



## ACCOUNT EXECUTIVE AGREEMENT

This Agreement, dated effective \_\_\_\_\_, 2009, is made and entered into by and between Constructionplace.com, Inc., a California corporation ("the Company") and \_\_\_\_\_ ("AE").

### I. SCOPE OF WORK.

- 1.1. **SERVICES.** The Company operates an Internet business. AE will promote the Company's services to specifically and demographically targeted clients in accordance with the approved marketing plan and shall submit weekly Sales Activity Reports to the Company.
- 1.2. **TIME AND AVAILABILITY.** AE shall have discretion in selecting the dates and times it performs such services throughout each month giving due regard to the needs of the Company's business.
- 1.3. **OUTSIDE SERVICES.** AE shall not use the service of any other person or entity in the performance of AE's duties without the prior written consent of the Company.

### II. INDEPENDENT CONTRACTOR.

- 2.1. **INDEPENDENT CONTRACTOR.** AE is an independent contractor and is not an employee, partner or co-ventures of, or in any other service relationship with the Company. The manner in which AE's services are rendered shall be within AE's sole control and discretion. AE is not authorized to speak for, represent, or obligate the Company in any manner without the prior express written authorization from the Company.
- 2.2. **TAXES.** AE shall be responsible for all taxes arising from compensation paid under this Agreement. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Company on behalf of AE. AE understands that it is responsible to pay, according to law, AE's taxes, and AE shall, when requested by the Company, properly document to the Company that any and all federal and state taxes have been paid.
- 2.3. **BENEFITS.** AE and AE's employees will not be eligible for, and shall not participate in, any fringe benefit plan of the Company. The Company will obtain no workers' compensation insurance covering AE.

### III. COMPENSATION

- 3.1. **COMPENSATION.** AE will be assigned a unique identification number (UIN) by the Company. The Company shall pay to AE a thirty percent (30%) commission on the gross monthly revenue collected for each of AE's customers identified with AE's UIN or listed on AE's Weekly Sales Activity Report except for the following:
  - a. **CONSTRUCTION LENDING SERVICES.** AE shall receive a thirty percent (30%) commission on the first 2.75% or fraction thereof the Gross Contract amount for Company's Construction

Lending Support services. In addition AE shall receive a ten percent (10%) commission on any percentage over 2.75% of said Gross Contract Amount.

- b. AFFILIATE PROGRAM. AE shall receive a fifteen percent (15%) commission for any fees received by Company pursuant to a properly executed Affiliate Agreement between affiliate and Company. In addition AE shall receive a fifteen percent (15%) commission for any fees received by Company pursuant to a properly executed Affiliate Agreement for procuring a bona fide Project Lead.

AE shall receive a thirty percent (30%) commission for procuring an Affiliate Agreement and respective Project Lead.

- c. BASIC REGISTRATION FEES. AE shall not receive a commission for Basic Registration fees;
- d. AE shall not receive any commission for any Services or Products sold without AE's UIN or if the customer is not listed on the weekly Sales Activity reports (see Exhibit A attached herewith).
- e. AE shall not receive any compensation, percentage fees, royalties or other remuneration in connection with any other revenues or proceeds received by the Company.
- f. AE shall not receive any commission for any Free Trial offers to customers
- g. AE shall not receive any commission on any Customer reimbursable expenses paid to Company.

3.2. REIMBURSEMENT. The Company shall not reimburse AE for any of AE's expenses unless so authorized by the Company in writing.

3.3. COMMISSION PAYMENT SCHEDULE. Commission payment(s) shall be made on a monthly basis; commencing immediately after the first Customer pays for the service or product. And commissions will be paid on any progress payments received by the Customer. Company will pay AE within thirty (30) consecutive calendar days following the end of the month for which it is due. The payment will include a report showing the calculation of the commission earned for that month.

#### IV. SENIOR ACCOUNT EXECUTIVE

4.1 AE may be offered the position of Senior Account Executive, also known as SAE. But AE is not obligated to accept the position of SAE. AE may also have the option of being assigned as a subordinate to a SAE, but is not obligated to do so. The INDEPENDENT CONTRACTOR AGREEMENT FOR SENIOR ACCOUNT EXECUTIVE is available for review by AE upon written request to CPC. The following rules are included in the SAE agreement but are excluded in this agreement and AE shall not participate in these activities:

- (a) Exclusive Marketing Area Rule
- (b) Referral Program

#### V. TERMINATION OF THIS AGREEMENT

5.1 TERMINATION. This Agreement may be terminated as follows:

- a. Upon 30 days' written notice by either party

- b. By mutual consent in writing;
- c. For AE's failure to maintain weekly Sales Activity Reports
- d. For AE not maintaining an active membership on the Company's Website;
- e. For any deliberate wrongdoing committed.

In the event of termination AE's customers, subordinate Account Executives (AE's) and/or exclusive marketing areas shall be automatically assigned to the company on the effective termination date. Furthermore, AE agrees to be barred for two (2) years following the effective termination date from soliciting or doing business with Company's customers.

VI. PROPERTY OF THE COMPANY; CONFIDENTIALITY

- 6.1 AE agrees that all software, intellectual property, and services performed in connection with the Company's business, and documents relating thereto, are and shall remain the exclusive property of the Company. Promptly upon the expiration or termination of this Agreement, or upon the request of the Company, AE shall return to the Company all documents and tangible items provided to AE or created by AE for use in connection with services to be rendered hereunder, together with all copies and abstracts thereof.
- 6.2 The terms of the Nondisclosure Agreement executed by the parties on \_\_\_\_\_, 2009, shall be and remain in full effect.

VII. DISPUTE RESOLUTION.

- 7.1 If there is any dispute or controversy between the parties arising out of or relating to this Agreement, such dispute or controversy shall be submitted to binding arbitration. An arbitrator shall be designated by agreement of the parties, or if they cannot agree, by the Superior Court with jurisdiction over the matter.

VIII. SUCCESSORS AND ASSIGNS.

- 8.1 This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that it shall be assignable by the Company without AE's consent in the event the Company is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement, effective on the date first above written.

Constructionplace.com, Inc.

By \_\_\_\_\_  
W. Gary Westernoff, CEO

\_\_\_\_\_  
AE Signature

\_\_\_\_\_  
Unique Identification Number (UIN)

\_\_\_\_\_  
Social Security Number

## EXHIBIT A

<b>WEEKLY SALES ACTIVITY REPORT (SAMPLE)</b>							
<b>Date submitted:</b>							
<b>Account Executive Name:</b>							
<b>Account Executive's UIN:</b>							
<b>Contact Method Legend: P=Phone, F=fax, E=email, C=cold call, M=mail</b>							
Customer Name	Address	Phone Number	E-mail	Initial Contact Date/Method	Other Contact Date/Method	Service (s)	Referral (yes or No)