

Disclaimer: This is an employment agreement that was created by our attorney. We utilize a version of this agreement and operate in the state of IL. Lynde Consulting is not a law firm and provides this information only as an example. We strongly advise you to contact your attorney before entering into any legal contract! We only hope this will give you ideas to discuss with a licensed attorney in your state.

EMPLOYMENT AGREEMENT

This agreement made this ____ day of _____, 20____ between Lynde Consulting, LLC (hereinafter “Lynde Consulting”) and _____, (hereinafter “Employee”) is for the purpose of establishing an employment relationship.

Whereas Lynde Consulting is a limited liability company duly organized and registered in the State of Illinois engaged in the business of providing communications consulting services to business entities.

Whereas Lynde Consulting desires to employ Employee and Employee wishes to accept such employment on the terms and conditions recited below.

Now therefore, the parties agree as follows:

1. Definitions

A. “Prospect” means each business entity referred to Lynde Consulting by Employee as a potential client.

B. “Client” means each Prospect accepted by Lynde Consulting who enters into an agreement whereby Lynde Consulting provides communications consulting services to the Prospect.

C. “Referral Date” means the date of transmission of a Prospect by written document or email by Employee to Lynde Consulting.

D. “Initial Transaction” means the first agreement entered into between a Communications Carrier and a Client referred to Lynde Consulting by Employee.

E. “Existing Client” means any Client for which Lynde Consulting has provided communications consulting services within the period of 1 year prior to the Referral Date of a Prospect or who has received services from a communications carrier provided by Lynde Consulting within the period of 1 year prior to the Referral Date of a Prospect.

In the event that a Client renews a term of service with a Communications Carrier provided by Lynde Consulting, that Client shall be deemed an Existing Client and Lynde Consulting shall not be obligated to pay Employee any commission for the renewed service term.

F. "Communications Carrier" means any business entity providing telephone, facsimile, internet, intranet, data transfer, network, or any other communications services.

2. **Title:** Employee shall have the following title: Senior Consultant

3. **Rights and Responsibilities**

A. Lynde Consulting, at its own discretion and for any reason, shall have the right to accept or refuse Prospects referred by Employee.

B. This Employment Agreement does not grant an exclusive right to the Employee to act as sole referrer on behalf of Lynde Consulting.

C. If Lynde Consulting accepts as a Client any Prospect referred by Employee, Employee shall be entitled to a commission, subject to the terms set forth in Section 7.

D. All referrals must be sent to Lynde Consulting via email and must contain the following:

- 1) Prospect's company name
- 2) Name of Prospect's current Communications Carrier
- 3) Phone number and email of Prospect's current Communications Carrier

E. Lynde Consulting reserves the right to change the commission schedule as set forth in Section 7 upon ten days written notice to Employee. In the event that Lynde Consulting changes the fee schedule, Employee will continue to receive a commission at the original rate set forth in Section 7 for all referrals received by Lynde Consulting prior to Lynde Consulting notifying Employee of the change. All subsequent commissions will be at the new rate.

F. Employee shall be responsible for:

- 1) identifying and securing new Prospects;
- 2) negotiating with Communications Carriers on behalf of the Client;
- 3) communicating with equipment providers, IT resources, etc. on behalf of the Client;
- 4) maintaining communication with Clients throughout the sales process;
- 5) closing any sales opportunity;
- 6) submitting the order and supporting information to the Communications Carrier;
- 7) presenting recommendations to a Prospect or Client;
- 8) overseeing the project management of the order;
- 9) auditing invoices;
- 10) ensuring that each Client is satisfied throughout the sales transaction.
- 11) ensuring that each Client is satisfied throughout the initial carrier contract term.

G. Additional Expectations of Employee:

In addition to meeting the sales quota in Section 4 and the responsibilities listed in Subsection F of this Section 3, the Employee shall:

- 1) Work 7:45 a.m. to 5:00 p.m. Monday through Friday. This is a minimum work schedule. The Employee may be required to work additional hours as required and directed by Lynde Consulting;
- 2) Set a minimum of two qualified appointments per week in addition to the fifteen appointments set for Employee by Lynde Consulting per month;
- 3) Maintain a closing ratio of 25%;
- 4) Maintain a four to six week average sales cycle;
- 5) Submit typed assessment questionnaires to Lynde Consulting within forty eight hours of each meeting;
- 6) Notify Lynde Consulting before 7:45 a.m. if the Employee is unable to work or expects to be late for work;
- 7) Notify Lynde Consulting two weeks in advance of any requested time off;
- 8) Learn the CRM tool and update opportunities daily;
- 9) Prepare and update sales funnels and forecasts for weekly one on one meetings with Lynde Consulting;
- 10) Prepare for weekly team meetings;

4. Quota: Employee shall be meet a monthly sales quota of \$28,000. Said quota shall be defined as the sum of anticipated net revenue over the term of the Initial Transaction for all Clients secured by the Employee in a given month.

5. Salary: Employee shall receive an annual base salary of \$37,200, plus commission and bonuses as described in Section 7, 8, 9, and 13 below.

