

## EXECUTIVE AGREEMENT

This Executive Agreement (the "Agreement") is entered into in New York City as of May 17, 2017, between New York Greater Metropolitan Area Chapter of the Internet Society, a non-profit corporation duly organized and existing under the laws of New York (the "Company") and Shuli Hallak, a resident of New York ("Executive") (together, the "Parties").

### SECTION I – AGREEMENT OF THE PARTIES

The Company agrees to employ Executive and Executive agrees to serve in the employ of Company as an executive, as follows:

- a. Executive agrees to serve the Company as Executive Director on a [part-time/full-time] basis during the term of this Agreement. Executive further agrees to use Executive's best efforts, and apply [his/her] skill and experience, to the proper performance of [his/her] duties under this Agreement and to the business and affairs of the Company. Executive agrees to serve the Company faithfully, diligently and to the best of [his/her] ability.
  
- a. The principal location from which Executive will serve the Company and perform [his/her] duties under this Agreement shall be New York City.

### SECTION II – TERM OF EMPLOYMENT

Executive's employment shall commence as of the date of this Agreement, and shall continue until May 17, 2018, unless Executive sooner resigns or retires from active service with the Company in accordance with Section VI of this Agreement or this Agreement is terminated in accordance with Section VII. This Agreement may be renewed for consecutive one-year terms by mutual consent of the Parties.

### SECTION III – COMPENSATION

The company shall pay Executive monthly, as compensation for services, a base annual salary of One Hundred Thousand dollars (\$100,000) and a monthly salary of Eight Thousand Three Hundred Thirty Three and 33/100 dollars (\$8,333.33). The minimum base annual salary is capped at \$100,000 but may be increased by the Company, during the term of this Agreement, and, when increased, such higher amount shall then be the minimum base monthly salary under this Agreement; such minimum base annual salary shall not be reduced below the highest minimum base monthly salary fixed from time to time by the Company.

The Executive's salary and operating budget is limited to funds from organizational membership dues and any other grants and fundraising activities,, thus any salary payment is contingent on funds being available. Executive's minimum base monthly salary shall be paid in arrears by the Company on the 1st day of each month or at such other times as may be agreed upon by the Parties. The first and last month's salary will be prorated to the start and end date of the contract.

Nothing contained in this Section III shall prevent the Company from at any time increasing the total compensation payable to Executive under this Agreement in the event the Company shall deem it advisable to do so in order to fully compensate Executive for [his/her] services to the Company. In like manner, nothing contained in this Section III shall affect or in any way limit Executive's rights as an employee of the Company to participate in any profit-sharing plan, supplemental compensation arrangements or any other fringe benefits offered by the Company to its employees, all of which shall be available to Executive to the same extent as if this Agreement had not existed, and compensation received by Executive under this Agreement shall be in addition to the foregoing.

Whenever the term "compensation" is used in this Agreement, it shall mean the annual amount(s) calculated for the respective calendar year in accordance with the provisions of this Section III.

### SECTION IV – EXPENSES AND LEAVE

Executive shall be reimbursed for travel and expenses reasonably incurred by [her/him] on behalf of the Company, as mutually agreed from time to time, upon delivery of written receipts.

### SECTION V – MEDICAL EXPENSE BENEFITS

OMITTED

### SECTION VI – TERMINATION













