

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

Monster Offers

CIK: **1423746** | IRS No.: **261548306** | State of Incorpor.: **NV** | Fiscal Year End: **1231**
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SIC: **7389** Business services, nec

Mailing Address

27665 FORBES RD
LAGUNA NIGUEL CA 92677

Business Address

27665 FORBES RD
LAGUNA NIGUEL CA 92677
949-335-5350

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): **January 9, 2013**

Monster Offers

(Exact name of registrant as specified in its charter)

Commission File Number: 000-53266

Nevada
(State or other jurisdiction of
incorporation)

26-1548306
(IRS Employer
Identification No.)

27665 Forbes Road, Laguna Niguel CA
(Address of principal executive offices)

92677
(Zip Code)

949-335-5350
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

On January 9, 2013, Monster Offers (the “Company”) issued fifty thousand (50,000) shares of its unregistered restricted common stock to Ambrosial Consulting Group, LLC, a Nevada Limited Liability Company, Ms. J. Salwender, managing member, located at 8871 W. Flamingo Road #2-02, Las Vegas, NV 89147, in exchange for entering into a consultant agreement for a period of six (6) months, ending June 30, 2013 to assist the Company in (i) formulating, directing, and implementing strategic plans for the Company to integrate technologies into various educational fields, (ii) assisting the Company in implementing development of outreach programs to private and public school districts, (iii) identifying trends in education that could be assisted by mobile technology or mobile devices.(iiii) providing professional consulting services, as it pertains to human resources, developing and providing training curriculum/classes, employee handbook and employee compensation/benefit plans.

On January 9, 2013, the Company issued fifty thousand (50,000) shares of its unregistered restricted common stock to Thomas Mead as part of a three year Employment Agreement to serve as the Company’s Director of Technology.

The shares to Ambrosial Consulting Group, LLC and Thomas Mead will be issued pursuant to the exemption from registration provided by Section 4(2) of the Securities Act. We believed that Section 4(2) was available because the offer and sale did not involve a public offering and there was not general solicitation or general advertising involved in the offer or sale.

Ms. J. Salwender and Mr. Mead are individuals who are financially sophisticated. Before they received these unregistered securities, they was known to us and our management, through pre-existing business relationships. We did not engage in any form of general solicitation or general advertising in connection with this transaction. They were provided access to all material information, which he requested and all information necessary to verify such information and was afforded access to our management in connection with this transaction. They acquired these securities for investment and not with a view toward distribution, acknowledging such intent to us. They understood the ramifications of his actions. The shares of common stock issued contained a legend restricting transferability absent registration or applicable exemption.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits:

Exhibit	Exhibit Description	Filed herewith	Form	<u>Incorporated by reference</u>		
				Period Ending	Exhibit	Filing Date
10.24	Consulting Agreement between Ambrosial Consulting, LLC and Monster Offers, dated January 2, 2013	X				
10.25	Employment Agreement between Thomas Mead and Monster Offers, dated December 15, 2012	X				

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

MONSTER OFFERS

Registrant

Date: January 9, 2013

By: /s/ Wayne Irving II

Wayne Irving II

Chairman, Chief Executive Officer and Chief
Financial Officer

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the 2nd day of January, 2013 ("Effective Date") by and between Ambrosial Consulting Group, LLC, a woman owned business, whose address is 8871 W. Flamingo Road #2-02, Las Vegas, NV 89147, email: ambrosialconsultinggroup@gmail.com (herein referred to as "Consultant"), and Monster Offers, a Nevada corporation whose address is: 27665 Forbes Road, Laguna Niguel, CA 92677, facsimile no. 949-266-7303, email: wayne.irving@monsteroffers.com (herein referred to as the "Company").

RECITALS

WHEREAS, Consultant has extensive experience in educational consulting, both as a freelance consultant for small to mid-size companies; and

WHEREAS, the Company desires to engage the Consultant to perform certain Services (as described below) for the Company as an independent contractor and not as an employee; and

WHEREAS, Consultant desires to perform said Services.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Scope of Services.