6. Signing Bonus: Lynde Consulting shall pay a signing bonus to Employee in the amount of \$6000. Lynde Consulting shall pay \$2000 after the first month of employment, \$2000 after the third month of employment, and \$2,000 after the sixth month of employment. Lynde Consulting shall not be liable to pay the balance of the signing bonus in the event that this Agreement is terminated before the balance is due.

7. Commission

A. If within 180 days of the Referral Date, the Prospect becomes a Client of Lynde Consulting, then a commission shall paid by Lynde Consulting to Employee, so long as:

- 1) Prospect is not an Existing Client as defined in Section 1; and
- 2) Prospect has not been referred to Lynde Consulting by any other person,

Agent, or referring party within 180 days prior to the Referral Date.

B. The Commission shall be based on a percentage of the anticipated net revenue Lynde Consulting expects to be paid by a Communications Carrier and the Client for services provided to Client over the contract term of the Initial Transaction, as described in Subsection C, below. The commission shall be based on the anticipated net revenue at the time of the sale. The anticipated net revenue is based on the commission paid by the Communications Carrier and the consulting fee paid by the client.

C. Commission shall be calculated monthly as follows, except as described in Subsection D below:

1) 10% of the sum of anticipated net revenue over the term of the Initial Transaction where the sum of the anticipated net revenue from sales attributable to Employee for that month is \$0 to \$25,000.

2) 12% of the sum of anticipated net revenue over the term of the Initial Transaction where anticipated net revenue over the term of the Initial Transaction from sales attributable to Employee for that month are \$25,000 to \$31,250.

3) 14% of the sum of anticipated net revenue over the term of the Initial Transaction where the sum of the anticipated net revenue from sales attributable to Employee for that month is \$31,251 or more.

D. Lynde Consulting may, from time to time, refer Prospects to Agent. In the event a Prospect referred by Lynde Consulting to Agent becomes a Client, the anticipated net revenue over the term of the Initial Transaction will be reduced by 25% for purposes of calculating the commission due to Employee.

E. Lynde Consulting shall pay the commission as follows:

1) as a lump sum payment due on the 18th day of the month following the month that Lynde Consulting receives the commission payment from the Communications Carrier.

2) as a lump sum payment due on the 18th day of the month following the month that Lynde Consulting receives a consulting fee from the Client.

F. Lynde Consulting shall not be required to pay Employee a commission in the event that a Communications Carrier fails or refuses to pay a commission to Lynde Consulting and/or a Client fails or refuses to pay a consulting fee to Lynde Consulting after the Initial Transaction.

G. In the event this Agreement is terminated, except for termination due to breach, Lynde Consulting shall pay Employee any commission due to Agent. Lynde Consulting shall not be obligated to make any payments to Employee after six months from the date of termination.

H. If Employee breaches any term of this Agreement, Lynde Consulting shall have no obligation to pay Employee any commission due from the date of the breach.

8. Additional Commission: Employee shall receive an additional commission of 6% of the sum of anticipated net revenue over the term of a given Initial Transaction where the Employee set the first appointment.

9. Commissions from Third-Party Vendors: The parties recognize that, from time to time, Lynde Consulting receives commission from third party vendors who sell phone and other communications systems to Clients. Any commission received by Lynde Consulting from a third party vendor for phone and other communications systems shall be included as part of the commission described in Section 7.

Employee is prohibited from selling phone or other communications systems provided by a third party vendor for personal gain. All commission for sales of phone or other communications systems provided by a third party vendor shall be paid to Lynde Consulting.

10. Advances/Draws Against Commission: Lynde Consulting shall pay to the Employee advances or draws against his commission in an amount not to exceed \$1500 per month for six months after the date of execution of the Agreement upon request by the Employee. Said payments shall be an advance of future commissions. All advances are subject to a reduction in future commissions earned or requests for reimbursement from Lynde Consulting.

11. Commission Disputes

Employee may dispute the amount of a commission. Employee must dispute the fee in writing no later than thirty days after the commission has been paid.

12. Chargeback/Pay back: In the event that a Client terminates services with a communications carrier or has its service terminated by the Communications Carrier before their 6th billing date, Lynde Consulting shall charge back to Employee the entire amount of any commission paid to Employee. The amount charged back shall be applied against future commission due to Employee.

If a Communications Carrier does not install services to a Client for any reason within three months of the date the agreement is entered into between the Client and the Communications Carrier, Lynde Consulting shall charge back to Employee the entire amount of any commission paid to Employee. The amount charged back shall be applied against future commission due to Employee. Lynde Consulting shall pay back the commission to Employee when the services are installed.

In the event that a Client terminates its services, has its services terminated, or fails to have services installed as described in paragraphs one and two of this Section 10 and this Employment Agreement is terminated before the entire amount of the commission is charged back, Employee shall pay back, and be liable to Lynde Consulting for, the balance of the commission paid to Employee by Lynde Consulting for securing that Client.

