

## **EMPLOYMENT CONTRACT № 142**

**THIS SALES ASSISTANT EMPLOYMENT CONTRACT** (“Contract”) is made and entered into this 24 day of October, 2005 (the “Effective Date”), by between Italian SoftWare Group Inc., and \_\_\_\_\_(full name, according passport) “Sales Assistant”).

Italian SoftWare Group Inc. and Sales Assistant, intending to become legally bound, agree:

### **ARTICLE 1.**

#### **EMPLOYMENT PLACEMENT AND TERMS**

**1.1 Employment Placement.** After filling all necessary forms and documents by Sales Assistant, Italian SoftWare Group Inc. shall use its best efforts to place Sales Assistant for incomplete employment with the individual schedule as a Sales Assistant (Employment) with Italian SoftWare Group Inc. or any regional branch of it. Italian SoftWare Group Inc. will put forth its best efforts in making it possible for the Sales Assistant to begin working within thirty (30) days from the signing of the contract. The Sales Assistant's employment does not become official until he (she) fills all necessary forms and the contract.

**1.2 Employment Placement Terms.** Each of Sales Assistant and Italian SoftWare Group Inc., as applicable, acknowledge and agree that the Employment shall include the following terms:

**1.2.1 Italian SoftWare Group Inc.** shall be responsible for complying with all applicable laws, rules and regulations in the Germany and EU, including without limitation all applicable labor laws, rules and regulations.

**1.2.2 Prevailing Wage Rate.**

Upon the commencement of Sales Assistant's employment by Italian SoftWare Group Inc. (the Employment Start Date”) Italian SoftWare Group Inc. shall pay Sales Assistant a salary in an amount at 8% of each transaction. After trial period (two weeks) the salary will be 500 EUROS (per week) plus 8 % from each transaction.

**1.2.3 Sales Assistant Duties and Services**

**(i) The contents of services:**

Obligation of Sales Assistant is processing payments from Company clients with daily inspection. That means that he is authorized person to receive money transfers, checks, money orders to his Address/bank account. The Company carries out all transfer charges.

**(ii) The schedule of work.**

Every morning in 8.30 AM Sales Assistant should check his (her) e-mail on presence of work. If there are new notices than the Sales Assistant should process a transfer within 2 hours. If there is no any notice Sales Assistant should check up e-mail after a while. The Sales Assistant always should be accessible by phone.

**(iii) The Employment shall require that Sales Assistant (a) work on necessary time basis as a Sales Assistant, (b) devote all of Sales Assistant's working time and attention to the practice of management on behalf of Italian SoftWare Group Inc., (c) observe and comply with all rules, regulations, policies and procedures established by Italian SoftWare Group Inc., (d) perform work precisely, decently, in due time, responsibly, and (e) comply with all applicable professional ethics as well as all applicable laws, rules and regulations.**

### **ARTICLE 2.**

#### **ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES, AND COVENANTS OF SALES ASSISTANT**

**2.1 Sales Assistant acknowledges, represents and warrants, or covenants, as applicable, that:**

**2.1.1 Sales Assistant shall promptly comply with all requests by Italian SoftWare Group Inc. for information and documentation relating to Sales Assistant.**

**2.1.2 All of said information and documentation provided by Sales Assistant to Italian SoftWare Group Inc. prior to and after the Effective Date is and shall be accurate and complete in all respects and not false or misleading in any respect.**

### **ARTICLE 3.**

#### **DEFAULT AND TERMINATION**

**3.1 Events of Default.** Any of the following events shall be deemed to be events of default by Sales Assistant pursuant to this Contract:

3.1.1 Sales Assistant engages in willful misconduct injurious to Italian SoftWare Group Inc.

3.1.2 Sales Assistant willfully refuses to honor the Minimum Time Commitment to Italian SoftWare Group Inc.

3.1.3 Sales Assistant fails to satisfy the Minimum Time Commitment to Employment by reason of termination of Sales Assistant with cause by Sales Assistant Italian SoftWare Group Inc.

**3.2 Remedies Upon Default.**

Upon the occurrence of a default of this Contract by Sales Assistant by reason of any of Sections 3.1.1 through 3.1.3 herein, Italian SoftWare Group Inc. shall have the sole option to pursue any one or more of the following remedies:

(i) Immediate termination of this Contract.

(ii) Recovery from Sales Assistant of all out-of-pocket costs and expenses paid or owing by Italian SoftWare Group Inc. on behalf of Sales Assistant from the Effective Date of this Contract through the date of default by Sales Assistant.

(iii) Indemnification from Sales Assistant from and against any and all claims, actions, liabilities, losses, damages, penalties, expenses, judgments and costs, including attorneys' fees and costs through all levels of appeal, and interest, which may be sustained or incurred by Italian SoftWare Group Inc. or its shareholders, directors, officers, employees or agents, irrespective of whether this Contract is in effect, arising out of or in connection with any misrepresentation in or default of this Contract by Sales Assistant.

(iv) All such remedies of Italian SoftWare Group Inc. shall be cumulative and not exclusive, and in addition, Italian SoftWare Group Inc. may pursue any other remedies that may be permitted by law or in equity. Forbearance by Italian SoftWare Group Inc. to enforce one or more of the remedies herein provided upon an event of default by Sales Assistant shall not be deemed or construed to constitute a waiver of such default or remedy.

**ARTICLE 4.**

**MISCELLANEOUS**

**4.1 Counterparts.** This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**4.2 Construction.** This Contract shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Contract to be drafted.

The parties hereto have executed this Contract as of the day and year first written above.

**Italian SoftWare Group Inc.,**

**By:**

**Director:** Sergio Cinzano

Main Department:

Via Saccomuro, 24 - Rome, Italy

Telephone and fax: +390680380085

E-mail: [softgroupinc@aol.com](mailto:softgroupinc@aol.com)



Signature: \_\_\_\_\_

*S Cinzano*

**Sales Assistant:** \_\_\_\_\_

Signature: \_\_\_\_\_

**First name:**

**Last name:**

**Address:**

**Land line #:**

**Mobile #:**

**e-mail:**