the Company. This shall include, but is not limited to, meeting established quotas, stellar customer management and ownership of the success of the Company's internal processes that support the client base.
- 4) The Employee must continue to add value and actively work to grow and manage the Company's revenues to qualify and receive commissions on an on-going basis.
- 5) Employee's on a commission program shall not be eligible to participate in any Company profit-sharing plan, if one so exists.

- 6) This Employee Commission Agreement and Company compensation program may be altered in any given years based upon the Company's current business objectives and financial performance.

6. *DISABILITY*

Subject to the provisions stipulated within Paragraph 12, should the Employee's employment be terminated by reason of his/her disability (as expressed below), the Employee will continue to receive his/her regular annual salary and benefits in accordance with paragraphs 4(a) and 4(b) to the end of the full calendar months in connection with said disability, and which is not to exceed beyond of the Employment Period. For intended purpose of this Agreement, "disability" is defined as a physical or mental impairment which would render the Employee incapable of performing his/her duties and responsibilities and which the disability has existed for a minimum of [insert number of weeks or months], as determined by an independent physician provided and paid for by the Company. Any Employee salary payments made by the Company to the Employee shall be at 0% of Employee's regular pay, and which the reduced amount includes payments of any benefits paid for the same period of time covered under the Company's Disability Program.

7. *CONFIDENTIALITY- UNAUTHORIZED DISCLOSURE*

Within or after the Employment Period, the Employee shall at no time divulge, release, or remove for his/her use or that of any other individual or company, any documentation, information, or knowledge pertaining to the operation or business of the Company or any of its subsidiaries or affiliates, obtained or made available to him/her during the course of their employment with the company, subsidiaries or affiliates. Furthermore, the Employer and Employee agree as follows:

- (a) Confidential Information includes, but is not limited to, .
- (b) Confidential information excludes that which is public knowledge.
- (c) Employee shall not copy or modify any Confidential Information or without prior written consent of Supervisor and/or CEO.
- (d) Employee shall, upon termination of employment (whether voluntary or involuntarily), immediately return to the Company any and all written documents and/or materials of a confidential nature.

Unauthorized Disclosure

Should the Employee, during, or after termination of employment, disclose or threaten to disclose any information of a confidential nature, the Employee shall be deemed in violation of this agreement, and the Company at that time shall be entitled to obtain an injunction to restrain the Employee from disclosing or further disclosing, in whole or in part, Confidential Information. The Company shall also be entitled to pursue other legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of any unauthorized disclosure made by the Employee during or after termination of employment.

8. *CONFIDENTIALITY AFTER TERMINATION*

The confidentiality provisions contained within this Agreement shall remain in full force and effect

for a period of after Employee's transfer or termination of employment. During such period after transfer or termination, neither the Employee nor the Employer shall make or permit the public announcement or statement of any nature claiming that the Employee was formerly employed by or connected with the Company.

9. SIGNING CONTRACT FOR EMPLOYER

The Employee shall not now, nor at any time in the future, have the right to make any contract or commitment, for or on the behalf of the Company without prior approval from the CEO or President of the Company.

10. WAIVER OF CONTRACTUAL RIGHT

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

11. REMEDIES

Should the Employee, at any time, violate any of the covenants or agreements set forth in paragraphs seven (7), nineteen (19), twenty (20) or twenty-one (21), the Company reserves the right to immediately terminate employment of employee, and terminate all its obligations to make any further payments under this Agreement. The Employee acknowledges that the Company could incur permanent and irreversible damage and injury though a violation of paragraphs seven (7), nineteen (19), twenty (20) or twenty-one (21), and as such agrees, that the Company shall be entitled to any legal remedy or injunction, as may be deemed appropriate by Company or Court of Law, from any actual or threatened breach of this Agreement.

12. AMENDMENT AND/OR CANCELLATION OF AGREEMENT

The Amendment or cancellation of this Agreement, with notice when feasible, must be made by way of the mutually written agreement of both parties (the Company and Employee).

Any "Amendment" to the original Employment Contract must not only be made by way of a mutual written agreement by both parties, but said amendment must also contain a start date and time period for this amendment to the original Employment Contract.

The Employment Period shall be cancelled at the time when any of the following may occur:

- (a) Date of "at-will" termination by either employee or employer;
- (b) The last day of the month in which the Employee's death occurs;
- (c) Date on which the Company provides notice to Employee for ;
- (d) Cause shall include, but is not limited to Employee's gross misconduct, material damage to the Company or willful breach of this Agreement, or;
- (e) Should either the Employer or Employee decide to terminate their working relationship and/or this "Employment Contract," the party wishing to end this agreement, either due to the completion of the project for which the employee was hired or the employee seeking

employment elsewhere, shall provide a minimum advance written notice of by the Employer or a minimum advance written notice of by the Employee.

13. NOTICES

Any notice required or allowable, made in accordance with this Agreement, must be made in writing and sent by registered mail to the Employee at his/her home address or to the Company at its principal headquarters, whichever the case may be.

14. COMPLIANCE WITH EMPLOYER'S RULES

The Employee agrees to comply with all of the Company's Rules and Regulations in accordance with the companies (i.e. Rules of Conduct).

15. APPROVED EXPENSE REIMBURSEMENT

Employer shall to the Employee, in accordance with Company policy, for any reasonable out of pocket expenses authorized by the Employer.