During the Term (as defined below), Consultant shall be available to consult with the Board of Directors of the Company, the officers of the Company, and the heads of the Company's administrative staff at reasonable times in connection with Consultant's performance of the "Services". For purposes of this Agreement, the "Services" shall consist of providing the Company with consulting advice in connection with (i) the Company's formulating, directing, and implementing strategic plans to integrate technologies into various educational fields, (ii) assisting the Company in implementing development of outreach programs to private and public school districts, (iii) identifying trends in education that could be assisted by mobile technology or mobile devices.(iiii) providing professional consulting services, as it pertains to human resources, developing and providing training curriculum/ classes, employee handbook and employee compensation/benefit plans.

In his performance of the Services Consultant shall not represent, or purport to represent, the Company, its Board of Directors, its officers or any other members of the Company in any transactions or communications, nor shall Consultant make claims to do so.

2. Term. The term ("Term") of this Agreement shall commence as of the Effective Date and shall end on the date that is six (6) months subsequent to the Effective Date, subject to earlier termination by the Company for any reason or no reason by its giving Consultant ten (10) days' prior written notice of termination.

3. Compensation. As payment for his rendering of the Services, Consultant shall receive pursuant to the terms of the Agreement a flat fee payment of fifty thousand (50,000) restricted shares of common stock of the Company

(such shares, the "Payment Shares"); a stock certificate representing said Payment Shares shall be delivered by the Company to Consultant promptly upon the parties' execution and delivery of this Agreement, and in any event no later than thirty (30) days subsequent to the Effective Date. The parties hereto understand and agree that said Payment Shares shall constitute payment in full and the sole and exclusive compensation to be paid by the Company to Consultant in exchange for Consultant's rendering of the Services.

4. Miscellaneous.

4.1 Assignment. This Agreement is not transferable or assignable, without the prior written consent of the other party; provided, however, that the Company shall have the unrestricted right to assign this Agreement to an affiliate of the Company or in connection with a sale of over 50% of the issued and outstanding capital stock of the Company or a sale by the Company of substantially all of the Company's assets to a third party.

4.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by facsimile transmission of an executed copy of this Agreement by the other party, and acceptance of such facsimile copies shall create a valid and binding agreement between the parties.

4.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this Agreement.

4.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

4.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.

4.6 Waiver and Amendment. Except as otherwise provided herein, the provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the mutual written agreement of the parties.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

4.8 Governing Law; Jurisdiction. This Agreement is governed by and shall be construed in accordance with the internal law of the State of California without reference to its rules as to conflicts of law. Any disputes under this Agreement shall be brought in the state courts and the Federal courts located in Orange County, California, and the parties hereby irrevocably consent to the personal jurisdiction and venue of these courts.

4.9 Any notice hereby required or permitted to be given pursuant to this Agreement shall be sufficiently given if in writing and delivered in person or sent by facsimile, electronic mail, overnight courier or First Class mail, postage prepaid, to either party at the address of such party stated in the initial paragraph of this Agreement or such other address as shall have been designated by written notice by such party to the other party in accordance with this Section 4.9. Any notice or other communication required or permitted to be given under this Agreement will be deemed given (i) upon personal delivery to the party to be notified (ii) on the day when delivered by electronic mail to the proper electronic mail address, (iii) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iv) the first business day after deposit with a nationally recognized overnight courier, specifying next day delivery, or (v) the third business day after the day on which such notice was mailed in accordance with this Section.

4.10 Should suit be brought to enforce or interpret any part of this Agreement, the “prevailing party” shall be entitled to recover its costs of suit, including reasonable attorneys’ fees from the non-prevailing party.

