**EMPLOYMENT CONTRACT**

The undersigned:

1. XML (USA) Inc., with its registered office at National Corporate Research, LTD, 615 S. DuPont Highway, Dover, DE 19901, USA

Hereinafter referred to as “the Employer" or “XML”; Notice in the document that sometimes the “Employer” is referred to as “the Company”. Not a big deal but usually it is consistent throughout the document.

And

2. Judith Vandsburger from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_, USA; US Passport number: \_\_\_\_\_\_\_\_\_\_\_;

Hereinafter referred to as “the Employee";

State to have entered into an employment contract under the following conditions.

Article 1: General terms and conditions for employment

* 1. The general terms and conditions for employment for staff employed by the Employer shall apply (the “Employee’s Handbook”).
  2. The Employee states to have received a copy of Employee’s Handbook.
  3. The Employer emphatically reserves the right to alter the Employee’s Handbook from time to time.

Article 2: Date of commencement

* 1. The Employee shall be employed by the Employer from \_\_\_\_\_\_\_\_ 2017 (“Start Date”).

Article 3: Job

* 1. The Employee shall be employed as a Director of Sales.
  2. The Job description is attached to this Employment Agreement marked as an “Appendix F”.
  3. The Employer can demand of the Employee that he does other work than that included in his/her normal job, if and to the extent that such work can be reasonably demanded from the Employee.

Article 4: Location

* 1. The Employee will be home-based in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, USA.
  2. The Employee acknowledges that his work entails intensive domestic and potentially also international travel.

Article 5: Term and Termination

* 1. The Employee’s employment will commence on the Start Date and may be terminated by either Party by giving the other Party at least one month advance written notice prior to termination of this Agreement.
  2. Notwithstanding the above to the contrary, the Company may accept such notice of termination of the Employee and advise him it will reduce this notice period, provided that after any such reduction, the Employee is paid at least for the minimum notice period stipulated by law.

Article 6: [Deleted]

Article 7: Working hours and Overtime

* 1. The Employee will work 40 hours per week, normally Monday-Friday 8:30am – 5:30pm, including 60 minutes lunch break daily, or as from time to time be reasonably required by the Employer.
  2. The Employee may be required to work such additional hours as may be necessary or appropriate from time to time to enable him/her to carry out his/her duties properly. Overtime is payable only if approved in advance and in writing by the Employer. As a Director of Sales where you work remotely and direct your own activities, I would assume that you are an Exempt Salaried employee and not eligible for overtime. The way they have written this paragraph makes it look like you are an hourly non-exempt employee. You should clarify.

Article 8: Compensation

* 1. The Employee’s compensation shall be as stated in the attached schedule marked as “Appendix G”.
  2. The salary shall be paid out twice every month, on the 15th or the closest business day afterwards and on the last business day of each calendar month to a bank account designated by the Employee.

Article 9: Holiday

* 1. In addition to public holidays of \_?? How many public Holidays do they give??\_\_\_, the Employee shall be entitled to eighteen (18) working days paid holiday (.ie. I think “working days paid holiday” refers to vacation time but they shouldn’t refer to it as Holiday.”) in each holiday year from 1st January to 31st December to be taken at such time or times as are agreed with the Employee’s line manager and the XML Client. Paid holiday days cannot be accrued without an explicit confirmation in writing from the Employer, such confirmation will only be given under exceptional circumstances. I don’t like the way that they refer to public Holidays versus working Holidays that you accrue at 1.5 days a month. You accrue 18 vacation days per year and they should refer to it as either vacation days or PTO (personal time off). By referring to it as Holiday time, they are not obligated to pay out what you have accrued if you terminate your employment. Employers are required to pay out PTO / Vacation time accruals so they need to use the right language here and refer to Holidays (as in public Holidays like Christmas, Thanksgiving, 4th of July, etc.) and make a distinction from vacation / PTO time. I wouldn’t want my vacation accrual to be called “working holiday time.”
  2. For the year during which his/her appointment commences or terminates, the Employee is entitled to 1.5 working days holiday for each complete calendar month of his/her employment. On the termination of his/her appointment for whatever reason, the Employee shall either be entitled to pay in lieu of outstanding holiday entitlement (have them refer to this as vacation time or PTO not Holiday entitlement) or be required to repay to the Employer any salary received for holiday taken in excess of his/her actual entitlement. The basis for payment and repayment shall be 1/260 of the Employee’s annual salary for each day.

