**EMPLOYMENT AGREEMENT**

The parties to this Agreement, The ABC Inc. herein referred to as “the Employer” and Jim Smith hereby referred to as the “Employee” agree as follows:

1. Employee has a desire to and will undertake duties as an International Business Development Manager for the Employer.
2. Employer hereby employs, engages and hires employee for

its office located at 100 Main St, Englewood, CO 80111 to provide services to Employer’s clients.

1. Both parties hereby acknowledge that this agreement is

for no definite term, and that either party may withdraw from this agreement with or without notice for any reason. Both parties understand that all other conditions of this contract will survive termination of this agreement.

1. Employer shall pay Employee at a rate of $40,000 per

Year plus commission and bonus. Employee shall work a five day week Monday through Friday from 8:30 a.m. to 5:30 p.m. Additional hours and weekend travel may be requested from Employee from time to time as needed by Employer. Employee understands that company benefits including holiday pay, sick leave and medical benefits begin the first month after 90 days of continual service.

1. Trade Secrets. Employee shall not at any time or in

any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters affecting or relating to the business of Employer, including without limiting the generality of the foregoing, any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or has sold, its products, or any other information concerning the business of employer, its manner of operating, its plants, processes of other data. Without regard to whether all of the foregoing matters will be deemed confidential, material, or important, the parties hereto stipulate that as between them, the same are important, material, and confidential and gravely affect the effective and successful conduct of the business of Employer, and Employer’s goodwill, and that any breach of the terms of this paragraph shall be a material breach of this Agreement.

1. Noncompetition. Employee agrees that as a result of

their employment by Employer, they will possess unique knowledge of the business operations, confidential information, trade secrets, knowledge of customers, suppliers, and other business contacts of the Employer. Employee acknowledges that the Employer would suffer a great loss and irreparable injury if the Employee would compete with the Employer or disclose confidential information and trade secrets of the Employer.

1. Agreement Not to Compete. Employee hereby covenants and

agrees with Employer that during the employment period and for a period of three years thereafter, Employee will not, directly or indirectly, either individually or as an employee, principal, agent, owner, trustee, beneficiary, distributor, partner, co-venture, shareholder, consultant, or in any other capacity within 20 miles of the Employer’s location:

1. Canvass, solicit or accept from any person of

entity who is a customer of the Employer (any such person or entity is hereinafter referred to individually as a “Customer” and collectively as the “Customers”) any business in competition with the Business of the Employer or the successors or assigns of the Employer, including the canvassing, soliciting or accepting of business from any individual entity which is or was a Customer of the Seller within the three-year period preceding the date on which the canvassing, soliciting, or accepting of business begins.

1. Request or advise any of the Customers, suppliers,

or other business contacts of the Employer who currently have or have had business relationships with the Employer, within three years preceding the date hereof or within two years preceding the date of such action to withdraw, curtail or cancel any of their business relations with the Employer.

1. Induce or attempt to induce any employee, sales

representative, consultant or other personnel of the Employer to terminate their relationship or breach their agreements with the Employer.

1. Use, disclose, divulge or transmit or cause to be

used by or disclosed, divulged or transmitted to any third party, any information acquired by employee during employee’s ownership of stock of the Seller or during employment period which relates to the trade secrets and confidential information of the Seller or the Employer, except as may be required by law.

1. Participate in, become associated with, provide

assistance to, engage in or have a financial or other interest in any business, activity or enterprise which is competitive with the Business of the Employer or any successor or assign of the Employer. Any attempt to convert an account of the company’s for one’s own direct or indirect benefit shall incur a payment due to the company of $5,000.00 per account, which shall be considered liquidated damages to the company.

1. Confidential information. The parties agree that the

business connections, customer lists, marketing techniques, procedures, designs, specifications, know-how, technical information, operations and other aspects of the Employer’s business have been acquired, established and maintained at great expense, protected as confidential information and trade secrets and are of great value and will provide the Employer with a substantial competitive advantage in its Business. The parties further agree that as an employee of the Employer, Employee has had access to and has been entrusted with secret, confidential and proprietary information and that the Employer would suffer great loss and injury if Employee disclosed this information or used it to compete with the Employer. Therefore, Employee agrees that they will not, during the employment period and for a period of three years thereafter, directly or indirectly, either individually or as an employee, principal, agent, owner, trustee, beneficiary, distributor, partner, co-venturer, shareholder, consultant, or in any other capacity, use or disclose, or cause to be used or disclosed, any secret, confidential or proprietary information of the Employer, whether such information was owned by the Employer or developed by the Employer subsequent to, its relationship with Employee, and regardless of the fact that Employee may have participated in the discovery and development of that information

1. Reasonable Covenant. Employee agrees that the terms and

conditions of this restrictive covenant are reasonable and necessary for the protection of the Business, assets, trade secrets, confidential information and goodwill of the Employer. Employee further agrees that the consideration provided for herein as sufficient to fully and adequately compensate Employee for agreement to the foregoing restrictions.

1. Specific Performance. Employee acknowledges and agrees

that irreparable injury to the Employer may result in the event Employee breaches any covenant contained herein and that the remedy at law for breach of any such covenant will be inadequate. Therefore, if Employee engages in any act in violation of the provisions herein, Employee agrees that the Employer shall be entitled, in addition to such or under this Agreement, to injunctive relief to enforce the provisions under this agreement.