4.11 Independent Contractor. Each of the parties understands and agrees that in connection with Consultant’s rendering of Services pursuant to this Agreement, Consultant shall be deemed at all times to be an independent contractor of the Company, and that under no circumstances shall Consultant be deemed an employee, agent, or representative of the Company. Consultant shall have no right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the Company. In connection with his performance of the Services, Consultant is not entitled to unemployment insurance or workers compensation insurance, and Consultant shall be solely responsible for timely remittance to appropriate authorities of all federal, state, and local taxes and charges incident to the provision of and payment of compensation for Services. CONSULTANT SHALL NOT HOLD HIMSELF/HERSELF/ITSELF OUT OR OTHERWISE REPRESENT HIMSELF/HERSELF/ITSELF TO ANY PERSON OR ENTITY AS ANYTHING OTHER THAN AN INDEPENDENT CONSULTANT OF THE COMPANY, REGARDLESS OF ANY TITLE OR DESIGNATION THAT CONSULTANT MAY HOLD WITH THE COMPANY.

4.12. Expenses. Consultant shall be entitled to receive reimbursement for reasonable expenses incurred by Consultant directly in connection with Consultant’s performance of Services during the Term only to extent that all such expenses have been approved by the Company in advance and in writing, and in connection with obtaining any such reimbursement, Consultant must submit an expense account report detailing the applicable costs together with supporting statements, documentation, and/or receipts as are reasonably required by the Company (such materials to be submitted in connection with any such reimbursement, the “Reimbursement Reports”). To be eligible to receive reimbursement payments pursuant to this Section 4.12, Consultant shall submit any Reimbursement Reports within 15 days of Consultant’s incurrence of said expenses, and Company shall pay reimbursement to Consultant for such expenses within 30 days of Consultant’s submittal of such Reimbursement Reports.

4.13. Written Reports. Upon request, Consultant shall promptly furnish the Company written reports (“Written Reports”) pertaining to the Services in the detail and form that the Company may reasonably require.

4.14. Compliance with Laws and Company Rules. In the event that rendition of the Services requires Consultant to be located at facilities of the Company, Consultant shall comply with all applicable federal and state laws and regulatory requirements and all safety and health regulations and other rules and policies prescribed by the Company.

4.15 Non-disclosure and Non-Use of Company Confidential Information; Non-solicitation/non-competition; Ownership of property, inventions, improvements and original works of authorship.

4.15.1 For purposes of this Agreement, Company Confidential Information means any confidential, proprietary, and/or trade secret information of the Company or material derived therefrom, unknown to the general public, which is disclosed by the Company to the Consultant under this Agreement and/or in connection with Consultant’s performance of the Services. Company Confidential Information includes, without limitation, technical, trade secret, commercial, and financial information about either party’s (a) research or development; (b) marketing plans or techniques, contacts, or customers, including statistical sales information; (c) organization or operations; (d) business development plans (i.e., licensing, supply, acquisitions, divestitures, or combined marketing), forecasts or similar documents; (e) products, licenses, trademarks, patents, other types of intellectual

property, or any other contractual right or interest, either as of, or subsequent to, the Effective Date; (f) information regarding employees or independent contractors hired or engaged by the Company; and (g) client databases and customer lists. All Company Confidential Information disclosed by the Company to Consultant in tangible form (including, without limitation, information incorporated in computer software) shall be and remain the property of the Company. Consultant shall neither use nor disclose Company Confidential Information from the Company for any purpose other than Consultant's rendering of the Services. The parties hereto recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Company Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Company Confidential Information. Consultant shall not make, have made, use or sell for any purpose any product, service or other item using, incorporating or derived from any Company Confidential Information.

