



ASA PUBLISHING CORPORATION
DEPARTMENT-BOOK PUBLISHING
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WWW.ASAPUBLISHINGCORPORATION.COM
PUBLIC RELATIONS
SALES MARKETING/MEDIA REP

COMPENSATION AGREEMENT

OUTSOURCE CONTRACTOR – PUBLIC RELATIONS SALES REPRESENTATIVE

1. As an outsource contractor you are in charge of how much money you can earn at any given time. You set your own hours. You can be able to sign-in at our office and utilize our equipment at one of our stations (if available). Working from other venues, you can call-in or email for clientele assignments. It is entirely up to you to make the amount that “You” desire. We only ask that you time manage your assigned clients respectively and without partiality, and at least meet our overall monthly minimum quota by the end of each month.
2. **Standard Pay Commission** – This is a set of monthly commissions that are based upon two categories in which the Publicist can receive payment:
 - Monthly Incentive Pay
 - Consumers Direct Sales Commission

RECITAL IMPLEMENTATION

3. This Agreement shall be effective as of the date set forth herein.

4. This Agreement is entered into, guided by and governed by the laws of the State of Michigan. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the validity, legality and enforceability of the remaining provisions of the contract shall not in any way be affected or impaired.
5. This document describes the agreement between:
 - a) _ASA Publishing Corporation_ (hereinafter referred to as the "COMPANY") and;
 - b) _____ (Subcontractor hereinafter referred to as the "PUBLICIST" and "PAYEE") regarding terms related to compensation.
6. Company and Payee enter into this agreement whereby Payee provides services to the Company and customers (ASA Clients) of Company, in return for compensation specified in this agreement.

DURATION

7. This agreement covers the period starting from the beginning date of per assigned client[s] and ends on the expiration or termination date of the same per assigned client[s] book publishing contractual agreement.
 - a) Commissions will be calculated and paid once per month, for the preceding month.
 - b) Commissions will be calculated and paid out as part of the next payroll cycle, following that month for which commissions are calculated.

SERVICES

8. The primary service rendered by this Publicist is to sell the services of the Company in the form of marketing and media assistance for the purpose of producing unit book sales; active books published through ASA Publishing Corporation only during the timeframe of the Customer's book publishing contractual agreement.

PERFORMANCE DESCRIPTION

9. Working with the Corporate Marketing Department, the Publicist is assigned to a client in accordance with the department's Publicity Agreement and is responsible for evaluating and managing a wide range of marketing processes, projects and activities *including* the planning and execution of events, direct marketing, advertising, community marketing, and public relations for regional or local book signings.
10. The subcontracting Publicist will represent the Public Relation Teams' marketing goals and objectives in the marketing planning and implementation process. She/he will regularly interact with

the assigned Customers to ensure that the marketing plans for book and author promotional reflect the Company's publication packages and marketing & media packs, and align with approved marketing budgets.

11. The Publicist will perform a range of marketing support duties such as weekly reports related to the daily operations. For social media online, a SmartURL Code of each unit assigned is given to the Publicist to track and monitor its Daily Performance Stats. In this way, the Customer and Company can also review the progress results of the unit[s] as well.
12. The Publicist must be somewhat knowledgeable and functional in this type of work capacity and have:
 - a) Ability to communicate effectively with all levels of diversified authors/books and bookstores.
 - b) Arrange public appearances, lectures, contests, or exhibits for Customers.
 - c) Have a diversified social media/network ability (*which is mandatory*) to market and sell units/books to potential internet consumers in a social network environment.
 - d) Strong verbal and written communications skills - Having the ability to communicate information and ideas in speaking so that others will understand.
 - e) Provide excellent content creation; press releases, creating a brand of the product (unit), and utilizing pitches.
 - f) Utilizing and understanding demographics, publicity functioning, and analytical skills.
 - g) Maintain time management skills and be accustomed to working with deadlines.
 - h) Developing specific goals and plans to prioritize, organize, and accomplish your work.
 - i) Scheduling events, programs, and activities, as well as the work with the client/author and with others.

RESPONSIBILITY OF SERVICE

13. Our responsibility to the Customer is for the duration of his/her/their rendered service contractual publishing agreement, and not to the Publicist. We have an agreement with our Customer, and the subcontracting Publicist has an agreement with our Company, not with the Customer (ASA Client).
14. This promissory agreement is a bilateral contract that only involves two groups/sources which are

ASA Publishing Corporation and the Subcontractor *Publicist*, who is being contracted/hired in the position of an individual/company that has either or both skills and/or talents in public relations; sales representative.

