
MILES MODELS, LLC

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INDEPENDENT EMPLOYMENT AGREEMENT AND RESTRICTION

Employment Agreement, between MILES MODELS, LLC (the "Company") and _____ (the "Independent Employee").

1. For good consideration, the Company employs the Independent Employee on the following terms and conditions.

2. **Term of Employment.** Subject to the provisions for termination set forth below this agreement will begin on _____, 20____, unless sooner terminated.

3. **Duties and Position.** The Company hires the Independent Employee in the capacity of MODEL / TALENT. The Independent Employee's duties may be reasonably modified at the Company's discretion from time to time.

4. **Independent Employee to Devote Part Time to Company.** The Independent Employee will devote part time, attention, and energies to the business of the Company, and, during this employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. Independent Employee is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies.

5. **Confidentiality of Proprietary Information.** Independent Employee agrees, during or after the term of this independent employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity. Should Independent Employee reveal or threaten to reveal this information, the Company shall be entitled to an injunction restraining the Independent Employee from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed, the right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Contractor for a breach or threatened breach of this condition, including the recovery of damages from the Independent Employee..

6. Restriction. The Independent Employee shall be entitled to terminate their non-exclusive contract at any time.

7. Cancellation. In the event that the Independent Employee cannot perform the duties because of illness or incapacity for a period of more than 72 hours. If the Independent Employee is absent or cancelled from work for any reason for a continuous period without further written notice will be fine of 20 percent, repeat mistakes the Company may terminate the Independent Employee's employment, and the Company's obligations under this agreement will cease on that date.

8. Termination of Agreement. Without cause, the Company may terminate this agreement at any time upon 15 days' written notice to the Independent Employee. If the Company requests, the Independent Employee will continue to perform his/her duties and may be paid his/her regular PAY RATE up to the date of termination.

Without cause, the Independent Employee may terminate employment upon AT ANY TIME days' written notice to the Company. The Company may terminate the Independent Employee's employment upon 30 days' notice to the Independent Employee should any of the following events occur:

- (a) The sale of substantially all of the Company's assets to a single purchaser or group of associated purchasers; or
- (b) The sale, exchange, or other disposition, in one transaction of the majority of the Company's outstanding corporate shares; or
- (c) The Company's decision to terminate its business and liquidate its assets; or
- (d) The merger or consolidation of the Company with another company; or
- (e) Bankruptcy or chapter 11 reorganization.

9. Restriction on Post Employment Compensation. For a period or after the end of employment, the Independent Employee shall not control, consult to or be employed by any business similar to that conducted by the company, either by soliciting any of its accounts or by operating within Employer's general trading area.

10. Assistance in Litigation. Independent Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

11. Effect of Prior Agreements. This Agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Independent Employee, except that this

agreement shall not affect or operate to reduce any benefit or compensation inuring to the Independent Employee of a kind elsewhere provided and not expressly provided in this agreement.

12. **Limited Effect of Waiver by Company.** Should Company waive breach of any provision of this agreement by the Independent Employee, that waiver will not operate or be construed as a waiver of further breach by the Independent Employee .

13. **Severability.** If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company (or any predecessor thereof) and the Independent Employee shall be deemed reinstated as if this agreement had not been executed.

14. **Assumption of Agreement by Company's Successors and Assignees.** The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

15. **Oral Modifications Not Binding.** This instrument is the entire agreement of the Company and the Independent Employee. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Signed this _____ day of _____ 20____.

Independent Employee's Signature

Printed Name

Company Representative's Signature

Printed Name