- 4.15.2 Upon the expiration or termination of this Agreement, Consultant shall return to the Company all tangible forms of Company Confidential Information then in his possession, including any and all copies and/or derivatives of Company Confidential Information made by Consultant as well as any writings, drawings, specifications, manuals, or other printed or electronically stored material based on, or derived from, Company Confidential Information. Any material or media not subject to return must be destroyed. Consultant shall not disclose to third parties any Company Confidential Information or any reports, recommendations, conclusions, or other results of work under this Agreement without prior consent of an authorized officer of the Company. The obligations set forth in this Section 4.15, including the obligations of confidentiality and non-use, shall be continuing and shall survive the expiration or termination of this Agreement and will continue for a period of five (5) years.
- 4.15.3 The obligations of confidentiality and non-use set forth herein shall not apply to the following: (i) Company Confidential Information at or after such time that it is or becomes publicly available through no fault of the Consultant; (ii) Company Confidential Information that is already independently known to the Consultant as shown by prior written records; (iii) Company Confidential Information at or after such time that it is disclosed to the Consultant by a third party with the legal right to do so; or (iv) Company Confidential Information required to be disclosed pursuant to judicial process, court order, or administrative request, provided that the Consultant shall so notify the Company sufficiently prior to disclosing such Company Confidential Information as to permit the Company to seek a protective order.
- 4.15.4 As a material inducement for the Company to enter into this Agreement, Consultant agrees that during the Term of this Agreement, and for a period of three (3) years thereafter, Consultant will not directly or indirectly, individually, in partnership or in conjunction with any person, association or company, in any capacity whatsoever: (a) solicit, induce, or attempt to influence, directly or indirectly, any supplier, client, customer, or prospective supplier, client or customer of the Company to reduce, curtail or discontinue business with the Company; (b) employ or retain or attempt to employ or retain, directly or indirectly, any person who at that time is, or within twelve (12) months prior thereto had been, employed or retained by the Company; or (c) solicit, induce or attempt to influence, directly or indirectly, any employee or independent contractor of the Company to reduce, curtail or terminate his, her or its employment or independent contractor relationship with

the Company. In addition, as a material inducement for the Company to enter into this Agreement, Consultant agrees that during the Term of this Agreement, Consultant will not directly or indirectly, individually, in partnership or in conjunction with any person, association or company, in any capacity whatsoever directly or indirectly, promote, sell or solicit orders for any products or services which, in the opinion of the Company, are in competition with the Company products or services.

4.15.5 Nothing in this Agreement is intended to grant any right Consultant under any patent, mask work right, copyright, trade secret or property right (including without limitation any intellectual property right) of the Company, and the parties understand and agree that any and all property owned by the Company prior to or subsequent to the Effective Date remain the exclusive property of the Company, notwithstanding the parties' execution and delivery of this Agreement. All work arising from the Services performed hereunder and all materials and products developed or prepared for Company by Consultant in connection with the Services performed hereunder are the exclusive property throughout the work of Company, and all right, title and interest therein shall vest in Company. All documentation, inventions, discoveries, processes, ideas, methods, designs, know-how, whether or not patentable, and other copyrightable materials developed or prepared by Consultant in connection with the services performed hereunder shall be assigned to the Company. Any and all inventions, discoveries, processes, ideas, methods, designs and know-how, whether or not patentable, which Consultant may conceive or make either alone or in conjunction with others, during the Term of this Agreement, which in any way pertain to or are connected with the Services performed hereunder, shall be the sole and exclusive property throughout the world of Company; and Consultant, whenever requested to do so by Company, at Company's expense, and without further compensation or consideration, shall promptly execute any and all applications, assignments and other instruments and perform such acts which Company shall deem necessary or advisable in order to apply for and obtain copyrights, letters patent and other applicable statutory protection throughout the world for said inventions, ideas and discoveries, and in order to assign and convey to Company the sole and exclusive right, title and interest throughout the world in and to said inventions, discoveries, processes, ideas, methods, designs and know-how, or any applications, copyrights or patents thereof.

4.16 The parties acknowledge and agree that, if there is any breach by Consultant of the provisions of Section 4.15 of the Agreement, the Company will suffer irreparable injury that cannot be compensated by money damages and therefore will not have an adequate remedy at law. Accordingly, if the Company institutes an action or proceeding to enforce the provisions of Section 4.15 of this Agreement, the Company will be entitled to seek such injunctive relief, specific performance, or other equitable remedy from a court of competent jurisdiction as may be necessary or appropriate to prevent or curtail any such breach, threatened or actual. These rights will be in addition to and without prejudice to such other rights as the Company may have in law or in equity.