13. Bonus: Lynde Consulting shall pay Employee a quarterly bonus of \$500 if in each month of the quarter, the sum of the anticipated net revenue over the term of the Initial Transaction for sales attributable to Employee exceeds \$75,000 but is less than \$100,000.

Lynde Consulting shall pay Employee a quarterly bonus of \$1000 if in each month of the quarter, the sum of the anticipated net revenue over the term of the Initial Transaction for sales attributable to Employee exceeds \$100,000 but is less than \$125,000.

Lynde Consulting shall pay Employee a quarterly bonus of \$2,000 if in each month of the quarter, the sum of the anticipated net revenue over the term of the Initial Transaction for sales attributable to Employee exceeds \$125,000.

Lynde Consulting shall pay the bonus within thirty of the last day of the quarter in which the bonus is earned.

Quarters shall be defined as follows:

- 1st quarter is January 1 to March 31;
- 2nd quarter is April 1 to June 30;
- 3rd quarter is July 1 to September 30;
- 4th quarter is October 1 to December 31.

14. Benefits:

A) The Employee shall receive three weeks paid vacation. The Employee shall also receive six paid holidays. Said vacation and holidays do not effect or reduce Employee's monthly quota obligation.

B) Lynde Consulting shall not be required to provide health insurance for the Employee. In the event that State of Federal law requires Lynde Consulting to provide health insurance for the Employee, Employee's annual salary shall be reduced by the amount of the monthly insurance premium payments for the Employee's plan.

15. Expense Allowance: Employee shall not receive any expense allowance or reimbursement for mileage

16. Covenants not to Compete:

A. During the term of this Agreement and for a period of 24 months after the Agreement terminates, Employee agrees not to engage in any conduct or action which directly or indirectly solicits any Client to terminate its service with a Communications Carrier provided by Lynde Consulting prior to the expiration of Client's service agreement.

B. During the term of this Agreement and for a period of 24 months after the Agreement terminates, Employee agrees not to contact or solicit any existing Client for the purpose of encouraging or inducing such Client to terminate its relationship with Lynde Consulting or to move to another provider of similar services.

17. Term and Termination/At Will Employee:

A. This Agreement shall commence on the date of execution and continue with no fixed termination date until either party gives notice as required in Subsection B below or until the Agreement is otherwise terminated for cause or due to a breach.

B. Either party may terminate this Agreement at any time and for any reason upon 30 days written notice. This is an "at will" employment arrangement and, as such, no cause is required by either party for termination hereof.

C. This Agreement shall terminate upon a breach of any of its terms by either party.

18. Indemnification: Employee shall indemnify and hold harmless Lynde Consulting from and against any and all claims, demands, causes of action, losses, damages, costs and expenses, including attorneys fees (collectively hereinafter "claims") arising out of or in any manner relating to Employee's breach of any of the terms of this Agreement, including but not limited to any claims arising from actions taken by Employee to directly or indirectly solicit any Client to terminate its service with a communications carrier provided by Lynde Consulting prior to the expiration of Client's service agreement.

Lynde Consulting reserves the right to withhold payment of any commission due any Employee under this Agreement in order to recover expenses for claims and/or set off the amount of any claims against any referral fee due Employee under this agreement.

19. Confidential Information: Employee acknowledges that all information disclosed by Lynde Consulting to Employee is confidential, including but not limited to client lists, pricing, methods, and processes (collectively hereinafter “Confidential Information”) and shall be held in the strictest confidence. Employee agrees not to use any Confidential Information for Employee’s own purposes or benefit or to provide access to any Confidential Information to any third party at any time during the term of this Agreement or after the Agreement is terminated.

20. Damages

A. General Breach: In the event of breach of any term of this Agreement other than Section 16, the Employee shall be responsible for Lynde Consulting’s actual damages, as well as any incidental or consequential damages. Lynde Consulting will also be entitled to reasonable attorney’s fees.

B. Breach of Confidentiality: The parties agree that a breach of Section 16 would result in irreparable injuries and would result in damages difficult to assess. Accordingly, a breach of Section 16 is subject to liquidated damages in the amount of \$10,000. Lynde Consulting will also be entitled to reasonable attorney’s fees.

C. Equitable Remedies: Nothing in Subsections A or B above operates to bar Lynde Consulting from seeking equitable remedies for breach of any term of this Agreement, including seeking an injunction to prevent further breach.

21. Assignment: Neither party shall transfer or assign, directly or indirectly, this Agreement or its rights and obligations without the express written permission of the other party.

22. Certain Sections Invalid: If any provisions in this Agreement are held by a court of competent jurisdiction to be invalid, they are to that extent to be omitted and the remaining provisions of this agreement shall remain in full force and effect.

23. Entire Agreement: This Agreement constitutes the entire Agreement between both parties and may be amended only in a writing signed by all parties to this Agreement.

24. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

25. Miscellaneous: The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Lynde Consulting, LLC
5183 Harlem Rd., Suite 8
Loves Park, IL 61111

Employee Name: _____
Address: _____
City, State, Zip: _____

By: _____
Brad Lynde, President

Employee Signature

Date: _____

Date: _____