

EMPLOYMENT AGREEMENT

The undersigned, _____

hereby enters into this employment agreement with _____
("Employee"), effective the _____.

WITNESSETH

WHEREAS, the Employer desires to retain the personal services of Employee in connection with the continued development and advancement of the business of the Employer in the Internet, e-commerce, and information technology industries, as well as any other industry or business activity that the Employer may pursue during the term of this Agreement;

WHEREAS, Employee by reason of Employee's education, training, experience, and background is qualified to render such services to the Employer, and Employee desires to be employed or to continue to be employed by the Employer;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed and understood as follows:

1. EMPLOYMENT AND TERM

The Employer hereby engages Employee and Employee hereby agrees to provide the Employer with Employee's full-time services as a _____ under the terms and conditions set forth in this Agreement. Employee shall be so employed during the term of this Agreement ("Term"), which shall begin on the effective date of this Agreement and shall last until Employee's employment with the Employer is terminated by either the Employer or Employee, with or without cause. Employee is hired on a ninety-day trial basis, during which time the Employee's performance is evaluated. The Employer reserves the right to terminate Employee within the ninety-day trial period with or without cause.

2. DUTIES AND OBLIGATIONS

- 2.1 During the Term, the Employee shall: (i) use his best efforts to promote the interests of the Employer; (ii) perform all any and all duties that may be assigned to Employee by Employer; and (iii) act in accordance with the policies and directives of the Employer as determined from time to time by the management of the Employer and communicated to the Employee whether in writing or otherwise.
- 2.2 The Employee covenants and agrees that, while employed by the Employer, he shall not engage in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business or commercial nature to any person or organization other than the Employer and any affiliated entity (collectively, the

"Company"), including, but not limited to, providing services to any business that is in competition with or similar in nature to the Company whether for compensation or otherwise, without the prior written consent of the Employer. Throughout the Term, Employee shall devote his or her full working time and energy exclusively to performing the services and duties set forth in this Agreement, as well as any other duties that may be assigned to Employee during the term of this Agreement. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement, if those activities do not materially interfere with the services required under this Agreement, and shall not require the prior written consent of the Employer. Notwithstanding anything herein to the contrary, this Agreement shall not be construed to prohibit the Employee from making passive personal investments; provided, however, that any such personal investments shall be made in accordance with Section 6.2(a) of this Agreement and with the Employer's insider trading policy as such policy may be amended from time to time.

3. COMPENSATION

- 3.1 As compensation for the services to be rendered by the Employee pursuant to this Agreement, the Employer hereby agrees to pay the Employee a base salary in such amount as may be determined by the Employer from time to time. The base salary shall be paid in accordance with the normal payroll practices of the Employer. Employee agrees that the Employer may adjust the salary of the Employee from time to time without affecting this Agreement. In addition, the Employer may, in its sole discretion, pay Employee a bonus or make Employee eligible to participate in an incentive plan.
- 3.2 As further consideration for the services rendered by the Employee during the Term, the Employee may be granted securities or options to purchase securities representing an equity interest in the Employer or any affiliated entity on such terms and conditions as the Employer may establish from time to time.
- 3.3 The Employer shall have the right to deduct or withhold from the compensation due to the Employee hereunder any and all sums required for federal income and employment taxes and all state or local taxes now applicable or that may be enacted and become applicable during the Term.
- 3.4 The Employee shall be eligible to participate in such employee benefit plans that the Employer may adopt or continue in force from time to time for the benefit of similarly situated employees during the Term. The Employer reserves the right to terminate any or all benefits now in force or adopted at a later time and may elect not to adopt any additional plans. Employees' benefits and rights under employee benefit plans offered by the Employer, if any, shall be governed by the terms of such benefit plans.

4. **BUSINESS EXPENSES**

- 4.1 The Employer shall pay or reimburse the Employee for all reasonable and authorized expenses incurred by the Employee in connection with the business of the Employer, provided, however, that any such expenditure shall be approved in advance by the President of the Employer (the "President") or his delegate.
- 4.2 The Employer shall reimburse the Employee for expenses incurred for business-related travel. Notwithstanding the above, unless such expenditures are approved in advance by the President, the Employer shall not pay or reimburse the Employee for the costs of any business-related travel to the extent such costs exceed the cost of Coach Class.
- 4.3 As a condition to reimbursement under this Article 4, the Employee shall furnish to the Employer adequate records and other documentary evidence required by federal and state statutes and regulations for the substantiation of each expenditure. The Employee acknowledges and agrees that failure to furnish the required documentation may result in the Employer denying all or part of the expense for which reimbursement is sought.

5. **TERMINATION OF EMPLOYMENT**

The Employer, at its sole option, may terminate the Employee's services at any time with or without cause. The Employer, at its sole option, may provide the Employee with either ten (10) business days prior written notice of such termination or severance pay in an amount equal to the base salary of the Employee, as described in Section 3.1 of this Agreement, for ten (10) business days.

6. **RESTRICTIVE COVENANTS**

- 6.1 **Covenant Not to Disclose Confidential Information.** During the Term and following termination of this Agreement, the Employee agrees that, without the prior written consent of the Employer, he will not use or disclose to any person, firm, association, partnership, entity or corporation, any confidential information concerning: (i) the business operations or internal structure of the Company; (ii) the customers of the Company; (iii) the financial condition of the Company; and (iv) other confidential information pertaining to the Company, including without limitation, trade secrets, technical data, marketing analyses and studies, operating procedures, customer and/or inventor lists, or the existence or nature of any of the Company's agreements (other than this Agreement and any other option or compensation related agreements involving the Employee); provided, however, that the Employee shall be entitled to disclose such information: (i) to the extent the same shall have otherwise become publicly available (unless made publicly available by the Employee); (ii) during the course of or in connection with any