Article 10: [Deleted]

Article 11: Absence from work

* 1. The Employee is obliged to report to the Employer and XML Client any absences due to illness or otherwise as soon as possible, stating the reasons for, and the expected duration of, such absence. The Employee shall inform the Employer as soon as it is known when he/she will be able to return to work.
  2. For illness-related absences, the Employer may require the Employee to furnish a certificate from a licensed physician stating that the Employee is/was not fit to work on the days of absence.

Article 12: Confidentiality

* 1. The Employee acknowledges that the Employer has imposed confidentiality on him/her for all details of the Employer’s company and the Employer’s customers, or connected thereto.
  2. The Employee is prohibited, either during the term of the Employment Contract, or thereafter, in any way, directly or indirectly, in any form whatsoever, to provide information on or concerning the Employer or concerning the Employer’s customers, and any other information that the Employee will be exposed to during the course of their employment which is marked or described as “confidential” or with other similar designation, or which should reasonably be understood to be confidential given the nature of the information and/or the context of disclosure of the information to the Employee.

Article 13: Prohibition ancillary work

* 1. The Employee shall not to engage in any conduct detrimental to the interests of the Employer or the Client, this includes any conduct tending to bring the Employer or the Client into disrepute. The Employee shall not to engage - directly or indirectly - in any other work or provide professional services to any third parties in parallel with his/her employment with the Employer, unless such other work has been approved in advance and in writing by the Employer. (You should let them know about your side life coaching.)
  2. If the Employee becomes incapacitated to work as a result of ancillary work that is prohibited pursuant to 13.1, the Employer is entitled to terminate the Employment Contract for that reason with immediate effect, and without derogating from any other rights that the Employer has, the Employer shall not be obliged to continue to pay wages based on the Employee’s breach of Contract.

Article 14: General

* 1. This Employment Contract is considered to be a full description of the agreements in this matter between the Parties, as they exist at the time of the signing of the Contract.
  2. Additions to, and deviations from, this Employment Contract shall only be valid if and to the extent that they have been agreed between the Parties in writing, or have been confirmed by the Employer in writing.
  3. The validity construction and performance of this Contract shall be governed by the law of the State of \_\_\_California \_\_\_\_\_.
  4. All disputes claims or proceedings between the parties relating to the validity construction or performance of this Contract shall be subject to the exclusive jurisdiction of the courts of the State of \_\_\_California\_\_\_\_.
  5. By signing this Contract, the Employee states to have received a copy of this Contract.

This Agreement consisting also of the terms and conditions contained in Appendices “A”, “B”, “C” “D”,“E”, “F” and “G” inclusive, is the sole agreement between the parties, and supersedes and replaces any other agreement made between the Parties. The Appendices shall be considered as an integral part of this Agreement.

The term “Client” or “XML Client” in this Agreement and its Appendices shall be deemed to refer to Massivit 3D Printing Technologies Ltd., any affiliated companies in the Massivit 3D Printing Technologies group, and any other organization that is a customer of Massivit 3D Printing Technologies and that the Employee will be exposed to within the framework of this Employment Agreement, and any other end user of the above-mentioned entities, or any subsidiary, parent or associate that the Employee may serve.

Thus agreed and signed

By: By:

Date: Date:

The Employer The Employee**APPENDIX A**

**Non-Disclosure and Non-Compete Undertaking**

THIS UNDERTAKING (“**Undertaking**”) is entered into as of \_\_ February 2017, by Judith Vandsburger, holding USA passport number: \_\_\_\_\_\_\_\_\_, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, United States of America (the “**Employee**”).

