

## 1099 CONTRACT

This employment agreement ("Agreement") is made and effective as of August 11, 2022 by and between:

**Employer:** Gam Exterminating, ("Employer") and

**Employee:** Josh Papkin, ("Employee").

WHEREAS the Employer intends to hire the Employee for the Position and the Employee desires to provide their services to the Employer for payment.

IN CONSIDERATION of promises and other good and valuable consideration, the parties agree to the following:

**I. EMPLOYEE DUTIES.** The Employee agrees that they will act in accordance with this Agreement and with the best interests of the Employer in mind, which may or may not require them to present the best of their skills, experience, and talents, to perform all the duties required of the Position. In carrying out the duties and responsibilities of their Position, the Employee agrees to adhere to any and all policies, procedures, rules, regulations, as administered by the Employer. In addition, the Employee agrees to abide by all local, county, State, and Federal laws while employed by the Employer.

**II. RESPONSIBILITIES.** The Employee shall be given the job title of pest control technician which shall involve: pest control services.

The Employer may also assign duties to the Employee from time to time by the Employer.

The Employee shall be expected to work ☒ **full-time** ☐ **part-time**.

**III. EMPLOYMENT PERIOD.** The Employer agrees to hire the Employee:

**At-Will** which means this Agreement may be terminated at any time by either the Employee or Employer. After termination by any of the Parties, neither will have any obligation other than the non-disclosure of the Employer's proprietary information as outlined in Section XII and any non-compete listed in Section XIII.

- a.) **Employee's Termination.** The Employee shall have the right to terminate this Agreement by providing at least 14 days' notice.
- b.) **Employer's Termination.** The Employer shall have the right to terminate this Agreement by providing at least 14 days' notice.

**IV. PAY.** As compensation for the services provided, the Employee shall be paid:

Set rate per day: \$233 per day IF commissions are lower per day.

**\*\*You either get the set rate per day OR commissions if higher than the rate per day. You don't get both.**

Commissions (in order to receive commissions, the amount on commissions must succeed the daily rate of pay, again not both. Examples If on a certain day you make in commissions because you sold (not the office) \$3,000 you get \$300 on that day. If on another day you made in commissions because you sold \$500 that would be \$50 so on that day you would get your set rate \$233.):

15% for each client the Employee sells on their own outside of Gam Exterminating's pipeline.

10% for each client the Employee upsells from Gam's current clients.

10% on residential sales from Gam's pipeline, only if you sold it not sold by office.

Other incentives given:

\$25 per each maintenance contract sold. Maintenance contracts need to be signed by the client.

\$5 per each good review given by the client through our Google account.

IMPORTANT: There are some Gam commercial clients/jobs that are sold through other companies, and/or people through Gam's pipeline. Commission may be given but it's solely at the discretion of the office.

Payment shall be distributed to the Employee on a WEEKLY basis.

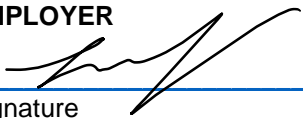
**V. CONFIDENTIALITY.** The Employee understands and agrees to keep any and all information confidential regarding the business plans, inventions, designs, products, services, processes, trade secrets, copyrights, trademarks, customer information, customer lists, prices, analytics data, costs, affairs, and any other information that could be considered proprietary to the Employer ("Confidential Information"). The Employee understands that disclosure of any such Confidential Information, either directly or indirectly, shall result in litigation with the Employer eligible for equitable relief to the furthest extent of the law, including but not limited to filing claims for losses and/or damages. In addition, if it is found that the Employee divulged Confidential Information to a third (3<sup>rd</sup>) party with the Employer shall be entitled any and all reimbursement for their legal and attorney's fees.

**VI. COMPLIANCE.** The Employee agrees to adhere to all sections of this Agreement in addition to any rules, regulations, or conduct standards of the Employer, including obeying all local and federal laws. If the Employee does not adhere to this Agreement, company policies, including any task or obligation that is related to the responsibilities of their Position, the Employer may terminate this Agreement without severance as stated in Section III.

**VII. RETURN OF PROPERTY.** The Employee agrees to return any and all property of the Employer upon the termination of employment. This includes, but is not limited to, equipment, electronics, records, access, notes, data, tests, vehicles, reports, models, or any property that is requested by the Employer.

**VIII. ENTIRE AGREEMENT.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

**EMPLOYER**

  
\_\_\_\_\_  
Signature

Date 8/11/2022

Greg Migliaccio  
\_\_\_\_\_  
Print Name

Owner  
\_\_\_\_\_  
Title

**EMPLOYEE**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title