

## EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter, this “Agreement”) is made effective as of the date of last signature in the signature panel below by and between ACME S&M, LLC (hereinafter, “ACME”), and W.E. Coyote (hereinafter, “WEC”) of Provo, Utah.

- A. ACME is engaged in the business of third-party sales and marketing. WEC will primarily perform the job duties at the following location: Utah.
- B. ACME desires to use the services of WEC.
- C. WEC is willing to be employed by ACME.

Therefore, the parties agree as follows:

**1. EMPLOYMENT.** ACME shall employ WEC as an **Executive Appointment Manager**. WEC shall perform for ACME the following duties:

- Door-to-door soliciting in designated neighborhoods/areas.
- Providing a survey to WEC, which WEC shall administer to persons solicited at the door.
- Scheduling sales appointments with surveyed people.
- Collecting all data and sending it to ACME.

WEC will have the liberty to schedule their own working hours; they will not be constrained to a work schedule. Nevertheless, WEC may be required by ACME to fulfill specific duties during specific times if necessary.

WEC accepts and agrees to such employment and agrees to be subject to the general supervision, advice, and direction of ACME and ACME’s supervisory personnel. WEC 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 WEC from time to time.

**2. BEST EFFORTS OF EMPLOYEE.** WEC agrees to perform faithfully, industriously, and to the best of WEC’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 ACME. Such duties shall be provided at such place(s) as ACME’s needs, business, or opportunities may require from time to time. Examples of behavioral expectations for WEC include, but are not limited to, the following:

- Must be a team player.
- Must have ACME’s best interest in mind.
- Must be mindful of what they are 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.
- Must be creative and come up with ideas for success.

**3. COMMISSION PAYMENTS.** ACME shall make commission payments to WEC in the following manner:

- Fifty dollars (\$50.00) per set appointment.

- One- hundred dollars (\$100.00) per sale closed from WEC's appointments (WEC is not required to close the sales themself).

WEC shall be paid \$50.00 per appointment on the first and third Monday of every month. WEC shall be paid \$100.00 per closed sale on the first and third Monday of every month. This schedule may be subject to change according to any post-contract agreement WEC and ACME make.

ACME shall maintain records in sufficient detail for the purposes of determining the amount of the commission to be paid. ACME shall provide WEC with a written accounting that sets forth the manner in which the commission payments were calculated.

**4. EXPENSE REIMBURSEMENT.** ACME shall reimburse WEC from time to time for "out-of-pocket" expenses incurred by WEC in accordance with ACME's policies in effect.

**5. RECOMMENDATIONS FOR IMPROVING OPERATIONS.** WEC shall provide ACME with any information, suggestions, and recommendations regarding third-party sales and marketing services, all in pursuance of improving operations at ACME.

**6. CONFIDENTIALITY.** WEC recognizes that ACME has and will have information regarding the following items (collectively, the "Information"):

- Inventions.
- Products.
- Product design.
- Processes.
- Technical matters.
- Trade secrets.
- Copyrights.
- Customer lists.
- Prices.
- Costs.
- Discounts.
- Business affairs.
- Future plans.
- Other vital information items.

The above-referenced Information is a valuable, special, and unique asset of ACME. WEC agrees that WEC shall 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 ACME. WEC shall protect the Information and treat it as strictly confidential. A violation by WEC of this paragraph will be a material violation of this Agreement and will justify legal relief.

**7. UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that WEC has disclosed (or has threatened to disclose) Information in violation of this Agreement, ACME will be entitled to an injunction to restrain WEC 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. This provision does not prohibit ACME 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 WEC's employment. During such period, neither party shall make or permit the making of any public announcement or statement of any kind that WEC was formerly employed by or connected with ACME.

**9. NON-COMPETE AGREEMENT.** WEC recognizes that the various Information items 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 WEC, WEC 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, WEC will not directly or indirectly engage in any business competitive with ACME. 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 ACME for the benefit of a third party that is engaged in such business. WEC agrees that this non-compete provision will not adversely affect WEC's livelihood.

**10. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** WEC shall not be entitled to enter into any contracts or commitments for or on behalf of ACME without first obtaining the express written consent of ACME.

**11. TERM AND TERMINATION.** WEC's employment under this Agreement shall be for an unspecified term on an "at will" basis. ACME may terminate this Agreement upon two weeks' written notice or by WEC upon two weeks' written notice. If WEC violates this Agreement, ACME may terminate employment without notice and with compensation to WEC only to the date of such termination. The compensation paid under this Agreement shall be WEC's exclusive remedy.

**12. TERMINATION FOR DISABILITY.** ACME shall have the option to terminate this Agreement if WEC becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. ACME may exercise this option by giving thirty days' written notice to WEC.

**13. COMPLIANCE WITH EMPLOYER'S RULES.** WEC agrees to comply with all of the rules and regulations of ACME.

**14. RETURN OF PROPERTY.** Upon termination of this Agreement, WEC shall promptly deliver to ACME all property that is ACME's property or related to ACME's business (including, but not limited to, keys, shirts, technology, records, notes, data, memoranda, models, and equipment) that is in WEC's possession or under WEC'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 is 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 of this Agreement is invalid or unenforceable but that by limiting such provision, it would become valid or enforceable, then such provision will 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.** The laws of the State of Utah shall govern this Agreement.

**20. SIGNATORIES AND EXECUTION.** WHEREFORE, ACME, and WEC, through their duly authorized signatures below, hereby cause this Agreement to be fully executed. This Agreement is considered executed as of the date of last signature below.

**SIGNED BY ACME:**

**AGREED TO AND ACCEPTED BY WEC:**

<i>Name of Authorized Representative of ACME</i>	<i>Name</i>
<i>Authorized Signature</i>	<i>Authorized Signature</i>
<i>Date of Signature</i>	<i>Date of Signature</i>