15. The Customer (Our Client) only has a bilateral contract with ASA Publishing Corporation except for when it comes to public relations within the publishing house because it involves a certain type of confidential information and information that is allowed to be exposed, including certain bookstore agreements, pictures, etc.
16. For any and all personnel working with our Company, one should present him/her/themselves with professionalism and perform their talents with quality. Even though an individual is subcontracting as a Publicist, the responsibility of the task presented and accepted still reflects on the outcome of the type of "Quality of Work Performance" that comes out of our publishing house, and from those that we hire; which makes us responsible for the work that you perform.
17. Therefore, if you are not fully knowledgeable in this field, especially in social media, we are willing to perform a 30 day non-pay training session if necessary. But if the performance/work is continually poor (*over a period of time during the next following 30 days*), we have every legal right to our Customer[s] to transfer the job[s] to another subcontractor[s] that can perform the task with efficiency and terminate the former for poor and/or inadequate performance.

CONSUMER DIRECT SALES COMMISSION

18. **Target Variable Compensation** - Sales based on a monthly quota; meeting the deadlines of each percentage scale that generates profitable income on a monthly basis from the Company's 40% percent intake of the Publishers Compensation Net per overall assigned client[s], not from the client[s] 60% PCN intake.
 - a) **Number of Clients** - The Publicist is expected to handle at least a minimum of five assigned clients.
 - b) There are no maximum number of clients if managed with high performance and job efficiency.
 - c) **Minimum Quota** - If the Publicist "cannot meet the minimum monthly quota" within a 30-45 day period with the responsibility of maintaining at least five clients within our standard monthly consecutive interval deadlines, the Publicist shall not obtain an authorization from the Corporate Marketing Department of any other additional clients until otherwise noted, and/or a Split Shared Plan with other Publicists might be in effect in order to reach past that minimum quota.

- d) **Deadline** - The Publicist is to meet the minimum monthly quota deadline on the last day of each month. Any open sale transactions that are already executed should become a closed sale or final deal before 11am (EST) the next following morning.
 - i. **Note:** A Final Deal is a closed sale that could enter in and be accounted for into the next following month.
- e) **Monthly Quota** – The Company’s “**Direct Sales**” intake of the PCN must meet the minimum monthly quota range of \$500 - \$1,000 from the total sum of all combined clients assigned before any percentages are deducted.
- f) The Publishers Compensation Net (PCN) total is the overall “Direct Sales”.
- g) **Example at minimum percentage range with incentive:**

PCN Total	Authors/Publisher % Split	Publisher Intake	Publisher/Publicist % Split
\$1,000	60/40 = \$600/\$400	\$400	80/20 = \$320/ (\$80 + \$100 mo. incentive pay = \$180)

19. This is the actual “Targeted Variable Compensation Monthly Payment Quota Scale” that the Publicist’s overall commission (total combined units) will be adjusted from:

Monthly Minimum Quota Deadline is the last day of each month.		
% Earned	% Pay	Monthly Quota
0%	20%	\$500 - \$1,000 (minimum monthly quota range)
2%	22%	\$1,001 - \$5,000
2%	24%	\$5,001 - \$10,000
3%	27%	\$10,001 - \$15,000
3%	30%	\$15,001 - \$20,000
5%	35%	\$20,001 - UP

OTHER COMPENSATION

20. Payee is not due any other compensation as part of this agreement.

21. There is no extra commission for a returning customer or renewal contracts commission except for the "First Rights Option" to accept reassignment with the same customer.

COMMISSIONS

22. **Standard Incentive Pay Commission** –

- a) With at least 50 unit sales minimum a month the Publicist is intitled to a \$100 Monthly Incentive Pay, no less.
- b) Allowable No-Sale is 45 days, followed by termination if at least the Company's minimum monthly quota range is not met within the following grace period of 15 days after, totaling two months (60 days) of no positive sales.
- c) Anything less than \$500 is considered a charitable sale, a sale that generates an automatic incentive pay.
- d) The Publicist shall still obtain a \$100 monthly incentive pay along with his or her met quota on a monthly basis.
- e) Commissions are calculated and paid when payments are received from overall book sales (units).
 - i. The overall **Consumer Direct Sales Commission** consist of:
 - 1. Consumer book purchasing for events that the Publicist assist with only.
 - a. Note: If the Customer (ASA Client) purchased books for own personal usage without the aid of the Publicist, the Publicist should not expect any commission in return.
 - 2. Booksellers purchasing books for the Customer's book event that the Publicist aided or just for general store purchasing, the commission of that purchase cost is automatically incorporated into the PCN which is part of the monthly quota.
 - 3. Consumers (other than an ASA Client buying own books), including churches, organizations, schools, medical centers, etc. that are direct sales is considered PCN commissioned.