4.17 Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative, no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

4.18 Except as otherwise expressly stated herein, termination of this Agreement for any reason shall not affect any of the rights or obligations of either party that exists as of the date of termination, and which rights and obligations shall survive such termination.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

Monster Offers

By: /s/ Wayne Irving
Wayne Irving
CEO

Ambrosial Consulting Group, LLC

/s/ J. Salwender

J. Salwender
Managing Member

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into this as of this 15th day of December 2012 (the “Effective Date”), by and between Monster Offers, a Nevada corporation, with a principal place of business located at 27665 Forbes Rd #101, Laguna Niguel, CA 92677, facsimile number: (949) 266-5597, email address: wayne.irving@monsteroffers.com (“Employer”) and Thomas Mead, an individual residing at 248 West Avenida Palizada #9, San Clemente, CA, (“Employee”).

Employer hereby employs Employee, and Employee agrees to work for Employer, under the following terms and conditions:

1. AGREEMENT TO EMPLOY AND BE EMPLOYED

Employer hereby employs Employee in the position of Director of Technology, and Employee hereby accepts and agrees to such employment.

2. EMPLOYEE WARRANTIES

Employee warrants and represents that Employee has the ability to enter into this Agreement and the legal right to work in the United States; that Employee’s entering into and performance under this Agreement will not violate Employee’s agreement with any third party; and that there are no restrictions or obligations to any third party which may restrict Employee’s performance of duties under this Agreement. Employee has not provided, or promised to provide, Employer with any confidential information, trade secrets, or property of any former or current employer of Employee.

3. DESCRIPTION OF EMPLOYEE'S DUTIES

Subject to the supervision and pursuant to the orders, advice, and direction of Employer, Employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by Employer.

Employee shall report to Wayne Irving, II, Chief Executive Officer (“CEO”) and Chairman of the Board of Directors of the Employer in connection with his employment hereunder.

Employee will generally report to and work at the following location: 27665 Forbes Rd #101, Laguna Niguel, CA 92677

4. MANNER OF PERFORMANCE OF EMPLOYEE'S DUTIES

Employee shall at all times faithfully, industriously, and to the best of Employee’s ability, experience, and talent, perform all duties that may be required of and from Employee pursuant to the express and implicit terms

hereof, to the reasonable satisfaction of Employer. Such duties shall be rendered at the above mentioned premises and at such other place or places as Employer shall in good faith require or as the interests, needs, business, and opportunities of Employer shall require or make advisable, which may include domestic and international travel. Employee shall comply with all stated standards of performance, policies, rules, and regulations of Employer. Employee shall also comply with such future Employer policies, rules, regulations, performance standards, and manuals as may be published or amended by Employer from time to time, including without limitation, any employee handbook or similar materials that have been provided to Employee.

5. DURATION OF EMPLOYMENT

The term (“Term”) of employment shall be three (3) years, commencing on the Effective Date and terminating December 14, 2015, subject, however, to prior termination as provided in Sections 9, 10, and 11 of this Agreement or a written, mutually agreeable extension of the term of employment.

6. SALARY AND BENEFITS; REIMBURSEMENT; ANNUAL BONUS; KEY MAN INSURANCE; DRESS REQUIREMENTS.

(a) Employer shall pay Employee, and Employee agrees to accept from Employer, as payment for Employee's services rendered hereunder, salary compensation paid at the following rate over the course of the Term of employment: \$47,000.00 annually, payable on a calendar monthly basis for each prior calendar monthly period in which applicable services have been rendered. Unless otherwise agreed to by Employer in writing or as stated herein, Employee will receive no cash or non-cash employee benefits in connection with the employment and pursuant to this Agreement. Employee's salary compensation paid pursuant to this Section 6(a) shall be subject to an increase of 4.5% upon commencement of each of the one-year and two-year anniversaries of this Agreement.

