

## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (herein referred to as "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **ASTEROID CLEANING SOLUTIONS, INC.**, a Florida corporation ("Company") and

\_\_\_\_\_  
(hereinafter referred to as "Employee").

### **W I T N E S S E T H:**

**WHEREAS**, Company wishes to retain Employee to provide certain services to the Company; and

**NOW, THEREFORE**, in consideration of the facts, mutual promises and covenants contained herein, and intending to be legally bound hereby, Company and Employee hereby agree as follows:

1. **Employment.** Company hereby employs Employee and Employee hereby accepts employment by Company for the period and upon the terms and conditions contained in this Agreement.

1. **Duties.**

(a) Employee shall have general responsibility for completion of those tasks more particularly described on Exhibit "A", attached hereto and made a part hereof.

(b) Throughout the term of this Agreement, Employee shall devote his/her entire working time, energy and skill to the performance of his/her duties hereunder in a manner which will faithfully and diligently further the business and interests of Company.

2. **Term.**

(a) This Agreement shall be for a term of \_\_\_\_\_ (\_\_) months, commencing on \_\_\_\_\_, 20\_\_, and ending on \_\_\_\_\_, unless sooner terminated as hereinafter provided.

(b) If Company notifies Employee of its intent to renew this Agreement, this Agreement shall be deemed to have been renewed for an additional term of one (1) year commencing on the day after the expiration of the then current term. Unless otherwise agreed by Company and Employee on or before the expiration of the then current term, the salary payable to Employee during such renewal period shall be no less than the salary paid to Employee during the fiscal year immediately preceding such renewal period.

3. **Compensation.**

(a) For all of the services rendered by Employee to Company, Company shall pay Employee a salary (the "Salary") in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_) per year. The Salary shall be payable no later than Thirty (30) business days after the date on which Employee has completed, to the satisfaction of Company, all of the tasks set forth on Exhibit "A", attached hereto and made a part hereof.

(b) The Company shall withhold from all payments of Salary to Employee (10%) Percent of agreed amount for Insurance Requirements.

5. **Expenses.** All costs and amounts paid to third parties for travel, lodging, phone, courier service, document duplication, and other necessary supplies, postage and copying of documents incurred by Employee in the performance of Employee's duties hereunder shall be the sole and exclusive responsibility of the Employee, unless the Company has previously authorized the incurrence of such expenses in writing, and has agreed to reimburse Employee for such expenses.

6. **Death.** If Employee dies, all payments hereunder shall cease at the end of the month in which Employee's death shall occur, and Company shall have no further obligations or liabilities hereunder to Employee's estate or legal representative or otherwise.

7. **Discharge for Cause.** Company may terminate this Agreement for (a) Employee's willful and continuing failure to perform Employee's duties and responsibilities hereunder, including without limitation compliance with all applicable federal and state laws, rules and regulations applicable to the Company or the Company's business; (b) Employee engaging in conduct which constitutes gross misconduct, fraud or theft injurious to Company and resulting in substantial damage to Company; (c) any violation of Paragraph 9 hereof; (d) an arrest of Employee for the commission of a criminal felony or any crime involving moral turpitude; and (e) Employee's inability to perform his duties as a result of drug or alcohol abuse. Company may terminate Employee at any time upon the occurrence of any event set forth in this Paragraph 7. In the event of any termination of this Agreement pursuant to this Paragraph 7, Company shall have no further obligations or liabilities hereunder after the date of such termination, other than for payment of any amounts of commission earned by Employee up to the date of such termination.

8. **Company Property.** All advertising, sales, manufacturers' and other materials or articles of information, including without limitation data processing reports, customer sales analyses, invoices, price lists or information, or any other materials or data of any kind furnished to Employee by Company or developed by Employee on behalf of Company or at Company's discretion or for Company's use or otherwise in connection with Employee's employment hereunder, are and shall remain the sole and confidential property of Company; if Company requests the return of such materials at any time during or at or after the termination of Employee's employment, Employee shall immediately deliver the same to Company.

9. **Noncompetition, Trade Secrets, Etc.**

(a) During the term of this Agreement and for a period of two (2) years after any termination of this Agreement, Employee shall not (i) directly or indirectly induce or attempt to influence any Employee of Company, to terminate his or her employment with Company, (ii) directly or indirectly induce or attempt to influence any customer or supplier of Company to discontinue doing business with Company, nor (iii) engage in (as a principal, partner, director, officer, agent, Employee, consultant or shareholder) or be financially interested in any business which markets, anywhere in Palm Beach, Broward or Dade County, Florida, any services which compete with the services of the Company.

