

# Non-Disclosure Agreement

This Agreement is between RR&R Collective, LLC dba Digital Personal Concierge Map (DPCM/PCM), and an Independent Contractor/Merchant Relations Sales Representative:

Name: \_\_\_\_\_

Who resides at \_\_\_\_\_

Personal email address \_\_\_\_\_ mobile # for business card \_\_\_\_\_

## NON-DISCLOSURE AGREEMENT

I will be exposed to confidential business operations and procedures that I may not convey in any form to anyone or compete or cause competition with PCM during or for a period of one year after separating without recourse. "Competition" is defined as any effort made in attempt to solicit any advertising business in a way similar to PCM with relation to hotels, resorts, timeshare or any other like temporary lodging. If I willfully choose to violate this clause, I will forfeit, without contest, the sum of \$50,000 plus damages or revenue loss to PCM due and payable immediately along with any expense or legal fees needed to recover this balance.

## Merchant Relations Associates are paid commission checks on a weekly basis.

Commission checks will be mailed by Friday of each week on monies collected the previous week and received by the Operations office on that Monday. Any Accounts Receivables (ARs) that are received by Friday of the previous week will also be paid each Friday.

## COMMISSION STRUCTURE

**Base commission:** 25% - paid for monies collected on a weekly basis and received by the Operations Office no later than 5:00 EST each Monday unless it is a holiday, then it will be due on Tuesday.

**Completion Bonus:** 10% - paid after the assignment completion date has been met and all ARs are paid in full.

**Commission Forfeit:** No commission will be paid on any ARs received after separation from the company.

**Commission Forfeit:** No commission paid on receivables greater than 30 days past due.

## **HOTEL ROOMS**

To be eligible for a complimentary hotel room, at least 20% of the assignment total must be written each week on a 30 day assignment, unless alternate arrangements have been noted on the Assignment Agreement. If minimums are not met, the Associate's rate that is noted on the Assignment Agreement/Goal Worksheet will be deducted from your commission check.

## **GIFT CERTIFICATE TRADE**

Merchant Relations Associates are more than welcome to accept a portion of their commission from the merchant as gift certificate trade, however, PCM will net 65% of the position value except with prior approval from a PCM Proprietor. Trade arrangements must be noted on the IO.

Example based on a position value of \$1000:

$\$1000 \times 35\% = \$350$  commission potential (25% on your weekly commission check and 10% when the completion bonus is paid)

If you accept \$100 in trade then that will be deducted from your commission i.e.  $\$1000 \times 25\% = \$250 - \$100 = \$150$  on your weekly commission check and an additional 10% if completion bonus is earned. A PCM Proprietor may approve some gift certificate trade to give to the Hotel Staff and in that case you will receive your full commission. Please note on the Insertion Order whether the trade is Rep Trade or PCM Trade.

## **DEFINITIONS**

**Completion:** 100% of the positions are committed by the designated Completion date noted on the Assignment Agreement by a PCM Proprietor.

**Separation:** Severance of service.

**Accounts Receivable (ARs):** Monies that are received later than the day the Insertion Order (IO) is signed. Payment terms must be noted on the IO with contact information of the party responsible for paying. If future payment is to be made via credit card, the card number and full information must be obtained at the time of sale. If future payment is to be made by check, all post-dated checks must be obtained at time of sale, with the exception of checks being issued at a corporate office.

**PCM email:** Please do not change your password without notifying your Team Leader and/or the Operations office immediately. Emails may be monitored for coaching and quality of service.

**Assignment Agreement:** Will be provided for each assignment and will need to be signed and returned before starting an assignment.

**Ethics:** I agree to represent PCM and the hotel with an image of professionalism, keeping the highest standard of morals, ethics, and character. I am not employed by the hotel and cannot suggest otherwise to the community or merchants. I will not knowingly misrepresent the service offered by PCM or make promises to merchants beyond the normal scope of the services offered by PCM.

**By signing below, I confirm that I have read, understood, and agreed to the terms of this Non-Disclosure Agreement.**

Name (print) \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_