(b) In addition to the foregoing, Employer will reimburse Employee for any and all necessary, customary, and usual expenses incurred by Employee on behalf of Employer pursuant to Employer's policies, including without limitation, Employee's providing Employer with necessary documentation evidencing expenditures and obtaining required prior approvals for expense incurrence.

(c) During the employment Term, Employee will be eligible to receive bonus payments and as reasonably approved by Employer's Board of Directors (the “Board”).

(d) Employer shall make available to Employee the same insurance and other employee benefits made available by the Employer to other similarly situated employees (e.g. other executives or management), if any (e.g., medical, dental, vision, life, accidental death and dismemberment, short-term disability and long-term disability plans).

(e) As a material condition of his employment hereunder, Employee agrees to reasonably cooperate with Employer's efforts to obtain key-man life insurance insuring the life of Employee for the benefit of Employer.

(f) As a material condition of, and in connection with, his employment hereunder, Employee agrees to comply with Employer's rules and policies relating to dress code, and otherwise agrees to maintain a professional appearance while working at Employer's offices or otherwise working on official Employer business activities.

(g) In connection with Employee's employment hereunder, Employer agrees to pay Employee the following monthly car allowance (pro-rated for partial calendar month periods during the Term) ("Car Allowance"): (i) during the first year of the Term, \$150.00 per month; (ii) during the second year of the Term, \$200.00 per month; and (iii) during the third year of the Term, \$250.00 per month. The Car Allowance payments will be used by Employee to subsidize Employee's transportation costs in connection with said employment hereunder, and unless otherwise authorized by Employer in accordance with Employer's reimbursement policies, no additional reimbursements or benefit payments relating to Employee's transportation expenses will be paid pursuant to this Agreement. Each monthly Car Allowance payment will be made to Employee on or about the fifth day of each calendar month in connection with Employee's rendering of services hereunder during the immediately preceding partial or full calendar month period during the Term.

(h) In connection with Employee's employment hereunder, Employee shall also receive pursuant to the terms of the Agreement a flat fee payment of fifty thousand (50,000) restricted shares of common stock of the Company (such shares, the "Payment Shares"); a stock certificate representing said Payment Shares shall be delivered by the Company to Employee promptly upon the parties' execution and delivery of this Agreement, and in any event no later than thirty (30) days subsequent to the Effective Date. The parties hereto understand and agree that said Payment Shares shall constitute payment in full and the sole and exclusive compensation to be paid by the Company to Employee in exchange for Employee's rendering of the Services.

7. CONFIDENTIALITY

The parties hereto understand and agree that the terms and provisions of that certain Confidentiality Agreement dated as of even date herewith and attached hereto as Exhibit 1 (the "Confidentiality Agreement") are hereby incorporated herein by reference. The parties also understand and agree that: (i) the terms and provisions of this Agreement and any attachments to this Agreement, but not the existence of this Agreement, shall be deemed "Confidential Information" for purposes of, and as defined under, the Confidentiality Agreement, and (ii) this Agreement constitutes a "Employment Agreement" for purposes of, and as contemplated by, the Confidentiality Agreement.

8. NON-SOLICITATION

As a material inducement for the Employer to enter into this Agreement, Employee agrees that during the term of this Agreement, and for a period of two (2) years thereafter, Employee will not directly or indirectly, individually, in partnership or in conjunction with any person, association or company, in any capacity whatsoever: (a) solicit, induce, or attempt to influence, directly or indirectly, any supplier, customer, or prospective supplier or customer (including, without limitation, those Employer clients/customers sold or serviced by you during the term of this Agreement) of Employer to reduce, curtail or discontinue business with the Employer, (b) employ or retain or attempt to employ or retain, directly or indirectly, any person who at that time is, or within twelve (12) months prior thereto had been, employed or retained by Employer, or (c) solicit, induce or attempt to influence, directly or indirectly, any employee or independent contractor of the Employer to reduce, curtail or terminate his, her or its employment or independent contractor relationship with the Employer. In addition, as a material inducement for the Employer to enter into this Agreement, Employee agrees that during the Term, Employee shall not engage in any business activities that directly compete with the business of the Employer.

