

EXHIBIT A
COMPENSATION SCHEDULE
For the Period Beginning xx/x/xx

1. COMPENSATION

- A. Employee will be compensated on a salaried basis, and will also be eligible to earn commissions and special incentives.
- B. Commissions: A commission is earned when the company receives “Net Cash” for a placement initiated by the employee and any guarantee period is successfully completed. Net Cash is defined as the placement fee paid, less any adjustment, fall-offs, deductions, refunds or fees for legal collection. Commissions will be calculated according to the Commission Schedule.
- C. Special Incentives: From time-to-time the Company may, at its sole discretion, offer special incentives, such as bonuses, contests or other special awards or prizes. Any such opportunity for incentive compensation will be provided to the Employee in writing.

2. DRAW and SALARY

- A. Employee will be paid on a monthly basis a guaranteed salary of \$2000.00 per month, subject to all withholdings required by law.
- B. We understand that commissions are, at times, earned on an unpredictable basis. To provide you a steady flow of income, the Company will advance to you a monthly draw against earned commissions. This draw allowance is an advance payment on future earned commissions. **The draw allowance is not a salary and you are not entitled to retain any draw payments that are not subsequently earned through commissions as described below.**
- C. Salary and draws allowances will be paid on the 15th of each month (or the first business day preceding if such date falls on a weekend or holiday).

3. COMPENSATION PAYMENTS

- A. If year-to-date earned commissions exceed year-to-date draw payments, the excess may be distributed (Employee’s decision) by the last day of the month after which the commissions are earned. In order to prevent future overdraw situations, the Company reserves the right, at its discretion, to withhold earned commissions in an amount not to exceed two (2) months’ draw allowances

- B. Employee will be assigned a monthly billing target no less than four times the total of Employee's monthly draw allowance and salary. The monthly billing target is subject to change at the Company's discretion.
- C. If Employee is not meeting the assigned monthly billing target, then at the sole option of management, Employee's draw allowance may be adjusted downward.
- D. At year-end a final calculation will be made and the total annual Net Cash received will determine the levels and percentages of commissions to be paid on all Net Cash received for the calendar year.
- E. Any compensation earned in excess of draws, commissions or bonuses previously paid, will be paid no later than January 31 of the subsequent year.

4. OVERDRAWS

An overdraft exists when compensation which had been paid (whether by draw, bonus, commission, management pay, special incentive or any other pay except salary) exceeds compensation that has been earned. An overdraft may also arise due to a charge-back or fall-off. In the event an overdraft exists:

- A. Earned commissions from billings not yet paid will be applied to clear the overdraft.
- B. The Company may adjust future draw allowances downward as Company deems necessary.
- C. Any future commissions earned will first be applied to the existing overdraft until such time as the overdraft is eliminated.
- D. Any management pay, bonuses, or other special incentives earned by Employee will first be applied to eliminate the overdraft.
- E. Any overdraft still existing at year-end will be carried over to the next year. Any compensation, other than salary, earned in excess of the draw for the following year will be applied first to eliminate the prior year's overdraft.
- F. The Company may require that an overdraft be repaid or that a promissory note be signed as a condition of continued employment.

- G. Upon termination of employment, for any reason, either voluntary or involuntary, all overdraw amounts will become immediately due and owing the Company, and Employee promises to repay the same. In the event Employee fails to repay Company immediately upon termination of employment all overdraws due the Company, or otherwise fails to give additional assurances satisfactory to the Company that such payments will be made, Employee agrees to be responsible for and shall pay Company, without limitation, its fees and expenses incurred to collect the overdraw, including all reasonable attorneys fees, court cost, and business expenses, plus interest on the principal at the maximum rate allowed by law.

5. COMMISSIONS UPON TERMINATION

- A. Upon termination of employment, for any reason, either voluntary or involuntary, Employee shall be entitled to receive only commissions earned through the date of termination as more fully described in this section.
- B. For the purpose of determining commissions earned by a terminated Employee, the Employee shall be entitled to commissions only for any placement for which all three (3) of the following conditions have occurred:
 - 1. The candidate(s) has / have actually begun work for the customer as of the date of termination of Employee's employment;
 - 2. Cash for such placement is received by the Company within ninety (90) days of the initial invoice date and the cash is collected without outside collection or any legal processes; and
 - 3. The candidate(s) placed by the Employee completes the guarantee period.
- C. Payments on commissions earned in accordance with Section 5(B) will be made within 90 days after all requirements are met, including the fulfillment of the guarantee period.
- D. During the period following termination of employment, any fall-offs or terminations will be charged back and will be offset against any amounts due. It is the intent of this plan to only pay on "paid for" business.
- E. Any compensation earned but not yet received by Employee may be withheld until a final accounting can be determined and may be set-off against any outstanding overdraw. Compensation earned but not yet payable as defined in paragraph A may not be asserted by Employee as a set-off against overdraw after three months from the date of termination of employment.

6. EFFECTIVE TERM OF COMPENSATION SCHEDULE

This Compensation Schedule shall supersede and replace any earlier Compensation Schedule or other similar agreements. This Compensation Schedule is effective, beginning **xx/xx/xxxx** and will remain in effect until such time as modified in writing signed by Employee and Company.

I have read and understand this compensation schedule and agree that nothing in this document alters the at-will employment relationship between myself and somecompanyname goes here.

Name: _____

Date: _____

EXHIBIT B
COMMISSION SCHEDULE
Beginning 10/3/05

- 1) **SALARY:** \$2000 per month
- 2) **DRAW:** **TBD** per month
- 3) **COMMISSION:**

Earned Commissions from placements initiated by Employee are calculate as follows:

- A) Employee earns commissions on a calendar year basis, and commissions are calculated on a monthly basis based on the year-to-date Net Cash basis;
- B) A Quota of \$9,000 must be met on a quarterly basis;
- C) Quotas are “Cumulative” and the Cumulative Quota must be met before commissions are earned;
- D) If Cumulative Quota is not met, the “Quota Deficit” is carried forward to subsequent periods;

<u>Level</u>	<u>Net Cash In (\$)</u>	<u>Commission Percentage Paid on Net Cash In the Respective Ranges</u>
	\$ 0 < \$ * Quota	0%
I	\$ * Quota < \$ 150,000	40%
II	\$ 150,001 < \$250,000	45%
III	\$250,001 < \$350,000	50%
IV	\$350,001 +	55%

* **Quota** is cumulative, and therefore, the Cumulative Quota will change quarterly. The Cumulative Quotas for each Quarter are as follows:

Quarter 1 = \$9,000
Quarter 2 = \$18,000

Quarter 3 = \$27,000
Quarter 4 = \$36,000

SPECIAL \$250,001.00 BONUS:

If net cash received in a calendar year from personal placements made by Employee reaches \$250,001.00 Employee will receive a bonus of \$20,000.95.

I have read and understand this commission schedule and agree that nothing in this document alters the at-will employment relationship between myself and somecompanyname goes here.

Name: _____

Date: _____