1. Common Law of Torts and Trade Secrets. The parties

agree that nothing in this Agreement shall be construed to limit or negate that common law of torts and trade secrets where it provides the Company with broader protections herein.

1. Employee will promptly disclose and assign to

Employer, free from any obligation to Employee, every invention, product, process, apparatus, or design that Employee, individually or jointly, during the term of their employment with the Employer or during a period of 36 months after termination of such employment, may invent, discover, conceive or originate, relating in any way to Employer’s business, or that result from or may be suggested by any work Employee may do for Employer or at Employer’s request. Employee will, without expense to themselves, fully cooperate with Employer in applying for and securing in the name of Employer patent or patents with respect to the disclosed discoveries for which Employer may desire patent protection. Employee will promptly execute all documents presented to them for signature by Employer to enable Employer to secure such patent protection and to transfer legal title therein, together with any patents that may be issued thereon, to Employer.

1. Binding Effect. This Agreement shall insure to the

benefit of and be binding upon the parties hereto, their heirs, representatives, successors, and assigns.

1. Severability. In the event that any portion of this

Agreement may be held to be invalid or unenforceable for any reason, the parties agree that said invalidity or unenforceability shall not affect the other provisions of this Agreement and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect in any Court of competent jurisdiction may so modify or amend the objectionable provisions so as to make it valid, reasonable and enforceable.

1. Governing Law. This Agreement shall be governed and

constructed in accordance with the laws of the State in which the Employer is located.

1. Amendment. This Agreement may be amended in whole or

in part only by written consent of both parties. Such amendment shall be in writing and shall be effective as of the date then determined by the parties and shall supersede any provisions herein contained, which are in conflict.

1. Captions. The captions and titles herein are for

convenience only and are not intended to include or conclusively define the subject matter of the text. All pronouns and references thereto shall refer to the masculine, feminine and neuter genders, singular or plural, as the identification of persons, firms, or corporations may require.

1. Notices. All notices, requests, demands or other

communications hereunder shall be in writing and shall be deemed to have been given if delivered or mailed first class, postage prepaid, to the parties last known address. In the event of a lawsuit to enforce any provision contained herein, both parties agree to submit such dispute to binding arbitration.

1. Counterparts. This Agreement may be executed in one or

more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

1. Attorney’s Fees. In the event of a default by either

party, the prevailing party shall be entitled to recover reasonable attorney’s fees and other costs incurred in connection with such default.

1. Employee’s Representation. Employee represents and

certifies that they have; 1) received a copy of this Agreement for review and study before being asked to execute it; 2) read this Agreement carefully; and 3) had the opportunity to consult an attorney regarding the entire contents of this Agreement and understands its provisions, has determined that it is in their best interest to execute this Agreement having fully now agreed that these terms are reasonable and enforceable upon them should there be a breach of this Agreement on their part.

1. Employee hereby agrees that the fist 90 days of their

employment is considered a probationary period. Employee hereby grants Employer the right to deduct from wages or through ACH debit any monies owed to the company. Employee grants the company authorization to conduct any background checks or credit history reviews as the company deems necessary. Employee understands and stipulates that the Employer may review and monitor any communications, internet usage or emails viewed, sent or received during working hours from Employers location. Employee further understands that Employer prohibits the personal use of Employers systems, internet, and phones during working hours. Employee is further prohibited from using a personal cell phone for personal business except on scheduled breaks.

1. Employee must pay for any travel expenses in advance

and will be reimbursed by the company upon presenting the receipts for travel. The Employer will reimburse the Employee for all airfare, taxi, shipping and hotel expenses for completed trips. Meals are the responsibility of the Employee. Should Employee leave the company for any reason prior to completing a trip, the Employee agrees that the Employer will not be held responsible or liable for the value, cost, reimbursement or usability of any unused airline tickets or prepaid expenses.

1. Any sales that are reversed will result in a reversal

of commissions. Commissions are paid the 15th of the month for any sales completely funded in the previous month. All commissions will be on an independent contractor basis and reported on a 1099 form at the end of the fiscal year.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2016.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer

COMPANY BENEFITS/COMMISSIONS

Employee will be eligible for the following after 90 days of continual service. To participate in company benefits programs the employee must maintain a good performance and timeliness record.

1. Paid holidays include New Years Day, Memorial Day, July Fourth, Labor Day, Thanksgiving, and Christmas Day.

2. Employee will be eligible for one sick day for every three months of continual service following 90 days of employment. Unused sick days may be accumulated, carried over, or can be exchanged for pay if not used after every 3 months.

3. Employee will receive one week of vacation after one year of continual service.

4. Paychecks will be issued electronically every Tuesday for the previous weeks earnings. Bonuses are paid the 15th of the month for the pervious month’s business. Employee must be currently employed to receive bonuses or commissions for the previous months sales.

5. Total monthly commissions earned will be reduced by 5% for every unpaid workday missed.

Benefits, compensation plans and company policies may be changed by the company at any time.

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Employee Date

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Employer Date