WHEREAS Massivit 3D Printing Technologies Ltd., an Israeli limited liability company with offices at 11 Pesakh Lev Lod 7129361, Israel(the "**Company**") and XML Ltd., a company incorporated and registered in England whose registered office is 5 Rosslyn Park Mews, Lyndhurst Road, London NW3 5NJ, United Kingdom (together with any subsidiaries in the XML group referred to herein as **“XML”**) signed a Services Agreement (the **“Agreement”**);

WHEREAS XML wishes to provide to Massivit 3D Printing Technologies part of the services under the Agreement through the Employee; and

WHEREAS the Company agrees that XML will employ the Employee only subject to the execution of this Undertaking by the Employee in favor of Company and its present and future parent companies, subsidiaries, affiliates and successors (all of which together with the Company, shall hereinafter be referred to as **"Company's Entities"**).

NOW, THEREFORE, the Employee undertakes and warrants, towards the Company's Entities, as follows:

1. **Confidential Information**
   1. The Employee acknowledges that he will produce, obtain or otherwise acquire or have access to Company’s confidential and proprietary information, including, without limitation, Company’s confidential and proprietary information produced, obtained or otherwise acquired or acceded by the Employee in the past, which such information is concerning activities of the Company's Entities, technology, product research and development, patents, copyrights, customers (including, without limitation, customer and/or suppliers files, lists and/or matters), business plans, marketing plans, sales practices; methods and techniques, records, and affairs, strategies and plans, forecasts, trade secrets, test results, formulae, technologies and processes, sources of supply and vendors, special business relationships with vendors, agents, and brokers, promotional materials and information, financial matters, mergers; acquisitions, equipment, selective personnel matters, product specifications, pricing information, intellectual property, technical data, software programs, algorithms, operations and production costs, designs, formulas, ideas, plans, devices, materials, data, know-how, improvements, inventions (whether reduced to practice or not), employment terms and conditions including of Company Entities’ employees, techniques and products (actual or planned) of the Company's Entities and other similar matters which are confidential, including, without limitation, confidential information received by Company from any third party (such as its contractors, customers, consultants, shareholders, licensees, licensors, vendors or affiliates) . Such information in any form or media, whether documentary, written, oral, visual and/or computer generated, which are: (i) disclosed by or on behalf of the Company Entities; (ii), prepared by the Employee; and/or (iii) that came to the Employee’s possession in any manner whatsoever, prior to or during the course of the employment under the agreement between XML and the Employee, irrespective of form, shall be referred to herein as “**Proprietary Information**”.

Property Information shall not include information that the Employee can establish, has become a part of the public domain not as a result of a breach of this Undertaking and/or any other confidentiality obligations towards the Company's Entitles by the Employee.

