

EMPLOYMENT AGREEMENT

This employment agreement (“Agreement”) is effective as of January 1, 2002, between USCL Corporation (“Employer”), Jack Mador (“Employee”), Emily Tamarkin and Tom Tamarkin, (collectively “Tamarkin”). Employer and Employee are sometimes hereafter referred to as “the Parties”.

ARTICLE 1: TERM OF EMPLOYMENT

Section 1.01. **Specified term:** Employee and Employer agree that the term of this Agreement shall be for three years, expiring on December 31, 2004., with an automatic renewal for an additional two years, unless either Employee or Employer gives written notice to the other, without or without cause, 60 days prior to the initial expiration date of this Agreement.

Section 1.02. **Automatic renewal:** This Agreement shall be renewed automatically for after the preceding terms have expired for succeeding two year periods unless either party gives notice to the other, with or without cause, at least sixty days prior to the expiration of any term of their intention not to renew.

Section 1.03. **Employment term defined:** “Employment Term” refers to the entire period of employment of Employee by Employer, whether for the periods provided above, or whether terminated earlier as hereinafter provided or extended by mutual agreement between Employer and Employee.

Section 1.04. **Conditions precedent to employment:** The purchase by Employee of 250,000

shares of common voting stock , currently held by Tom & Emily Tamarkin.

Section 1.05. **Review of materials:** Employee acknowledges that prior to executing this Agreement that he has had an opportunity to review certain documents regarding Employer, including the Private Placement Memorandum, a Business Plan, Project Management Schedule, Projected First Round Budget, and Competitive Intelligence Matrix. Employee also acknowledges that he has had an opportunity to meet with Employer's directors and attend third party presentations relating to Employer's business.

ARTICLE 2: DUTIES AND OBLIGATIONS OF EMPLOYEE

Section 2.01: **General Duties:** Employee shall assume the title and responsibilities of President and COO pursuant to the Bylaws, under the direction and control of the Chairman & CEO.

Approval will be provided by the CEO and Board of directors regarding authority of employee to borrow, encumber, purchase, contract, lease, hire or fire personnel beyond the scope of ordinary and reasonable for the day to day conduct of the business.

Section 2.02: **Employer allowed to perform outside work.** Employer acknowledges that Employee is a United States Trustee, real estate broker, and holds an inactive certified public accountant's license, and that Employee may not devote his time exclusively to the business. Employee intends to devote substantial time as an employee of Employer and to diligently execute his duties.

Section 2.03: **Devotion to Employer's business and prohibition on competitive activities.** Employee shall not engage in any other business duties or pursuits or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization,

which materially interfere with the services required under this Agreement or participate in any business that is in competition in any manner whatsoever with the business of Employer during the term of this Agreement or at any time within two years thereafter.

Section 2.04: **Trade secrets.** The Parties acknowledge and agree that during the term of this Agreement, and in the course of the discharge of his duties hereunder, Employee shall have access to and become acquainted with financial, personnel, sales, scientific, technical, and other information regarding compilations, programs, devices, methods, techniques, operations, plans and processes that are owned by Employer, actually or potentially used in the operation of Employer's business, or obtained from third parties under an agreement of confidentiality, and that such information constitutes Employer's "trade secrets".

Employee specifically agrees that he shall not misuse, misappropriate, or disclose in writing, orally, or by electronic means, any trade secrets, directly or indirectly, to any other person or use them in any way, either during the term of this Agreement or at any time within two years **thereafter**, except as is required in the course of his employment.

Section 2.05: **Other Entities and Subsidiaries.**

The Parties acknowledge that the Corporation has or may have subsidiaries, predecessors in interest, or related entities, including, but not limited to, Adcite.com Inc., or EnergyCite that will come under the ownership and control of USCL Corporation.

ARTICLE 3: OBLIGATIONS OF EMPLOYER

Section 3.01. **General description:** Employer shall provide Employee with the compensation, incentives, benefits, and business expense reimbursement specified elsewhere in this Agreement commensurate with the Corporations ability to incur such expenses as deemed

appropriate by the CEO and/or the Board of Directors.

Section 3.02. **Office and staff:** Employer shall provide Employee with office equipment, including but not limited to ISDN line, laptop, cellular telephone, office space and administrative support suitable to Employee's position and adequate for the performance of his activities subject to the budgetary approval of the Chairman and Board.

Section 3.03. **Indemnification of losses of Employee:** Employer shall indemnify Employee for all necessary expenditures or losses incurred by Employee as a proximate result of the discharge of his duties on Employer's behalf, and, Employer shall pay for director's and officer's liability insurance when Employee deems it financially prudent to purchase.

