

Employment Agreement

This Agreement made and entered into this ____ day of _____, 20__, by and between National Healthy Student Alliance, Inc (referred to "NHSA"), and _____ (referred to "employee" or "contractor"). NHSA and the Employee are sometimes collectively referred to below as "the Parties."

DURATION OF EMPLOYMENT

The term of employment shall be commencing on _____, 20____, and terminating _____, 20____, subject, however, to prior termination as otherwise provided herein.

RECITALS

- A. NHSA wishes to hire the Employee and the Employee wishes to accept an employment position with NHSA.
- B. NHSA and the Employee desire to enter into this Employment Agreement to define the terms and conditions of the Employee's employment with NHSA.
- C. The Employee shall at all time act with an extreme measure of candor, unselfishness, loyalty, and good faith and fair dealing towards NHSA. The Employee shall also take all reasonable steps to protect NHSA and to act in NHSA's best interest. Employee acknowledges that they have no ownership or managing interests in NHSA and must reflect that to the public accordingly.
- D. The Employee understands that it is a condition precedent to the Employee's employment with NHSA that the Employee read, sign, and complies with this Employment/Contractor Agreement.

AGREEMENTS

In consideration of the Employee's employment or continued Employment with NHSA, as well as the mutual promises and agreements contained in this Employment Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. Employment and Contract Work

- 1.1 Acceptance. The Employee hereby accepts NHSA's offer of employment and or contract work. The Employee agrees to devote its full professional time to performing its duties and responsibilities to the best of its ability under this Employment Agreement and in accordance with all of NHSA's policies and procedures.
- 1.2 At-Will Status. The Employee understands and agrees that its employment with NHSA is not guaranteed for any term or length of time. Rather, NHSA may terminate the Employee's employment at anytime and for any reason.
- 1.3 Job Title, Job Purpose, and Duties. The Employee's initial job title, job purpose, and duties is as follows:
 - Job Title: Sponsorship Representative
 - Job Purpose: Builds and obtain sponsorships for NHSA by locating, developing, negotiating, and closing business relationships to obtain revenue for the 1st Annual Healthy Student Conference.

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- Duties:
 - (a) Identifies and develop potential sponsors for NHSA by contacting key personnel and company personnel to get revenue for 1st Annual Healthy Student Conference.
 - (b) Initiates sponsorship process by building relationships; follow up and meet with sponsors; schedule appointments.
 - (c) Develops sponsorship by making initial presentation; explaining NHSA goals to potential sponsors.
 - (d) Develops and preparing sponsorship paperwork. Maintain sponsor contact lists.
 - (e) Maintains sponsorship company data by updating account information.
 - (f) Negotiate with the sponsors to secure the revenue.
 - (g) Follow up with the sponsors on a regular basis to ensure customer satisfaction.
 - (h) Attend NHSA meetings.
 - (i) Make certain that sponsorship payments are **cash or checks as form of payment and checks shall be made payable to National Healthy Student Alliance, Inc.**
 - (j) Attend the 1st Annual Healthy Student Conference to greet, meet, and aid the sponsors.

2. Compensation

2.1 Commission Only. The Employee acknowledges that it is aware that this position is compensated by commission only.

2.2 As compensation for all services to be rendered pursuant to this Agreement to or at the request of NHSA, NHSA agrees to pay Employee a salary of 15% (fifteen percent) per sponsorship contract that Employee receives money from.

2.3 Commission-Based Compensation. The Employee hereby agrees that it will receive commission-based compensation in exchange for its services to NHSA.

2.4 Compensation Change. NHSA may change the Employee's compensation at the beginning of each month by providing written notice to the Employee.

2.5 NHSA shall reimburse reasonable and necessary expenses actually incurred upon receipt of an expense report with supporting documentation (receipts) that was approved in advance by NHSA.

2.6 No travel or lodging expense shall apply for within a 25 (twenty five) mile radius of downtown City _____ Florida, all such expenses in excess of \$25 (twenty five dollars) and travel or lodging plans must be approved in advance by NHSA.

3. Termination

3.1 Termination for Any Reason. Notwithstanding any other provision of this Employment Agreement or any other oral or written agreement between the Parties, either Party may terminate this Employment Agreement for any reason, effective immediately, by providing written notice to the other Party. The Parties expressly acknowledge that the Employee's employment with NHSA is terminable at-will by the Employee or NHSA.

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3.2 Termination for Cause. NHSA shall have the right to terminate this Employment Agreement and discharge the Employee immediately and without any written notice "for cause." For purposes of this Employment Agreement, "for cause" shall mean any of the following:

- (a) a willful or material breach of any material term or condition of this Employment Agreement;
- (b) conviction of or entry of a plea of guilty or nolo contendere to a felony;
- (c) any act of fraud, conversion, misappropriation (including unauthorized use or disclosure of confidential or proprietary information of NHSA) or embezzlement;
- (d) failure or refusal to perform duties as required by this Employment Agreement or as directed from time to time by NHSA; or
- (e) gross negligence, insubordination, or material violation of any duty of loyalty to NHSA.

