

Employment Contract

This Employment Contract ("Contract") is made effective as of January 09, 2024, by and between The Marketing Consultant Group ("Employer") of 1039 West Mason Street, Green Bay, Wisconsin, 54303 and Marc Hernandez ("Employee") of 15 Twin Oaks Drive, Montvale, New Jersey, 07645.

A. The Employer is engaged in the business of Marketing, Advertising, Private Equity. The Employee will primarily perform the job duties at the following location: 15 Twin Oaks Drive, Montvale, New Jersey 07645.

B. The Employer desires to have the services of the Employee.

C. The Employee is an at-will employee of the Employer. Either party is able to terminate the Contract at any time.

Therefore, the parties agree as follows:

1. Employment. The Employer shall employ the Employee as a(n) Sales Executive. The Employee shall provide to the Employer duties as needed. The Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice, and direction of the Employer and the Employers supervisory personnel.

2. Best Efforts of Employee. The Employee agrees to perform faithfully, industriously, and to the best of the Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of the Employer. Such duties shall be provided at such place(s) as the needs, business, or opportunities of the Employer may require from time to time.

3. Ownership of Social Media Contacts. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of the Employer are the property of the Employer.

4. Commission Payments. Employer will make commission payments to the Employee based on any sales made of 100%. This commission will be paid every two weeks, no later than one days after the payroll period that ended on the preceding Friday. Upon request by the Employee, the Employer will make advances against expected commissions in accordance with the Employer's usual policies.

Accounting. The Employer shall maintain records in sufficient detail for purposes of determining the amount of the commission. The Employer shall provide to the Employee a written accounting that sets forth the manner in which the commission payment was calculated.

Right to Inspect. The Employee, or the Employee's agent, shall have the right to inspect the Employer's records for the limited purpose of verifying the calculation of the commission payments, subject to such restrictions as the Employer may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as may be set by the Employer.

Death of the Employee. If the Employee dies during the term of this Contract, the Employee shall be entitled to payments or partial commission payments for the period ending with the date of the Employee's death.

5. Expense Reimbursement. The Employer will reimburse the Employee for "out-of-pocket" expenses incurred by the Employee in accordance with the Employer's policies in effect from time to time.

6. Recommendations for Improving Operations. The Employee shall provide the Employer with all information, suggestions, and recommendations regarding the Employer's business, of which the Employee has knowledge, that will be of benefit to the Employer.

7. Confidentiality. The Employee recognizes that the Employer has and will have information regarding the following:

- Trade secrets
- Customer lists
- Future plans

and other vital information items (collectively, "Information") which are valuable, special, and unique assets of the Employer. The Employee agrees that the Employee will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any items of Information to any third party without the prior written consent of the Employer. The Employee will protect the Information and treat it as strictly confidential. A violation by the Employee of this paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief.

This Contract is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

8. Term/Termination. The Employee's employment under this Contract shall be for an unspecified term on an "at will" basis. If the Employee is in violation of this Contract, the Employer may terminate employment without notice and with compensation to the Employee only to the date of such termination. The compensation paid under this Marc Hernandez shall be the Employee's exclusive remedy.

9. Termination for Employee Disability. The Employer shall have the option to terminate this Contract, if the Employee becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. The Employer shall exercise this option by giving 2 Weeks written notice to the Employee.

10. Compliance with Employer's Rules. The Employee agrees to comply with all of the rules and regulations of the Employer.

11. Return of Employer Property. Upon termination of this Contract, the Employee shall deliver to the Employer all property which is the Employer's property or related to the Employee's company (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.

12. Notices. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

The Employer:

The Marketing Consultant Group
Ronnie Schmidt
CEO
1039 West Mason Street
Green Bay, Wisconsin 54303

The Employee:

Marc Hernandez
15 Twin Oaks Drive
Montvale, New Jersey 07645

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

13. Entire Agreement. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

14. Amendment. This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

15. Severability. If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. Waiver of Contractual Rights. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. Applicable Law. This Contract shall be governed by the laws of New Jersey.

18. Signatories. This Contract shall be signed by Ronnie Schmidt, CEO on behalf of The Marketing Consultant Group and by Marc Hernandez in an individual capacity. This Contract is effective as of the date first above written.

The Employer:
The Marketing Consultant Group

By: _____
Ronnie Schmidt
CEO

Date: _____

The Employee:

By: _____
Marc Hernandez

Date: _____