Section 3.04. **Records delivered to Employee:** Employee shall be given copies of all financial accounting records of Employer, including but not limited to financial statements, tax returns, minutes, bylaws and stock or share registers since the inception of the corporation. (1995)

Section 3.05. **Correction and amendment of corporate documents:** Employer shall forthwith review all corporate documents including, but not limited to, all bylaws and articles and amendments thereto, minutes, Stock Option Agreement and Founder's Shareholder's Agreement, so that the documents described in this Section 3.05 are consistent with the objectives of this Agreement.

ARTICLE 4. COMPENSATION OF EMPLOYEE

Section 4.01. (a) As compensation for the services to be performed hereunder, Employee shall receive a salary at the rate of \$3,500.00 per month during the months of October and November and December 2001. Thereafter, Employee's salary shall be increased to a sum agreeable to Employee and Employer subject to the following conditions: (1) Approval by the CEO, unless employee is acting the capacity of the CEO, in which case the salary shall be approved by the Board of Directors (2) Employee's salary does not exceed 70% of Tom Tamarkin's salary without Tom Tamarkin's written approval.

Section 4.02. **Employer note to Employee:** Concurrent with the signing of this agreement, the Employee shall turn over the \$ 25,000 note in favor of the company, marked paid in full.

Section 4.03. **Stock options:** The Parties agree that a material inducement for Employee to execute this Agreement is the concurrent execution of a stock option Agreement ("Tamarkin Stock Agreement") by and among Employee and Emily Tamarkin and Tom Tamarkin. A copy of the Stock Option Agreement is attached hereto as **Exhibit A**.

4.04 **Profit sharing based on performance**

Employee's profit sharing shall be tied to the additional profit of the employee Tamarkin, that shall not be less than 50% of Tamarkin's profit sharing and not greater than 75% of Tamarkin's profit sharing, to be determined by the Board of Directors in conjunction with the guidelines and standards of the American Electronics Association (AEA) or similar association if the AEA no longer promulgates such standards, unless specifically waived in writing by Tamarkin.

ARTICLE 5. EMPLOYEE BENEFITS

In general, benefits will be provided when the Corporation's finances and cash flow are deemed available by the Chairman. However any benefits put in place for any other employee shall be automatically commenced for the benefit of Employee.

Section 5.01. **Annual vacation:** Employee shall be entitled to a maximum of **20** working days per year of paid vacation not including holidays. Vacation time during any year may **not be** accrued or paid out in cash.

Section 5.02. **Illness or Disability.** Employee shall be entitled to a maximum of **20** days per year as sick leave with full pay . Sick leave may be accumulated up to 60 days.

Section 5.03.**Use of automobile:** (a) Employer shall provide Employee with the use of a business automobile, when in the opinion of management the company can afford this expense. The automobile provided hereunder may be new or used late model, leased or owned. Minimum insurance amounts of \$300,000.00 for bodily injury or death to any on person in any one accident, and \$50,000.00 property damage in any one accident or similar levels to the company's underlying liability insurance.

Section 5.04. **Life insurance:** Employer agrees to provide a term life insurance policy on the life of Employee, or in the alternative to assume payments for employee's private life insurance not to exceed \$ 1,500 annual in the minimum face amount of \$500,000.00. Employer further agrees to make that insurance policy payable to beneficiary or beneficiaries designated by Employee. Employer agrees to pay all premiums on the policy during the term of employment provided herein. Nothing herein is intended to abrogate the ability of Employee to assign, transfer or bequeath his interest in the stock described above in 4.02 or 4.03. Employee agrees to Key man insurance funded by the company with the Corporation as the beneficiary.

Section 5.05. **Disability insurance:** Employer agrees to provide a disability insurance policy on Employee with a 60 day waiting period prior to payments being paid to Employee, with said payments of 50% of Employees gross base salary or a minimum monthly benefit of \$ 5,000, or in the alternative to assume payments for employee's private disability insurance not to exceed \$ \$1,000 annually.

Section 5.06. **Medical Coverage:** Employer agrees to include Employee in the coverage of its medical, dental, and eye care insurance to the same extent as provided for any other employee of Employer.

ARTICLE SIX. BUSINESS EXPENSES

Section 6.01. **Use of credit card:** All business expenses reasonably incurred by Employee in promoting the business of Employer, including expenditures for entertainment, gifts, and travel, are to be paid for, insofar as possible, by the use of credit cards in the name of Employer which will be furnished to Employee. Expenses will be subject to the approval of the Chairman, which shall not be unreasonably withheld.

