

SENIOR ACCOUNT EXECUTIVE AGREEMENT

This Agreement, dated effective _____, 2010, is made and entered into by and between Ponta, Inc. (a California corporation DBA Constructionplace.com) ("the Company") and _____ ("SAE").

I. SCOPE OF WORK.

- 1.1. **SERVICES.** The Company operates an Internet business. SAE will promote the Company's services and products to specifically and demographically targeted clients in accordance with SAE's approved marketing plan and shall submit monthly Sales Activity Reports to the Company.
- 1.2. **TIME AND AVAILABILITY.** SAE 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.** SAE shall not use the service of any other person or entity in the performance of SAE's duties unless authorized by the company in writing.

II. INDEPENDENT CONTRACTOR.

- 2.1. **INDEPENDENT CONTRACTOR.** SAE 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 SAE's services are rendered shall be within SAE's sole control and discretion. SAE 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.** SAE 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 SAE. SAE understands that it is responsible to pay, according to law, SAE's taxes, and SAE 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.** SAE and SAE'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 SAE.

III. COMPENSATION

- 3.1. **COMPENSATION.** SAE will be assigned a unique identification number (UIN) by the Company. The Company shall pay to SAE commissions as follows:

Services or Products Sold	
Gross Contract Amount	Commission to SAE
Advice, Consulting and Construction Lending	15% of the Gross Contract Amount with Customer
Affiliate Agreement	15% of any fees received by Affiliate
Reports and Publications	30% of the Gross Sales amount
Advertising on CPC Site	30% of the Gross Sales amount

- d. SAE shall not receive any commission for any Services or Products sold without SAE's UIN or if the customer is not listed on the weekly Sales Activity reports (see Sample Sales Activity Report Below).

SAMPLE WEEKLY SALES ACTIVITY REPORT						
Date submitted:						
Account Executive Name:						
Account Executive's UIN:						
Contact Method Legend: P=Phone, F=fax, E=email, C=cold call, M=mail						
Customer Name	Address	Phone Number	E-mail	Initial Contact Date/Method	Other Contact Date/Method	Service OR Product Selling

- e. SAE shall not receive any compensation, percentage fees, royalties or other remuneration in connection with any other revenues or proceeds received by the Company.
- f. SAE shall not receive any commission for any Free Trial offers to customers
- g. SAE shall not receive any commission on any Customer reimbursable expenses paid to Company.

- 3.2. EXPENSE REIMBURSEMENT. The Company shall not reimburse SAE for any of SAE's expenses unless so authorized by the Company in writing.
- 3.3. REFERRALS. SAE shall not refer any business to any third party unless so authorized by the company in writing. Any such referral activity or associated fees may be subject to a reasonable negotiated payment to the company
- 3.4. 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 SAE 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. EXCLUSIVE MARKETING AREA RULE

- 4.1 EXCLUSIVE MARKETING AREA. SAE shall have the following "Exclusive Marketing Area(s)": _____
 This Exclusive Marketing Area may be increased or decreased when approved in writing by Company. And Company reserves the right, at its sole discretion, to terminate this Exclusive Marketing Area by giving SAE thirty (30) calendar day's written notice. This right may be exercised during the initial Exclusive Period. Following the initial Exclusive Period Company reserves the right, at its sole discretion, to terminate this Exclusive Marketing Area by giving SAE ninety (90) calendar days written notice.
- 4.2 INITIAL EXCLUSIVE PERIOD. The initial Exclusive Period shall be for ninety (90) consecutive calendar days beginning on the date of this agreement. Sales Activity Reports shall be submitted to Company weekly and shall include the following minimum information: Potential Customer's name, address, telephone number, e-mail address, and date and method of initial contact. The initial Exclusive Period may be extended when approved in writing by Company. The projected quota for this Exclusive Marketing Area is USD \$50,000.00 in gross monthly revenues received by Company following the initial Exclusive Period.

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 SAE's failure to maintain weekly Sales Activity Reports
 - d. For any deliberate wrongdoing committed.

In the event of termination SAE'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, SAE 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 SAE 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, SAE shall return to the Company all documents and tangible items provided to SAE or created by SAE 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 _____, 2010, 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 SAE'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

SAE Signature

Unique Identification Number (UIN)

Social Security Number