NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT (this "Agreement") is dated as of ___/___/_____ ("Effective Date"), and is by and between _____, with an address of _____ _____, _____ _____ ("Agent"), and _____, with an address of _____ _____, _____ _____ ("Company").

RECITALS

WHEREAS, Agent is an employee or independent contractor of the Company.

WHEREAS, Company and Agent desire to enter into this Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Term of Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date, and shall remain in effect throughout the term of Agent's employment or independent contractor relationship with the Company (as applicable), and for a period of _____ thereafter.

2. Not a Contract of Employment. Neither this Agreement nor any term or provision herein shall be construed as a contract of employment between the parties. This Agreement is limited to the express subject matter hereof and nothing further.

3. Non-Competition.

Throughout the Term of this Agreement, Agent agrees that Agent will not conduct business with, be employed by, or otherwise directly or indirectly, legally or beneficially, be interested in (whether as employee, agent, independent contractor, partner, shareholder, creditor or otherwise) any entity, person, firm or corporation, which engages in business in direct competition with the Company or any subsidiary or affiliate thereof.

This non-competition covenant applies to online business by Agent.

4. Non-Solicitation. Agent hereby agrees that, without the express written consent of the Company, during the Term of this Agreement, Agent will not, directly or indirectly, for Agent or on behalf of any other person, firm, entity or other enterprises other than the Company, disturb, hire, entice away or in any other manner persuade any employee, contractor, customer or vendor of the Company to alter, modify or terminate their relationship with the Company.

5. Limitation. If a court of competent jurisdiction determines that any covenant contained herein is unreasonable because of its term or territorial scope, or for any other

reason, the parties agree that such court may reform the conditions of such covenant so that it is reasonable under the circumstances and that this covenant, as so reformed, shall be enforceable.

6. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____. Any action for breach or to enforce the terms of this Agreement, including without limitation the covenants and provisions contained in Sections 3 and 4 hereof, may be brought in any state or federal court in _____ county, _____ state, and the parties hereby consent to jurisdiction and venue in such court.

7. Miscellaneous. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the other provisions hereof, which shall remain in full force and effect. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes any and all previous agreements between Agent and the Company concerning such matters. This Agreement cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument signed by both the Company and Agent. The captions of the various sections of this Agreement are not a part of the context hereof, are inserted merely for convenience in locating the different provisions hereof and shall be ignored in construing this Agreement.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the Effective Date set forth above.

Agent:

Signature: _____

Printed Name: _____

Company:

Signature: _____

Printed Name: _____

Title: _____, _____