23. **Priority Commission Sales** – The Publicist primary duty and responsibility is to create sales for a product; to sell the book[s] of their Customer[s] through marketing/media and social networking. Events are a secondary factor to sales, but not a guarantee infrastructure to the changes of the

marketing world. Our consumer direct sales commission is the reflection of those changes compared to an author direct sales commission of an event.

24. **New Contract Commission** – A new contract with a customer that the Company provides is just an assignment, and not extra incentive pay. Incentive pay shall remain the same whether the Publicist increases or decreases in clientele to work for.
25. **Bird Dog Commission** – (Standard for all employees) This is a 10% referral commission on any new customer that signs up with Company on a hybrid publishing package only. Payout received will be after 60 days from initial signup. There is no commission for already established clients seeking package upgrades. No commission on marketing/media packs.
26. **Temporary Financial Hold** – Any commission that is still an open sale, open deal, books or items returned, early termination or suspension of client or publicist, third party complaints, or any such alike that takes considerable looking into, the Company is authorized to place a temporary financial hold on any and all funding, including incentive pay until it is resolved.
27. **Commission Splits** – Commissions can be split with other Payees, on a deal-by-deal basis with prior agreement from the Company. A split can be made between one or more Payees sharing the same role as another Publicist assisting the same client. In either case, a split percentage would apply indicating the Payee's share based on involvement.

EMPLOYMENT

28. **Termination of Employment** - On voluntary or involuntary termination of Payee's engagement with the Company, commissions will be paid on transactions dated prior to the termination date only. Any amounts owed to the Payee will be according to federal and local regulations after withholding taxes and other dues, if applicable.
29. **State Regulations** - Payee agrees to follow all Federal and Local laws while engaged in providing services to the Company during the period of this agreement. This entire agreement shall be governed by the laws of the "State of Michigan".
30. **Secondary Employment** - Publicist shall not engage in any other type of employment within the Company during the term of this agreement. Company reserves the right to require Publicist to terminate any such other employment within the Company at Company's sole discretion.
31. **Indemnity** - Publicist shall indemnify Company and hold harmless against any Loss or Damage incurred by the Company due to Publicist's gross negligence or misrepresentation during the duration of this agreement.

32. **Ethics and Appearance** - Publicist shall use the most ethical practices and shall wear the appropriate business attire at all times while engaging in any sales, marketing/media, and any activity involving while representing the presentation of the Company and client. Inappropriate behavior with employees, employers, and clients are not accepted.
33. **Confidentiality** - Publicist agrees to protect all confidential material including prospect data, sales data, and client information belonging to the Company and shall take all reasonable care in making sure that such confidential material is not disbursed to anyone outside the Company.
34. Any violation of these sections within this agreement could and can be grounds for immediate termination with or without final pay, depending on the nature of the cause.
35. I, _____ the Payee am in full understanding and responsibility with this COMPENSATION AGREEMENT to be hired in this position of a PUBLICIST with ASA PUBLISHING CORPORATION, and shall abide by these terms and conditions. I understand that any false information and/or fraudulent acts of receiving any payment as a Publicist is subject to termination and possible civil and criminal charges in accordance with Intellectual Law, Contract Law, UCC, EEOC, and the Law of our venue, the Great State of Michigan, United States of America.
36. Payee Signature _____
37. Position Title _____ Date _____



ASA PUBLISHING CORPORATION
AN INNOVATIVE OUTSOURCE BOOK PUBLISHING HYBRID

HUMAN RESOURCE DEPARTMENT

38. I, _____ am authorized and hereby hire this Payee as a Publicist for ASA Publishing Corporation, and with our Corporate Stamp on this document officiates and validates this Payee (outsource/in-house) as one of our OUTSOURCE employees effective of Today's Date _____.