- (a) The Employee must present to Employer a to receive reimbursement for out of pocket expenses.
- (b) An is not required for a "**singular**" expense of or less.
- (c) Total expenses of or less shall be reimbursed to Employee by way of .
- (d) Total expenses over shall be reimbursed by way of one week after submission, and accuracy verification, of a properly completed . Incomplete or inaccurate shall be returned to the Employee requesting reimbursement for completion and/or correction.
- (e) Reimbursement for , with prior approval of CEO obtained.
- (f) A blank may be obtained from Employee's Supervisor.
- (g) Employee must complete an for request of reimbursement of multiple items and/or reimbursement requests over .
- (h) Any and all expenses over **MUST** be accompanied by a .
- (i) Return the completed to Employee Supervisor for approval and submission for reimbursement.

16. EDUCATION AND/OR TUITION REIMBURSEMENT (if applicable)

The Company shall reimburse the Employee for percent of the pre-approved Educational Institution/College costs up to a maximum of credits per year from an accredited institution for .

Reimbursement for any course shall be contingent upon prior approval from the Company prior to the Employee's enrollment, and the submission of official transcript as proof of successful completion of the course(s) with a minimum grade of to qualify for reimbursement. Should the

Employee fail to meet the minimum required grade level, the cost for the specific course in which the Employee failed to meet minimum requirement, and any required book or supplement, shall become the sole responsibility of the Employee.

The Company shall pay or reimburse Employee percent of the cost for any book(s) and/or supplement material required for each pre-approved course that the Employee is enrolled and has successfully completed by achieving the minimum grade level requirement as aforementioned.

17. RETURN OF COMPANY PROPERTY

At the end of the Employee's contract or upon termination of employment, whether voluntary or involuntary, said Employee shall immediately return to the Employer any and all company property including, but not limited to, the following:

- (a) Key or Key Card(s) granting access to the building and/or offices or area's located within the building;
- (b) Company Car (if applicable);
- (c) Company Identification (ID);
- (d) Computer (if applicable);
- (e) Business Cards (if applicable);
- (f) Company Credit Cards (if applicable); and any
- (g) Company related documents and/or material.

The Company reserves the right, and shall be entitled to pursue any legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of Employee's failure to return Company property after termination of employment.

18. NON-ASSIGNMENT

Any interests pertaining to the Employee under the Agreement are not subject to any claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

19. NON-COMPETE

During Employee's period of employment with the Employer, in the State of , and for a period of following termination of employment however caused, the Employee shall not seek or gain employment with any business that is competition with the Company, its subsidiaries or affiliates within .

The Employee agrees that the above established restrictions are reasonable and fair, and all defenses to the strict enforcement of this stipulated non-compete covenant by the Employer are waived by you.

20. NON-SOLICITATION OF CLIENTS

Employee herein agrees that s/he will not, without the prior written consent of Employer, at any time, within the State of , whether during employment or for a period of years after termination of employment, either by their own actions for your behalf or behalf of any other party or company competing or endeavoring to compete with the Employer, either directly or indirectly solicit, attempt to solicit, and/or contact for the purpose of soliciting a client of the Employer for your own benefit or for the benefit of any other individual competing with the Employer within . .

21. NON-SOLICITATION OF EMPLOYEES

Employee herein agrees that s/he will not, without the prior written consent of Employer, at any time, within the State of , whether during employment or for a period of years after termination of employment, either by their own actions for your behalf or behalf of any other party or company competing or endeavoring to compete with the Employer, either directly or indirectly solicit, attempt to solicit, and/or contact for the purpose of soliciting an employee of the Employer for your own benefit or for the benefit of any other individual competing with the Employer within .

22. OWNERSHIP OF SOCIAL MEDIA CONTACTS

The Employer has sole ownership over any social medial contacts, acquired before and/or throughout Employee's term of employment, including, but not limited to "follower" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network, that has been used or created on behalf of the Company.

23. OWNERSHIP OF INTELLECTUAL PROPERTY

Throughout the during of your employment with the Employer, whether during the fulfillment of your normal duties and responsibilities or others which may be specifically assigned to you, either on your own or in connection with another individual, you develop or create any such intellectual property, including but not limited to any work where a copyright exists or may exist you shall immediate notify the Employer. In addition, you acknowledge and agree that any and all such intellectual property, copyright and other intellectual property rights, shall be deemed the ownership of the Employer.

The Employee hereby waives unconditionally and irrevocably any and all moral or any such rights of a similar nature, with respect to any work where a copyright exists, may exist or later exists, in which the copyright is created by you during your employment in each jurisdiction worldwide, and that such rights may be waived for each respective jurisdiction. The waiver hereby extends to any and all respective acts of the Employer, their successors, assigns, licensees and any acts of third party individuals with the authority of the Employer, their successors and/or assigns.

24. SUCCESSORS

The contents of this Agreement shall be legally binding upon the Company, and its successors or assigns by any individual or company acquiring, whether by sale or merger or otherwise, all or

substantially all of the Company's assets and business.

25. ENTIRE AGREEMENT

This Agreement contains the complete and entire agreement of both the Employer and Employee, and there are no other promises or conditions, oral or written, outside of what is contained herein this Agreement. This Agreement supersedes any prior written or oral agreements between both parties.

26. SEVERABILITY

Should any provision contained within this Agreement be deemed invalid or unenforceable, in part or in whole, such invalidity or unenforceability will attach only to the particular provision or part of this Agreement while the remaining aspects of said provision and all other provisions of this Agreement shall remain in full force and effect.

27. APPLICABLE LAW

The provisions of the Agreement shall be interpreted in accordance with the current laws of the State of .

28. COPY OF AGREEMENT

The Employee acknowledges receipt of a copy of this Agreement signed by both the Employee and the Employer.

IN WITNESS WHEREOF, the Employee has hereunto set his/her hand, and the Company has caused this instrument to be executed in its name and on its behalf, as of

(Employee Signature)

(Employee Name Typed or Printed)

(Employer/Duly Authorized Representative Signature)

(Employer/Duly Authorized Representative Name Typed or Printed)