* 1. The Employee agrees that during the term of the Employment Agreement and at any time after the expiration or termination thereof for any reason, he (i) shall keep in strict confidence and trust all Proprietary Information, and any part thereof, and will not directly or indirectly, divulge, publish or otherwise disclose (or allow to be disclosed) and/or make available to any person or entity without the prior consent of the Company any Proprietary Information; (ii) shall not use the Proprietary Information for any purpose whatsoever other than for the performance of his obligations under the agreement between XML and the Employee; (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Proprietary Information; and (iii) shall follow recommendations, guidelines and instructions made by the Company from time to time regarding Proprietary Information.
  2. In the event that the Employee is compelled by court or government action pursuant to applicable law to disclose any part of the Propitiatory Information, Employee shall first give the Company prompt prior notice of such requirement, so that the Company may seek a protective order or other appropriate remedy, and in the event that such protective order or other remedy is not obtained, the Employee shall furnish only that portion of the Confidential Information which is legally required, and shall exercise all efforts required to obtain confidential treatment for such information.
  3. The Employee agrees that all Proprietary Information, patents and/or patent applications, copyrights, memoranda, books, notes, records (contained on any media whatsoever), charts, formulae, specifications, materials, equipment, drawings, lists and other documents and data of any nature pertaining to any Proprietary Information; or to the duties performed by the Employee as an XML Staff, made, compiled, received, held or used by the Employee (the “**Materials**”), are and shall remain solely and exclusively owned by the Company and its assigns and Employee will treat such Materials as Proprietary Information of Company. Upon Company’s request or in the event of the expiration or termination of this Undertaking and/or the Agreement for any reason whatsoever, the Employee agrees promptly to surrender and deliver to Company all Materials and all originals or copies thereof, and the Employee will not retain or take any tangible materials or electronically stored data, containing or pertaining to any Proprietary Information that Employee may produce, acquire or obtain access to.
  4. The Employee agrees that he has not and will not (i) improperly use or disclose any Proprietary Information or trade secrets of any former employer or other person or entity with which the Employee has an agreement or duty to keep in confidence information acquired by Employee, if any, or (ii) bring onto the premises of the Company any document or confidential or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Employee will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys’ fees and costs of suit, arising out of or in connection with any violation of the foregoing by the Employee. (After reading this section, I would be careful of using any customer lists or contacts or materials that you had at EFI.)
  5. The Employee recognizes that the Company may have received, and in the future may receive, from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Employee agrees that he owes the Company and such third parties, at any time following the signature of this Undertaking as well as after termination or expiry thereof for any reason, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or firm and to use it in a manner consistent with, and for the limited purposes permitted by, the Company’s agreement with such third party.

1. **[Deleted]**
2. **Ownership of Inventions**
   1. The Employee hereby assigns and transfers and shall assign and transfer to the Company, to the fullest extent under applicable law, his entire right, title and interest in and to any and all Proprietary Information, developments, discoveries, designs, discoveries, techniques, inventions, improvements, methods, know-how, processes, formulae, data, data bases, computer programs, computer code, source code, software, hardware, patents, patent applications and all patentable materials, models, designs (whether registered or not), copyrights and all copyrightable materials, trade secrets, trademarks, trade names, proprietary information, concepts and ideas, whether or not capable of being patented or copyrighted and whether or not reduced to practice, which are made or conceived by the Employee, whether solely by Employee or jointly with others, prior to or during the period of performance of the services as an XML Staff under the agreement between XML and the Employee, that: (i) pertain or relate in any manner to the actual or demonstrably anticipated business, work, or research and development of Company's Entities, and all documentation related therewith (ii) are developed in whole or in part on Company’s Entities time or using Company’s Entities' equipment, supplies, facilities or Proprietary Information, or (iii) result from or are suggested by any task assigned to Employee or any work performed by Employee as an XML Staff under the agreement between XML and the Employee, or by the scope of Employee duties and responsibilities (the **“Inventions*”***).

The Employee will promptly notify and disclose to the Company, or any persons designated by it, all Inventions, immediately upon discovery, receipt or invention as applicable and shall, at Company’s request, promptly execute a written assignment of title to Company for any Invention required to be assigned hereunder and Employee will treat any such Invention as Proprietary Information of Company. Delivery of the notice shall be in writing, supplemented with a detailed description of the Invention and the relevant documentation.

* 1. The Employee agrees that all the Inventions shall be solely and exclusively owned by the Company and its assignees, and the Company and its assignees shall be the sole and exclusive owner of all patents and any and all of the other rights titles and interests in connection with such Inventions. The Employee shall not be entitled to, and hereby waives now and/or in the future, any claim to any right, compensation and/or reward in connection therewith. A lack of response from the Company with respect to the notice of the Invention or of its delivery shall not be considered a waiver of ownership of the Invention, and in any event the Invention shall remain solely and exclusively owned by Company.
  2. The Employee agrees, in relation to all such Inventions, to assist the Company or any persons designated by it, at the Company's expense, in every proper way to secure Company’s rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and other instruments that Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents over such Inventions in any and all countries, or other intellectual property rights relating thereto. The Employee will execute all documents as required for use in applying for and obtaining patents over and enforcing such Inventions, as the Company may desire, together with any assignment of such Inventions to the Company or persons or entities designated by it. The Employee further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers shall continue after the termination or expiration of this Undertaking.