4. Contract for Services

Upon signing this portion of the Employee/Contractor agreement, you agree that you are **NOT** being hired as an employee in the traditional sense. While we have hired you to perform services for NHSA, your status is that of a 1099 Independent Contractor. By signing this document, you acknowledge that you have certain specific and different responsibilities to both this company and other Government Agencies than do other W2 employees. This agreement, where applicable, will supersede the "standard" Employee Agreement attached herein. However, provisions in the Employee/Contractor Agreement, where applicable, will also apply and be enforceable to all independent contractors.

NHSA will **NOT**:

- (a) Withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or
- (b) Withhold State or Federal income tax from Contractor's payments or make State or Federal unemployment contributions on Contractor's behalf. Contractor agrees to pay all applicable taxes related to the payment for performance of services under this contract. This includes but may not be limited to Social Security, Medicare and self-employment taxes. Contractor will also pay any unemployment contributions related to the payment for performance of services under this contract.
- (c) If contractor is required to pay any Federal, State, or local sales, use and property or value added taxes based on payments received for the services provided under this agreement, the taxes shall be separately billed to NHSA.

5. Records and Documents Belonging to NHSA

All books, records, files, forms, reports, accounts, audits, intellectual property, papers and documents and copies thereof relating in any manner to NHSA or its business, clients, lender, suppliers, or customers, whether prepared by the Employee or anyone else, is the exclusive property of NHSA and shall be returned immediately to NHSA upon termination of employment or upon NHSA's request at any time.

6. Confidential Information

All information about NHSA's business and affairs that is not generally available to the public constitutes "Confidential Information." Accordingly, the Employee agrees that, except as required by law, the Employee will forever keep all Confidential Information which shall come into the Employee's possession, and that the Employee will not disclose the same to any other person, business entity, or other organization. The Employee further agrees that it will not use any

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Confidential Information for its own benefit, or directly or indirectly for the benefit of any person, business entity, or organization other than NHSA.

7. Non-Solicitation

The Employee agrees that, while this Employment Agreement is in effect and for a period of one year following the date that this Employment Agreement is terminated or the Employee separates from employment with NHSA, the Employee will not, directly or indirectly, induce any client, customer, or lender of NHSA to patronize any similar business that competes with NHSA; canvass, solicit, or accept any similar business from any client, customer, or lender of NHSA; request or advise any client, customer, or lender of NHSA to withdraw, reduce, or cancel business with NHSA; or engage in any other business activities that compete, or solicit business away from, NHSA.

8. Antipiracy Covenant

The Employee agrees that, while this Employment Agreement is in effect and for a period of one year following the date that this Employment Agreement is terminated or the Employee separates from employment with NHSA, the Employee shall not directly or indirectly hire, recruit, or assist others to hire or recruit, for any purpose any person who is (or was during the one-year period immediately preceding such attempted hiring or recruitment) employed by NHSA, or otherwise induce or assist others to induce any then current employee of NHSA to terminate their employment with NHSA.

9. Breach

The Employee agrees that every issue discussed in this Employment Agreement is important, material, and substantially affects the effective and successful conduct of NHSA, including its reputation and goodwill. The Employee further agrees that any breach of this Employment Agreement will result in substantial and irreparable injury to NHSA, and that the Employee will be responsible to pay to NHSA all damages (including, but not limited to, compensatory, incidental, consequential, and lost profit damages) which arise from the breach, together with interest, costs, and NHSA's reasonable attorneys' fees. This section does not limit any other remedies available to NHSA at law or in equity.

10. Severability

If a Court of competent jurisdiction determines that any provision of this Employment Agreement is illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any provision in this Employment Agreement shall not affect any other provision, and therefore this Employment Agreement shall remain in force.

11. No Waiver

NHSA may waive a provision of this Employment Agreement only in writing. The Employee may not rely upon any oral representations as to a waiver of any provision of this Employment Agreement. NHSA's waiver of any breach of this Employment Agreement may not operate or be construed as a waiver of any subsequent breach by the Employee.

12. Representation of Understanding

By entering into this Employment Agreement, the Employee represents that it has, or could have, relied upon the advice of its attorneys, who are the attorneys of its own choice, concerning the legal consequences of this Employment Agreement; that the Employee has completely read the terms of this Employment Agreement; and that the Employee fully understands and voluntarily accepts the terms of this Employment Agreement.

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13. Effectiveness

This Employment Agreement shall become effective, and binding upon the Parties, immediately after both Parties signs this Employment Agreement.

14. No Partnership

This agreement does not constitute or create a partner relationship. Said Contractor has no authority to enter into contracts on NHSA behalf.

15. Modifications/Notices

This agreement is binding as is. This agreement may be modified only after the modification is signed and dated by all interested parties. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- In person
- By certified mail, and or
- By overnight courier

16. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the county of Palm Beach in the state of Florida.

IN WITNESS WHEREOF, the parties hereto have duly executed this Employment Agreement as of the date first above written.

National Healthy Student Alliance, Inc. (NHSA):

Employee:

Name

Employee Name

Title

Employee Address

Signature

Phone Number

Date

Employee Signature

Date

Initials: _____