

## **EMPLOYMENT AGREEMENT**

**EMPLOYMENT AGREEMENT** ("Agreement") made and entered as of January 4, 2010, by and among First National Information Network (the "Company"), a wholly owned subsidiary of Zuma Beach Entertainment, Inc. ("ZBE"), and Brad Turner (the "Executive").

### **BACKGROUND**

The parties desire to enter into an employment agreement and to set forth herein the terms and conditions of the Executive's employment by the Company. Accordingly, in consideration of the mutual covenants and agreements set forth herein and the mutual benefits to be derived here from, and intending to be legally bound hereby, the Company and the Executive agree as follows:

#### **1. Employment.**

(a) **Duties.** The Company shall employ the Executive, on the terms set forth in this Agreement, as President of First National Information Network. The Executive accepts such employment with the Company and shall perform and fulfill such duties as are reasonable and necessary for such position, subject to the Chief Executive Officer ("CEO") and Board of Directors of the Company (the "Board"), and its subsidiaries, devoting his best efforts to the performance and fulfillment of his duties and to the advancement of the interests of the Company, subject only to the direction, approval, control and directives of the Board. Your duties shall include, without limitation, the management of sales, marketing, and day-to-day operations of First National Information Network ("FNIN"), SalesRide.com and Investor Concepts. In addition, you will grow current market in Vertical Markets not directly related to the financing community such as B2B services such as, but not limited to mortgage, credit/merchant, capital loans, factoring, direct mail, inbound live transfer and small business services.

(b) **Place of Performance.** In connection with his employment by the Company, the Executive shall be based in Burbank, CA, except for required travel on Company business travel when deemed necessary.

#### **2. Term.**

The Executive's employment under this Agreement shall be for a three-year term (the "Term") commencing as of January 4, 2010 (the "Commencement Date") with a probationary period of three months depending on performance as defined by the Board.

In the event of a change in control or terminates without due cause such as would require the Company to file a Form 8-K with the Securities and Exchange Commission if the Company was a reporting company, the Executive shall be entitled to a lump sum payment equal to the Base Salary, with minimum ten percent (10%) increases each year,

for the remaining Term, plus a lump sum bonus equal to three times the largest bonus paid to Executive under this Agreement.

**3. Compensation.**

- (a) Base salary of \$80,000.00 per year, paid every Friday.
- (b) Base salary shall increase 1% for each \$50,000 in aggregate sales for FNIN, SalesRide.com and Investor Concepts and any new subsidiary or verticals.
- (c) Yearly cash bonus, to be determined by ZBE based on sales performance.
- (d) Car allowance: The Company will pay a flat amount of \$400.00 per month to be use as car allowance.
- (e) Medical plan: At this time the Company does not have medical plans. Accordingly, the Company will pay a flat amount of \$300.00 per month to be used by employee for medical plan
- (f) Expense account, with all expenses to be submitted to and subject to the approval of Mark Savoy.
- (g) Matching retirement program when provided by the Company with the same plan as all other employees
- (h) 5% commission override on all FNIN salaried sales teams, effective March 1, 2010.
- (i) 10% commission on personal direct sales by Turner.
- (j) 10% commission override on commission-only salespersons, consultants, or marketing partners that join the Company after the hire date of Brad Turner, which is January 4, 2010.

**4. Grant of Shares.**

- (a) For each new venture, subsidiary, "vertical" (customer segment), product, or service developed on behalf of ZBE or any subsidiary or division thereof, ZBE shall grant to Turner an award of 1,000,000 shares of Zuma Beach Entertainment, Inc. stock, vesting over 24 months with 1/24 to vest on the last day of each month.
- (b) Both parties will agree in writing as to what each new venture, subsidiary, vertical, product, or service will be, and how they will take place. ZBE's obligation to make the foregoing stock award will trigger by the execution of a signed project sheet by ZBE and Turner.
- (c) The stock award obligation does not include any other ventures that ZBE engages in outside pf the core business of FNIN and its subsidiaries or DBAs, except as modified in writing by ZBE and Turner.
- (d) For every minimum increment of \$50,000 in sales achieved while Turner is employed, ZBE will grant a stock bonus to Turner. The number of ZBE shares awarded shall be an amount equivalent in value to two percent (2%) of the sales volume, based on the prevailing market value of the stock at the time of the stock bonus.