1. **General**
   1. The Employee acknowledges that the provisions of this Undertaking serve as an integral part of the Employment Agreement between XML and the Employee and reflect the reasonable requirements of the Company in order to protect its legitimate interests with respect to the subject matter hereof. If any provision of this Undertaking (including any sentence, clause or part thereof) shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete there from the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. In addition, if any particular provision contained in this undertaking shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing the scope of such provision so that the provision is enforceable to the fullest extent compatible with applicable law.
   2. The provisions of this Undertaking shall continue and remain in full force and affect following the termination or expiration of this Undertaking and/or the Agreement, for whatever reason. This Undertaking shall not serve in any manner as to derogate from any of the Employee’s obligations and liabilities under any applicable law.
   3. The Employee agrees to execute any proper oath or verify any proper document required to carry out or evidence compliance with the terms of this Undertaking. The Employee represents that his performance of all the terms of this Undertaking will not breach any agreement to keep in confidence proprietary information acquired by Employee in confidence or in trust prior to Employee’s signature of this Undertaking. The Employee represents the he has not entered into, and agrees that he will not enter into, any oral or written agreement or obligation in conflict herewith.
   4. This Undertaking may be assigned by Company. The Employee shall not assign this Undertaking and/or any of his obligations hereunder, in whole or in part, without the prior written consent of Company. This Undertaking will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of Company, its successors, and its assigns.
   5. The Employee represents and warrants to the Company that he is aware that a breach of the obligations set forth in this Undertaking, or part of them, will cause the Company or the Company’s Entities serious and irreparable damage, and that no financial compensation can be an appropriate remedy to such damage. Therefore, the Employee agrees, that if such a breach occurs, the Company, the Company’s Entities or any of their designee(s) shall be entitled, without prejudice, to take all legal means necessary, and all and any injunctive relief as is necessary to restrain any continuing or further breach of the this Undertaking.
   6. The Employee’s obligations under this Undertaking shall remain in full force during the existence of the Employment Agreement between XML and the Employee, and following the expiration or termination thereof for any reason. The Employee hereby acknowledges that this Undertaking is a condition to the Employment Agreement between XML and the Employee and to any disclosure of Preparatory Information to it/him.
   7. This Undertaking shall be governed by the laws of the State of Israel, without regard to its conflict of law's provisions. The competent courts of the Tel Aviv, Israel shall have exclusive jurisdiction over any dispute hereunder which is not amicably settled by the Company and the Employee.

IN WITNESS WHEREOF, the Employee has executed this Undertaking:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Judith Vandsburger

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# 

**APPENDIX B**

**Letter of Undertaking**

I, Judith Vandsburger of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, United States of America, Passport number: \_\_\_\_\_\_\_\_\_\_\_, hereby acknowledge, accept and undertake the following:

**General**

1. I have the right to work in \_\_\_\_\_\_\_\_, United States of America;
2. I will perform all my duties with all proper skill and care in accordance with accepted standards and guidelines and the Client’s requests and specifications;
3. I will comply with any rules, policies or obligations (including, without limitation, to any health and safety, site and security regulations and IT security policies) in force at the premises where I will be providing Services;
4. I will sign any documents relating to confidentiality and intellectual property or any other matters which the Client may require prior to the commencement of my engagement;
5. [Deleted];

**Intellectual Property**

1. I will ensure that all Materials prepared by it or I will be delivered to and become the property of the Client on the termination of this Agreement;
2. I will ensure that all Intellectual Property Rights written, made or discovered by me in the performance of the Services will vest in the Client by way of future assignment. Also I will take all steps necessary to vest the Intellectual Property Rights referred to herein in the Client;
3. I will vest all my Intellectual Property Rights or any Intellectual Property Rights of any third party utilized by me in providing the Services in the Client on the termination of the Agreement.

**Data Protection**

1. I hereby consent to the Client holding, processing and disclosing my personal data within and outside of the European Union, to persons and organizations including, but not limited to, personnel engaged by the Client, any group company of the Client or to the Client’s customers or suppliers.

