

Executive Appointment Manager Commission Agreement

This Commission Agreement (this "Agreement") is made effective as of ____ / ____ / _____,
by and between [REDACTED] S&M, LLC., (" [REDACTED] and _____,
("EAM"), of _____.

- A. [REDACTED] is engaged in the business of Third-party Sales & Marketing. EAM will primarily perform the job duties at the following location: Utah.
- B. [REDACTED] desires to have the services of EAM.
- C. EAM is willing to be employed by [REDACTED]

Therefore, the parties agree as follows:

1. EMPLOYMENT. [REDACTED] shall employ EAM as a(n) **Executive Appointment Manger**. EAM shall provide to [REDACTED] the following duties:

- Door-to-door soliciting in designated neighborhoods/areas;
- [REDACTED] will provide a survey to EAM, which EAM shall administer to persons solicited at the door;
- Schedule sales appointments with surveyed people; and
- Collect all data and send to [REDACTED]

EAM shall have the liberty to schedule his own working hours; he will not be conditioned to a work schedule. Nevertheless, EAM may be required by [REDACTED] to fulfill specific duties during specific times if necessary.

EAM accepts and agrees to such employment, and agrees to be subject to the general supervision, advice, and direction of [REDACTED] and [REDACTED] supervisory personnel. EAM shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to EAM from time to time by [REDACTED]

2. BEST EFFORTS OF EMPLOYEE. EAM agrees to perform faithfully, industriously, and to the best of EAM's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of [REDACTED]. Such duties shall be provided at such place(s) as the needs, business, or opportunities of [REDACTED] may require from time to time. Examples of expected behavior:

- Must be a team player;

- Must have the company's best interest in mind;
- Must be mindful of what he is authorized and not authorized to do;
- Must act ethically in all areas of business;
- Must be willing to work hard and bring in consistent results;
- Must be ambitious and enthusiastic; and
- Must be creative and come up with ideas for success.

3. COMMISSION PAYMENTS. [REDACTED] will make commission payments to EAM in the following manner:

- \$50 per set appointment
- \$100 per sale closed from EAM's appointments (EAM is not required to close the sales him/herself).

EAM will be paid per appointment (\$50) on the first and third Monday of every month.

EAM will be paid per closed sale (\$100) on the first and third Monday of every month.

This may be subject to change according to any post-contract agreement EAM and [REDACTED] make.

Accounting. [REDACTED] shall maintain records in sufficient detail for purposes of determining the amount of the commission. [REDACTED] shall provide to EAM a written accounting that sets forth the manner in which the commission payments were calculated.

4. EXPENSE REIMBURSEMENT. [REDACTED] will reimburse EAM for "out-of-pocket" expenses incurred by EAM in accordance with [REDACTED] policies in effect from time to time.

5. RECOMMENDATIONS FOR IMPROVING OPERATIONS. EAM shall provide [REDACTED] with any information, suggestions, and recommendations regarding [REDACTED] third-party sales and marketing service.

6. CONFIDENTIALITY. EAM recognizes that [REDACTED] has and will have information regarding the following:

- Inventions;
- Products;
- Product design;
- Processes;
- Technical matters;
- Trade secrets;
- Copyrights;
- Customer lists;
- Prices;

- Costs;
- Discounts;
- Business affairs;
- Future plans; and

other vital information items (collectively, "Information") which are valuable, special and unique assets of [REDACTED] EAM agrees that EAM will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of [REDACTED] EAM will protect the Information and treat it as strictly confidential. A violation by EAM of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

7. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that EAM has disclosed (or has threatened to disclose) Information in violation of this Agreement, [REDACTED] shall be entitled to an injunction to restrain EAM from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. [REDACTED] shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

8. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Agreement shall remain in full force and effect indefinitely after the termination of EAM's employment. During such period, neither party shall make or permit the making of any public announcement or statement of any kind that EAM was formerly employed by or connected with [REDACTED]

9. NON-COMPETE AGREEMENT. EAM recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to EAM, EAM agrees and covenants that during employment and for a period of two years after the termination of employment for any reason, whether such termination is voluntary or involuntary, EAM will not directly or indirectly engage in any business competitive with [REDACTED]

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of [REDACTED] for the benefit of a third party that is engaged in such business. EAM agrees that this non-compete provision will not adversely affect EAM's livelihood.

10. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER. EAM shall not have the right to enter into any contracts or commitments for or on behalf of [REDACTED] without first obtaining the express written consent of [REDACTED]

11. TERM/TERMINATION. EAM's employment under this Agreement shall be for an unspecified term on an "at will" basis. This Agreement may be terminated by [REDACTED] upon 2 weeks written notice, and by EAM upon 2 weeks written notice. If EAM is in violation of this Agreement, [REDACTED] may terminate employment without notice and with compensation to EAM only to the date of such termination. The compensation paid under this Agreement shall be EAM's exclusive remedy.

12. TERMINATION FOR DISABILITY. [REDACTED] shall have the option to terminate this Agreement, if EAM becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. [REDACTED] shall exercise this option by giving thirty-days written notice to EAM.

13. COMPLIANCE WITH EMPLOYER'S RULES. EAM agrees to comply with all of the rules and regulations of [REDACTED]

14. RETURN OF PROPERTY. Upon termination of this Agreement, EAM shall promptly deliver to [REDACTED] all property which is [REDACTED] property or related to [REDACTED] business (including but not limited to keys, shirts, technology, records, notes, data, memoranda, models, and equipment) that is in EAM's possession or under EAM's control.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

17. SEVERABILITY. If any provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provision(s) shall continue to be valid and enforceable. If a court finds that any provision(s) of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision(s) of this Agreement 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.

19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Utah.

20. SIGNATORIES. This Agreement shall be signed by [REDACTED] and/or [REDACTED], Owners of [REDACTED] S&M, and by _____ in an individual capacity. This Agreement is effective as of the date first above written.

EMPLOYER:

[REDACTED] S&M, LLC.

By: _____ Signature: _____ Date: _____

By: _____ Signature: _____ Date: _____

Owner(s).

AGREED TO AND ACCEPTED.

EMPLOYEE:

Full legal name: _____ SSN: _____

Signature: _____ Date: _____