Section 6.02. **Reimbursement of other expenses:**

(a) Employer shall promptly reimburse Employee for all other reasonable business expenses incurred by Employee in connection with the business of Employer. Expenses will be subject to the approval of the Chairman, which shall not be unreasonably withheld. If expenses are not anticipated in the budget, or should exceed more than 20% of the budgeted amount, the Board shall review expenditures, amend budget, but shall not unreasonably withhold reimbursement to the Employee for the particular expense.

(b) Each such expenditure shall be reimbursable only if it is of a nature qualifying it as a proper deduction on the federal and state income tax return of Employee.

(c) Each such expenditure shall be reimbursable only if Employee furnishes to Employer adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure as an income tax deduction.

ARTICLE SEVEN. TERMINATION OF EMPLOYMENT

Section 7.01. **Termination for cause.** (a) Employer reserves the right to terminate this agreement if Employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement; or commits such acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude that as would prevent the effective performance of his duties.

(b) Employer may at its' option terminate this Agreement for the reasons stated in this Section by giving written notice of termination to Employee.

(c) The notice of termination required by this Section shall specify the ground(s) for the termination and shall be supported by a statement of all relevant facts.

(d) Employee may be terminated for gross negligence in the performance of his duties.

(e) Termination under this Section shall be considered "for cause" for the purposes of this Agreement.

Section 7.02. **Termination without cause:** (a) This agreement shall be terminated upon the death of Employee.

(b) Employer reserves the right to terminate this Agreement within 90 days after Employee suffers any physical or mental disability that would prevent the performance of his essential job duties under this Agreement, unless reasonable accommodation can be made to allow Employee to continue working. Such a termination shall be effected by giving 10 days written notice of termination to Employee.

(c) Termination under this section shall not be considered “for cause” for the purposes of this Agreement.

Section 7.03. Effect of merger, transfer, or dissolution: If the company is a solvent going concern and is being sold, transferred or conveyed for value in excess of 200% of the average of all shareholders investment, then the effects of this section shall become operative.

(a) This Agreement shall not be terminated by any voluntary or involuntary dissolution of Employer resulting from either a merger or consolidation in which Employer is not the consolidated or surviving corporation, or a transfer of all or substantially all of the assets of Employer without the payment of the balance of the Employees remaining contract, or a minimum of one year full salary and benefits.

(b) In the event of any such merger or consolidation or transfer of assets, Employer’s rights, benefits, and obligations hereunder shall be assigned to the surviving or resulting corporation or the transferee of Employer’s assets.

Section 7.04. Termination by Employee: Employee may terminate his obligation under this Agreement by giving Employer at least 6 months notice in advance. If the employee voluntarily terminates employment, then the provisions of 7.03 will be null and void. Furthermore, the vested ownership of stock and option rights shall be forfeited as follows, but only in the case of voluntary

departure by the employee: 60% granted back to Tamarkin during the first year of this agreement, 40% granted back during the second year of this agreement and 20% granted back during the third year. Any attendant cost of stock or option acquisition shall be reimbursed to Employee for any stock or options granted back due to a voluntary quit.

ARTICLE EIGHT GENERAL PROVISIONS

Section 8.01. **Notices:** Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

Jack Mador
5045 Olive Oak Way
Carmichael, CA 95608

Emily and Tom Tamarkin
5595 El Camino Avenue
Carmichael, CA 95608

USCL Corporation
2737 Eastern Avenue
Sacramento, CA 95821

Notices delivered personally shall be considered communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of five calendar days as of the date of

mailing.

Section 8.02. **Arbitration:** (a) Any controversy among the Parties to this Agreement involving the construction, application or enforcement of this Agreement, shall on the written request of either party served on the other be submitted to binding arbitration according to the rules of the American Arbitration Association with discovery allowed pursuant to California Code of Civil Procedure §2016 et. seq.

Section 8.03. **Attorney's fees and costs.** If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be awarded to reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled.

Section 8.04. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

Section 8.05. **Modifications:** Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 8.06. **Effect of waiver:** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or

power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 8.07. **Partial invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.08. **Interpretation as though both parties equally drafted:** This Agreement shall be interpreted as though all Parties had equally drafted the Agreement.

Section 8.09. **Law governing Agreement:** This Agreement shall be interpreted according to the laws of the State of California.

USCL CORPORATION

Dated:

By: TOM TAMARKIN, Chairman of the Board of Directors, Chief Executive Officer, and Shareholder

Dated:

EMILY TAMARKIN, Secretary, Director and Shareholder

Dated:

JACK MADOR, Employee