(b) During the term of this Agreement and at all times thereafter, Employee shall not use for his personal benefit, or disclose, communicate or divulge to, or use for the direct or indirect benefit of, any person, firm, association or company other than Company, any material referred to in Paragraph 7 above or any information regarding the business methods, business policies, procedures, techniques, trade secrets, or other knowledge or processes of or developed by the Company, or any names and addresses of customers or clients or any data on or relating to past, present or prospective customers or clients or any other confidential information relating to or dealing with the business operations or activities of Company, made known to Employee or learned or acquired by Employee while in the employ of Company.

(c) Any and all writings, inventions, improvements, processes, procedures and/or techniques which Employee may make, conceive, discover or develop, either solely or jointly with any other person or persons, at any time during the term of this Agreement, whether during working hours or at any other time and whether at the request or upon the suggestion of the Company or otherwise, which relate to or are useful in connection with any business now or hereafter carried on or contemplated by Company, including developments or expansions of its present fields of operations, shall be the sole and exclusive property of Company. Employee shall make full disclosure to Company of all such writings, inventions, improvements, processes, procedures and techniques, and shall do everything necessary or desirable to vest the absolute title thereto in Company. Employee shall write and prepare all specification and procedures regarding such inventions, improvements, processes, procedures and techniques and otherwise aid and assist Company so that Company can prepare and present applications for copyright or Letters Patent therefor and can secure such copyright or Letters Patent wherever possible, as well as reissues, renewals, and extensions thereof, and can obtain the record title to such copyright or patents so that Company shall be the sole and absolute owner thereof in all countries in which it may desire to have copyright or patent protection. Employee shall not be entitled to any additional or special compensation or reimbursement regarding any and all such writings, inventions, improvements, processes, procedures and techniques.

(d) Employee acknowledges that the restrictions contained in the foregoing subparagraphs (a), (b) and (c), in view of the nature of the business in which Company is engaged, are reasonable and necessary in order to protect the legitimate interests of Company, and that any violation thereof would result in irreparable injuries to Company, and Employee therefore acknowledges that, in the event of his violation of any of these restrictions, Company shall be

entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as damages and an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which Company may be entitled.

(e) If the period of time or the area specified in subparagraph (a) above should be adjudged unreasonable in any proceeding, then the period of time shall be reduced by such number of months or the area shall be reduced by the elimination of such portion thereof or both so that such restrictions may be enforced in such area and for such time as is adjudged to be reasonable. If Employee violates any of the restrictions contained in the foregoing subparagraph (a), the restrictive period shall not run in favor of Employee from the time of the commencement of any such violation until such time as such violation shall be cured by Employee to the satisfaction of Company.

10. **Prior Agreements.** Employee represents to Company (a) that there are no restrictions, agreements or understandings whatsoever to which Employee is a party which would prevent or make unlawful his execution of this Agreement or his employment hereunder, (b) that his execution of this Agreement and his employment hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which he is a party or by which he is bound, and (c) that he is free and able to execute this Agreement and to enter into employment by Company.

11. **Miscellaneous.**

(a) **Indulgences, Etc.** Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(b) **Controlling Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

(c) **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(i) (i) If to **Employee**: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copy to: \_\_\_\_\_, Esq  
\_\_\_\_\_  
\_\_\_\_\_

(ii) If to the **Company**: **ASTEROID CLEANING  
SOLUTIONS, INC.**  
2151 45<sup>th</sup> Street, #108  
West Palm Beach, FL 33407  
Attn: President

With a copy to: Keith A. James, Esq.  
Keith A. James, P.A.  
105 South Narcissus Avenue  
Suite 505  
West Palm Beach, FL 33401

In addition, notice by mail shall be by air mail if posted outside of the continental United States.

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

(d) **Binding Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of Company and its successors and assigns and shall be binding upon Employee, his heirs and legal representatives.

(e) **Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

(f) **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

(g) **Entire Agreement.** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

(h) **Paragraph Headings.** The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

(i) **Gender, Etc.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

(j) **Number of Days.** In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which federal banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

(k) **Litigation.** In any litigation by any party hereto over the terms and conditions of this Agreement, or any breach thereof, the prevailing party shall be entitled to recover all

reasonable attorneys' fees incurred at all trial and appellate levels.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Employment Agreement as of the date first above written.

**EMPLOYEE:**

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Address of Employee

**COMPANY:**

**ASTEROID CLEANING SOLUTIONS,  
INC.**, a Florida corporation

By: \_\_\_\_\_  
Ray Bailey, Vice President

**EXHIBIT A**

**TASKS TO BE PERFORMED BY EMPLOYEE**