**Confidentiality**

1. I will keep confidential and not divulge to any third party all Confidential Information received by it or me whether directly or indirectly and whether or not marked as “confidential”.

**Client Specific Addendum**

1. I will not engage in any conduct or omit to engage in any conduct which may be detrimental to the image or reputation the Client or which may result in financial loss or damage to the Client;
2. I will notify XML by 10.00am on any day that I am not able to work and will give reasonable notice to XML of any period of absence for which I know in advance that I will not be able to perform the duties under the Agreement.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Judith Vandsburger

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX C**

**Confidentiality and Intellectual Property Undertaking**

I, Judith Vandsburger of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, United States of America, Passport number: \_\_\_\_\_\_\_\_\_\_, hereby agree that:

1. During the period of my Assignment and for 6 months thereafter, unless the Agreement is terminated as a result of the Client’s breach, I shall not directly or indirectly on my own account or on behalf of any other person do any of the following or assist any person to do so without the Client’s written consent:

1.1. Solicit or offer employment to or engage or entice away any of the Client’s staff who have been associated with my Assignment within the previous 6 months;

1.2. accept employment, an engagement or contract from any customers of the Client with whom I have had dealings in the course of my Assignment where I became aware of the vacancy, work or opportunity or was identified as a candidate as a result of my Assignment;

1.3. solicit business that is in competition with the Client’s business from a customer, including, but not limited to a customer of the Client;

1.4. interfere or seek to interfere or take such steps as may interfere with the supply (or terms relating to such supply) of services to the Client by any person who has supplied services to the Client and was associated with my Assignment within the previous 6 months whether or not such person would commit any breach of contract by any such action.

2 During the period of my Assignment I will comply with the Client Policies and rules on Health and Safety and Drugs and Alcohol.

3 As beneficial owner of the Materials I hereby:

3.1 assign to the Client, free from all encumbrances, all the copyright, future copyright, and all the other rights of whatever nature in the Materials;

3.2 represent, warrant and undertake that:-

3.2.1 The Materials shall be my original work and shall not have been copied either in whole or in part;

3.2.2 I shall not at any time grant any rights in the Materials to any party other than the Client;

3.2.3 No party other than the Client will at any time have any rights in and to the Materials; and

3.2.4 I shall promptly, at the Client’s request, do all acts and execute all documents necessary to secure for the Client the full benefit of the undertakings, warranties and representations contained herein.

4. I shall keep and maintain all confidential information received from the Client in the strictest confidence and not to disclose such information to any third party without the prior written consent of the Client;

5. I shall use all reasonable endeavors to assist the Client in recovering and preventing the use, dissemination, sale, or other disposal of any confidential information which has been disclosed or used in an unauthorized manner due to the disclosure of such confidential information to me without prejudice to any other rights which the Client may have in respect thereof.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Judith Vandsburger

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX D**

**Information and Communications Systems Policy**

# The Client’s information and communication systems, including the Client’s connections to the Internet, are vital to the Client’s business.

# The Employee will only use them for appropriate purposes which are limited to the following:-

# Conducting the Client’s business; or

# For other incidental purposes authorized by the Client or by applicable Client guidelines, such as the Client’s guidelines on Internet use.

# It is inappropriate to use the Client’s systems to visit Internet sites that feature sexual content or that advocate intolerance of others. It is also inappropriate to use them in a manner that interferes with the Employee’s productivity or the productivity of others.

# The Employee is responsible to ensure that his/her use of Client systems is appropriate. Inappropriate use of the Client’s systems is a misuse of the Client’s assets.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Judith Vandsburger

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX E**

**Time sheeting & Expense Policy and Guidelines**

For the avoidance of doubt a Professional Working Day is 8 hours. Relevant timesheets signed by a line manager will be required for any payments to be made. If you have to submit time sheets than this job is like that of an hourly worker or non-exempt employee. Usually a Director of Sales has job autonomy to make most of their own decisions and guide their own work day so they are classified as salary and exempt workers. They may not understand CA payroll law but it’s weird that you would be an hourly worker as a Director.