- (e) ZBE shall award Turner a signed bonus of Five Hundred Thousand (500,000) shares of Zuma Beach Entertainment, Inc. stock, effective as of January 4, 2010.

5. **Vacations.**

(a) The Executive shall be entitled to the number of paid vacation days in each calendar year determined by the Company from time to time for its Senior Executive Officers, but not less than two (2) weeks in any calendar year (prorated in any calendar year during which the Executive is employed hereunder for less than the entire year in accordance with the number of days in such calendar year during which he is so employed.

(b) The Executive shall also be entitled to all paid holidays given by the Company to its Senior Executive Officers as per the employee handbook. In the event Turner chooses to attend events or conferences requiring him to be out of the office for more than one normal working day, which attendance is not authorized by the Company as Company business, Turner will be paid one day for every three days out of the office while attending such event or conference.

6. **Termination of Employment.**

The term of this Agreement shall commence on the Effective Date of hiring (January 4, 2010) and will continue until the end of the probationary period of 90 days.. After the end of the probationary period, a formal assessment will be conducted to determine if continued services is still required. In terms of termination, either party may give 30 days' written notice of termination in which case the Agreement shall be terminated effectively. If terminated without just cause, Turner shall retain all stock that has been vested before that date as well as any and all commissions.

7. **Restrictive Covenant.**

- (a) **Competition.** Executive undertakes and agrees that until six (6) months after termination of this Agreement, he will not compete, directly or indirectly, or participate as a director, officer, employee, consultant, agent, consultant, representative or otherwise, or as a stockholder, partner or joint venturer, or have any direct or indirect financial interest, including, without limitation, the interest of a creditor, in any business competing directly or indirectly with the business of the Company or any of its subsidiaries. Turner will supply the company with a list of any and all relationships that he introduces to the company for which he had a prior relationship before employment with the Company.
- (b) At any time the Employee is being paid by the Company, such trade shows, convention ,seminars, etc. they will fall under Section 7(a). As for consulting contracts where Employee is consulting for both the Company and a third party, the Employee understands that he will not

receive compensation from the Company for services that he provides to any other party involved.

- (c) *Non-Exclusive Vendor Relationships.* Executive has existing relationships and will develop new relationships with sources and vendors of leads, and other services that are non-exclusive. With respect to sources and vendors that executive introduces to the Company, they are free to negotiate any terms they wish with such sources and vendors, and Company is free to accept or reject any proposals Executive submits to ZBE or the Company. With respect to sources or vendors that Executive finds, Executive is not under any obligation to introduce them to ZBE or the Company. If ZBE or the Company rejects any sources, vendors, or proposals, Executive is free to make any other arrangements with the sources or vendors without any further obligation to ZBE or the Company. The parties acknowledge and agree that all such sources, vendors, and relationships are Employee's own information and not property of ZBE or the Company.
- (d) Executive has existing relationships for lead buying and services that he may be introducing to the Company. With respect to these relationships Executive will submit this list to the Company. If Executive is terminated or leaves the Company, with or without cause, he will retain the right to interact with all such relationships.

(e) **Trade Secrets.** During the Term hereof and after termination for any reason, Executive shall not disclose, divulge, copy or otherwise use any trade secret of the Company or its subsidiaries, but shall have the unrestricted right to his own information, it being acknowledged that all such information and materials compiled or obtained by Employee (except for Employee's own information as otherwise provided in this Agreement) or disclosed to Executive while employed by the Company or its subsidiaries hereunder or otherwise are confidential and the exclusive property of the Company and its subsidiaries. "Trade Secrets" do not include without limitation information, technical data, or know-how which (i) is in the possession of Employee at the time of disclosure as shown by Employee's files and records immediately prior to the time of disclosure; or (ii) are being compiled or obtained by Employee as part of his non-exclusive outside business interests; or (iii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of Employee, or (iv) is approved by the Company in writing for release.

