

EMPLOYMENT AGREEMENT

Please read the following employment contract carefully before continuing. These terms and conditions constitute a legal agreement between you and E2WStudy, LLC.

This document defines and sets forth the terms and conditions of the employment of you (the "Employee") by E2WStudy, LLC (the "Company").

1. Position: Employment Period

The Company hereby employs the Employee as its Essay Editor in part-time, and the Employee hereby agrees to serve in such capacity, starting on the day this part time contract is agreed upon, and ending on the date on which the Employee's employment is terminated in accordance with paragraph 7 below (the "Employment Period").

2. Description of Employee's Duties

As an Essay Editor, the Employee is responsible for editing customer's essays, which will be uploaded to the company's website. Once an essay has been assigned to the Employee, he agrees to finish editing the essay and uploading it to the website within 48 hours. For the Basic Editing service, the Employee will edit two drafts of the same essay and provide comments on each. In addition, the Employee agrees to respond to any questions or concerns the customer has when the essay is uploaded. For the Comprehensive Editing service, the Employee agrees to carry out two(2) phone or internet video conferences with the customer, each one can last no more than 40 minutes, once at the beginning of the service and another at the end of the service. In addition, for the Comprehensive service, the Employee will edit as many drafts of the essay as the customer uploads to the website within the service period. Furthermore, for the Comprehensive service, the Editor will answer any emails that the customer sends to him relevant to the essay or the service.

3. Performance of Duties

The Employee agrees that during the Part Time Employment Period he/she shall perform his duties diligently, faithfully, and efficiently to the best of his ability and subject to the direction of the President of the Company. The Employee shall not be assigned duties and responsibilities that are not generally within the scope and character associated or required of other employees of similar rank and position.

4. Compensation

(a) Subject to the following provisions of this Agreement, during the Employment Period the Employee shall be compensated for his services as follows:

(b) The Employee shall receive compensation on a monthly basis (end of month) according to the number of essays he has completed editing and the successful completion of the requirements of the service, as outlined in paragraph 2. If the Employee fails to complete the service according to the specific time frame or terminates his employment without completing a service, he will not receive the compensation for that service. For each completed service, the Employee will receive 60% of the price the customer paid for the service, and the Company will receive the remaining 40%. All payments of compensation to the Employee pursuant to this agreement shall be made after deduction of any taxes required to be withheld with respect thereto under applicable federal, state and local laws.

(c) Under no circumstances should the Employee receive any compensation, monetary or otherwise, directly from the customer. The Employee will receive compensation exclusively from the Company during the Employment Period, according to the terms of this Agreement.

5. Non Solicitation

During the term of this Agreement and for a period of six (6) months after the termination of this Agreement, Employee shall not, within the United States or Canada, directly or indirectly: (1) solicit or accept if offered to his, with or without solicitation, on his own behalf or on behalf of any other person, the services of any person who is an employee of the Company, nor solicit any of the Company's employees to terminate employment with the Company, nor agree to hire any employee of the Company into employment with himself or any company, individual or other entity; (2) directly or indirectly, contact, solicit or direct any person, firm, or corporation to contact or solicit, any of the Company's customers, prospective customers, or business brokers for the purpose of selling or attempting to sell, any products and/or services that are the same as, or similar to, the products and services provided by the Company to its customers during the term hereof; or (3) disclose the identity of any such business brokers, customers, or prospective customers, or any part thereof, to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

6. Confidentiality

Employee acknowledges and agrees that all product specifications, product planning information, lists of the Company's customers and suppliers, marketing plans, financial information, and other Company data related to its business ("Confidential Information") are valuable assets of the Company. Except for information that is a matter of public record, Employee shall not, during the term of this Agreement or after the termination of employment with the Company, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Employee or any other person, except with the prior written consent of the Company.

7. Amendment and Termination

This Agreement may be amended or cancelled by mutual agreement of the parties without the consent of any other person and, so long as the Employee lives, no person, other than the parties hereto, shall have any rights under or interest in this Agreement or the subject matter hereof.

The Employment Period shall terminate based on the following:

a) By mutual agreement between the Employee and the Company. If the Employee decides to terminate employment with the Company, he must give the Company a two(2) week written notice, detailing the reason for departure, prior to the termination date of his employment. If the Company decides to terminate the Employee's employment, the Company must give a two(2) week written notice, detailing the reason for termination, prior to the termination date, except for the reasons listed below.

b) Immediate Termination. The employment of Employee by the Company may be terminated immediately in the sole discretion of the either the President, Vice President or the Board of Directors of the Company upon the occurrence of any one of the following events:

- i) If the Employee fails or refuses to comply with the policies, standards, and regulations of the Company or of this Agreement;
- ii) Employee engages in fraud, dishonesty, or any other act of misconduct in the performance of Employee's duties on behalf of the Company;

8. Notices

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent email to the Company at its principal address or to the Employee at the last address filed by him with the Company, as the case may be.

9. Non-Assignment

The interests of the Employee under this Agreement are not subject to the claims of his creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

10. Successors

This Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Company's assets and business.

11. Applicable Law

The provisions of this Agreement shall be construed in accordance with the laws of the State of California.