

CONTRACT

THIS CONTRACT will become effective upon signature by the Company representative.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Services. Company retains Service Provider and we agree to perform for Company, certain services set forth in this Agreement (the "Services").

2. Consideration / Compensation:

In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to the Company (as determined by the Company), Company shall provide service, as full and complete compensation the sum agreed to be paid at the completion of the Services.

3. Nondisclosure:

(a) Service Provider understands that, in connection with its engagement with Company, it may receive, produce, or otherwise be exposed to Company's trade secrets, business, proprietary and/or technical information.

(b) Service Provider acknowledges that the Confidential Information is the Company's sole, exclusive and extremely valuable property.

4. General:

(a) This Agreement does not create an obligation on Company to continue to retain Service Provider beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

(b) Service Provider hereby agrees that any breach of Section 3 by Service Provider will cause irreparable harm to Company and that in the event of such breach or threatened breach, Company shall have...

COMPANY REPRESENTATIVE

Signature

DATE SIGNED

Name