(f) **Injunctive Relief.** The parties hereto agree that the remedy at law for any breach of the provisions of this Section 7 will be inadequate and that Executive or the Company or any of their subsidiaries or other successors or assigns shall be entitled to injunctive relief without bond. Such injunctive relief shall not be exclusive, but shall be

in addition to any other rights and remedies Executive or the Company or any of its subsidiaries or their successors or assigns might have for such breach.

**(g) Scope of Covenant.** Should the duration, geographical area or range or proscribed activities contained in subparagraph (a) above be held unreasonable by any court of competent jurisdiction, then such duration, geographical area or range of proscribed activities shall be modified to such degree as to make it or them reasonable and enforceable.

**8. Indemnity.**

The Company shall indemnify and hold the Executive harmless to the maximum extent permitted by law against any claim, action, demand, loss, damage, cost, expense, liability or penalty arising out of any act, failure to act, omission or decision by him while performing services as an officer, director or employee of the Company, other than as act, omission or decision by the Executive which is not in good faith and is without his reasonable belief that same is, or was, in the best interests of the Company. To the extent permitted by law, the Company shall pay all attorney's fees, expenses and costs actually incurred by the Executive in connection with the defense of any of the claims referenced herein.

**9. Miscellaneous.**

**(a) Notices.** Any notice, demand or communication required or permitted under this Agreement shall be in writing and shall either be hand-delivered to the other party or mailed to the addresses set forth below by registered or certified mail, return receipt requested, or sent by overnight express mail or courier or facsimile to such address, if a party has a facsimile machine. Notice shall be deemed to have been given and received when so hand-delivered or after three (3) business days when so deposited in the U.S. Mail, or when transmitted and received by facsimile or sent by express mail properly addressed to the other party.

The addresses are:

**To the Company:**

**Zuma Beach Entertainment Inc.  
3420 N. San Fernando Blvd, Burbank California 91504 USA**

**To the Executive:**

**Mr. Brad Turner  
171 Pier Avenue #449, Santa Monica, CA 90405**

The foregoing addresses may be changed at any time by written notice given in the manner herein provided.

(b) **Integration; Modification.** This Agreement constitutes the entire understanding and agreement between the Company and the Executive regarding its subject matter and supersedes all prior negotiations and agreements, whether oral or written, between them with respect to its subject matter. This Agreement may not be modified except by a written agreement signed by the Executive and a duly authorized officer of the Company,

(c) **Enforceability.** If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excises from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by the laws of the State of California as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

(d) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, including and their respective heirs, executors, successors and assigns, except that this Agreement may not be assigned by the Executive.

(e) **Waiver of Breach.** No waiver by either party of any condition or of the breach by the other of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition, or the breach of any other term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof.

(f) **Governing Law and Interpretation.** The internal laws of the California shall govern this Agreement. Each of the parties agrees that he or it, as the case may be, shall deal fairly and in good faith with the other party in performing, observing and complying with the covenants, promises, duties, obligations, terms and conditions to be performed, observed or complied with by him or it, as the case may be, hereunder; and that this Agreement shall be interpreted, construed and enforced in accordance with the foregoing covenant notwithstanding any law to the contrary.

(g) **Headings.** The headings of the various sections and paragraphs have been included herein for convenience only and shall not be considered in interpreting this Agreement.

(h) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Executive and on behalf of the Company by its duly authorized officer(s) on the date first above written.

**Zuma Beach Entertainment Inc.**

**Signed By:**

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**Mark Savoy, Chief Executive Officer and Chairman of the**

**Board**

I understand and accept the conditions of employment as outlined in this employment agreement.

**Accepted By:**

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**Brad Turner, President, First National Information Network**