The policy on time-sheeting and expenses is in place to ensure that Employee is paid and the Client is invoiced in accordance with specified timescales.

### 

### Time sheeting

Employee will be required to submit signed timesheets in order for payments to be released. (Again, I think they have this position classified incorrectly. You should be salaried and not having to turn in time sheets.)

### Expenses

Employee will submit expense forms signed by the Client line manager and provide copies of receipts with the appropriate invoices to XML in line with the above timelines.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Judith Vandsburger

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX F (This is an Exempt, Salaried Job as written)**

**Job Description Director of Sales – Massivit 3D**

**Position Review**

The Director of Sales is responsible for achieving sales, profitability, and partner recruitment objectives. The Channel Manager reports to the Vice President of Sales.

**Job Responsibilities:**

* Sell Massivit 3D printers both directly to end users and through channel partner in coordination with partners’ sales resources;
* Meet assigned targets for profitable sales’ volume and strategic objectives in assigned partner accounts;
* Proactively lead a joint partner planning process to develop mutual performance objectives, financial targets, and critical milestones associated with productive partner relationship;
* Manage potential channel conflicts by fostering excellent communication internally and externally, and through strict adherence to channel rules of engagement;
* Proactively recruit new qualified channel partners;
* Meet assigned expectations for profitability;
* Work closely with Customer Service to ensure customer satisfaction and problem resolution;
* Readiness to work in a start-up environment, flexible hours (reasonable availability to bridge time difference with Israel) in fast growing dynamic company;
* Work with CRM system for monitoring and report lead status and opportunities;
* This position requires extensive travel (50%-60%).

**APPENDIX G**

**Compensation**

|  |  |
| --- | --- |
| **Annual Compensation** | |
| **Salary Breakdown** | **Annually, gross (US Dollars)** |
| Base Salary | 108,000.- |

1. Employee will be eligible to an incentive plan that could see him/her earn up to additional USD 84,000.- (in words: one hundred forty five thousand and two hundred US Dollars) yearly, uncapped, if the Employee meets the targets set by the XML Client. The targets and details of the incentive plan will be updated and provided to the Employee every year.
2. Sales Commissions You need to calculate these to make sure they are accurate and competitive. I don’t deal with sales commissions typically. Note: 1% of 2,800,000 is 28K not 14K. Not sure how they are doing the scale. You would know better since you are in Sales. Just make sure to check the math here.

|  |  |  |  |
| --- | --- | --- | --- |
| **TP** | **USD 280,000** | | |
| 1--5 | USD 2,800 | 1% | USD  14,000 |
| 6--10 | USD  4,200 | 1.50% | USD  21,000 |
| 11--15 | USD 5,600 | 2% | USD  28,000 |
| 16--18 | USD 7,000 | 2.50% | USD  21,000 |
|  |  |  | **USD**  **84,000** |

Commissions are paid on the end-of-month pay day of the month following receipt of payment by Massivit.

1. The Employee will be entitled to claim as expenses:

* Communications expenses (phone and internet expenses);
* Reasonable pre-approved work-related expenses.

1. The Employee will arrange his own medical insurance in terms essentially identical to those in the enclosed Appendix H, showing the Employee’s existing medical insurance terms. The Employer will reimburse the Employee for the premiums paid for the Medical Insurance exceeding USD \_\_\_\_\_\_\_ per year against Employee providing relevant receipts.
2. 401K Plan. During the term of this Agreement, the Employee shall be eligible to participate in the Employer's 401(k) defined contribution plan (the "401(k) Plan") on the same terms and conditions applicable to all full-time employees of Company. The 401(k) Plan currently requires 1,000 Hours of Service, as that term is defined in the 401(k) Plan, to the Company prior to the employee being eligible to participate and provides that Company will match 100% of the employee's elective deferrals up to 6% of the employee's contributions.

**APPENDIX H**

**Medical Insurance**

To be provided by Employee