9. OPTION TO TERMINATE ON PERMANENT DISABILITY OF EMPLOYEE

Notwithstanding anything in this Agreement to the contrary, and subject to any limitations imposed by applicable state or federal law, the parties each have the option to terminate this Agreement in the event that during the Term Employee shall become permanently disabled to the extent Employee is unable to perform the essential functions of Employee's duties even with reasonable accommodation. Upon such notice pursuant to this Section 9, this Agreement shall be terminated, effective on the last day of the month in which the notice is mailed to the other party, with the same force and effect as if such last day of the month were the date originally set forth as the termination date set forth in Section 5.

10. DISCONTINUANCE OF BUSINESS AS TERMINATION OF EMPLOYMENT

In the event that Employer shall discontinue business operations, then this Agreement shall terminate as of the last day of the month in which such business operations cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof, except that Employer shall pay all accrued and unpaid salary payments described in Section 6, above. Business operations shall be deemed to mean regular business operations, excluding the wind-up, sale, or transfer of business operations, or the preparation for the same.

11. TERMINATION

(a) Employer may terminate this Agreement by giving five (5) days' written notice to Employee upon the occurrence of any the following events (a "Termination For Cause"): for just cause based upon material nonperformance of duties, gross negligence, gross insubordination or fraud by Employee, material breach by Employee of the terms and conditions of this Agreement, Employee's failure to pass a routine background check in connection with the commencement of employment hereunder, and/or Employee's conviction of a felony or crime involving moral turpitude.

(b) This Agreement shall also terminate immediately upon the death of Employee.

(c) In addition, this Agreement may be terminated by either party for any reason or for no reason through transmittal of thirty (30) days' prior written notice of termination to the other party (such termination, a "Termination For Convenience").

(d) The parties understand and agree that in connection with any termination of this Agreement, in the event of a Termination For Cause by Employer pursuant to Section 11(a), Employer shall have no obligation whatsoever to pay Employee any salary payments or reimbursements or Car Allowance payments pursuant to Section 6, whether earned, accrued or unearned.

(e) Except as set forth above in Section 11(d), in the event of any termination of this Agreement, including without limitation in the event of a Termination For Convenience by Employer, within thirty (30) days of any termination of this Agreement, Employee shall be paid any compensation earned prior to termination pursuant to Section 6(a) and shall be paid any expense reimbursements or Car Allowance payments pursuant to Section 6(b).

(e) Subject to the above provisions of Section 11, termination of this Agreement shall not affect any of the rights or obligations of either party which exist as of the date of termination or expiration, and which rights and obligations shall, by their nature, survive such termination or expiration.

12. LITIGATION ASSISTANCE

Employee shall, upon reasonable notice, furnish such information and proper assistance to Employer as it may reasonably require in connection with any litigation, arbitration, mediation, or investigation in which it is, or may become, a party, either during or after Employee's employment with Employer. Employer shall prepay or timely reimburse Employee's reasonable expenses required or incurred in providing such assistance.

13. [INTENTIONALLY BLANK]

14. ENTIRE AGREEMENT

This Agreement, together with any documents or agreements referred to herein and any exhibits or other attachments hereto, contains the sole and entire agreement between the Parties with regard to Employee's employment, and supersedes any and all other agreements between them relating to the same subject matter. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the Agreement, and has been afforded the opportunity to consult with counsel of his or its choosing. The parties further acknowledge that any statements or representations that may have previously been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

15. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING; CONSTRUCTION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed. The provisions of this paragraph may not be waived except as set forth herein. The language used in this Agreement will be deemed to be the language chosen by parties to express their mutual intent, and no rule of strict construction will be applied against either party. As context may require, the singular shall mean and include the plural and vice versa, and the masculine shall include the feminine and vice versa.

16. SEVERABILITY

If, for any reason, any provision of this Agreement is held invalid, it is the intent of the Parties that all other provisions of this Agreement shall remain in full force and effect.

17. ASSIGNMENT

This Agreement may be assigned by Employer to another employer in conjunction with the sale, merger, reorganization, bankruptcy, or dissolution of Employer upon written notice to Employee and provided that all other provisions and terms of this Agreement are honored by the assignee. This Agreement may not be assigned or subcontracted by Employee under any circumstances.

18. BINDING EFFECT OF AGREEMENT

This Agreement and all of Employer's rights hereunder shall be binding on, inure to the benefit of, and be enforceable by Employer and its legal representatives, successors, and assigns. This Agreement and all of Employee's rights hereunder shall be binding on, inure to the benefit of, and be enforceable by Employee and his legal representatives.

19. ADDITIONAL MISCELLANEOUS

(a) Notices given under this Agreement must be in writing and sent via email, facsimile, overnight courier, hand delivered, or mailed by certified or registered mail, to the party at its address set forth at the beginning of this Agreement, or to the e-mail address or facsimile number provided to the other party in writing from time to time. Either party may change its address by giving notice of such change to the other party. If notice is made by personal delivery, courier or mail, notice will be deemed made upon delivery. If notice is made by e-mail or facsimile, notice will be deemed made upon transmission of the e-mail or facsimile.

(b) This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule. Any disputes under this Agreement shall be brought in the state courts and the Federal courts located in Orange County, California, and the parties hereby consent to the personal jurisdiction and venue of these courts. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. If any party initiates legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover against the non-prevailing party such attorneys' fees as may be awarded by a court of competent jurisdiction, together with its costs of suit incurred therein. Employee also acknowledges that the restrictions and covenants set forth in Sections 7 and 8 above, and as set forth in the Confidentiality Agreement are, in view of the nature of the business of the Employer, reasonable and necessary to protect the legitimate interests of the Employer, that the Employer would not have entered into this Agreement in the absence of such restrictions, and that any violation by Employee of any provisions of Sections 7 or 8 above, or of the Confidentiality Agreement, will result in irreparable injury to the Employer. The parties also acknowledge that the remedy at law for any violation of these restrictions and/or covenants will be inadequate, that with respect to each and every violation or threatened violation of Sections 7 or 8 above, or of the Confidentiality Agreement, the Employer shall be entitled to seek temporary and permanent injunctive relief, without the necessity of proving actual damages, that the Employer shall be entitled to seek an equitable accounting of all earnings, profits, and other benefits arising from any such violation, which rights shall be cumulative of and in addition to any other rights or remedies to which the Employer may be entitled, and that in the event of any such violation or threatened violation the Employer shall be entitled to commence an action for temporary and permanent injunctive relief and other equitable relief in any court of competent jurisdiction. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative, no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy. Each party represents and warrants that he or it has the right to enter into and deliver this Agreement and to grant the rights and undertake the duties provided for in this Agreement. This Agreement and the respective rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties only after the Agreement has been fully executed and delivered by an authorized representative of the respective parties.

(c) Each of the parties acknowledges having fully read and understand this Agreement, and each has been encouraged to have legal counsel advise them in connection with the execution of this Agreement. Each of the parties understands and agrees that it/he either has had its/his legal counsel review this Agreement or expressly

and knowingly waives its/his right to have such legal counsel review this Agreement. The subject headings of the sections or paragraphs of this Agreement are included for purposes of convenience and reference only and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

(d) This Agreement may be executed in a number of counterparts, and all executed counterparts together will constitute one and the same agreement. Any such execution may be of a facsimile copy hereof, and any signature transmitted to another party by facsimile will be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

MONSTER OFFERS (“EMPLOYER”)

/s/ Wayne Irving

By: WAYNE IRVING

Title: CEO and Chairman of the Board

EMPLOYEE

/s/ Thomas Mead

Print Name: THOMAS MEAD