

WEB MONGER, LLC
Employee Confidentiality and Non-Compete Agreement

This Confidentiality and Non-Compete Agreement ("Agreement") is made and effective this ____ day of _____, _____, by and between Mitchell Biba ("Owner") of Web Monger, LLC and _____ ("Employee").

Whereas, Employee desires to be employed by Company in a capacity in which he/she may receive, contribute or develop Confidential and Proprietary Information;

Whereas, access, contribution and/or development of such information is necessary in order for Employee to perform his duties in a professional manner;

Whereas, such information is important to the future of the Company and the Company expects the Employee to keep secret such proprietary and confidential information and not to compete with the Company during his employment and for a reasonable period after employment.

Now, therefore, it is agreed as follows:

1. Definitions. As used in this Agreement:

(a) "Company" shall mean Web Monger, LLC, its successors and assigns, and any of their present or future subsidiaries or organizations controlled by, controlling, or under common control with them.

(b) "Affiliate" shall mean any person, corporation, partnership or other entity with which joint enterprises are carried on with the Company or in which the Company has any interest.

(c) "Confidential and Proprietary Information" shall mean all data, passwords, materials, products, pricing, customer lists, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, customer lists, customer information and other information disclosed or submitted, orally, in writing, or by any other media, to Employee.

2. Non-Disclosure of Confidential Information.

(a) Owner proposes to disclose certain of its Confidential and Proprietary Information to Employee. Nothing herein shall require Owner to disclose any of its information. Employee further understands that Confidential Information does not include any of information which has become publicly known and made generally available through no wrongful act or omission of his or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

(b) Employee agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Employee shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Employee will take all proper and reasonable measures to ensure that the confidentiality of such information is maintained. Employee agrees at all times during the term of employment and thereafter, to hold in strictest confidence, and not to use, except for the exclusive benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Owner of the Company, any Confidential Information of the Company.

(c) Upon termination of his employment with the Company, Employee agrees to deliver to the Company (and will not keep in his possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by him pursuant to his employment with the Company or otherwise belonging to the Company.

3. Non-Competition.

(a) During the term of Employee's employment with the Company, Employee agrees that he will not engage in competitive business with any customers other than those outlined in Schedule A. During the term of employment with Company, Employee agrees that prospective customers, other than those outlined in

Schedule A, will be brought to Company as sales leads with Employee receiving compensation as outlined in Company's employment offer and negotiated with Employee.

(b) During the term of Employee's employment with the Company and for a period of two (2) years thereafter, either on his own or on behalf of a new employer, Employee agrees that he will not solicit or contact any of the customers, clients, or brokers with whom Employee has had contact or knowledge of during the term of his employment with the Company. For same period, Employee will not, either directly or indirectly, interfere with the Company's contracts and relationships, or prospective contracts and relationships.

4. This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.

5. Nothing contained in this Agreement shall be construed or confer any obligation or right to employment or to continue in the employment of the Company.

6. In the event that Employee leaves the employ of the Company, Employee hereby grants consent to notification by the Company to new employers about Employees' rights and obligations under this Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Wisconsin and Employee consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Employee agrees that in the event of any breach or threatened breach by Employee, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach. The invalidity, illegality, or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid, illegal, or unenforceable provision had been omitted. If any part of this agreement is for any reason held to be excessively broad as to time, duration, geographical scope, activity or subject, it will be construed, by limiting or reducing it, so as to be enforceable to the extent reasonably necessary for the protection of the Company.

8. Captions to and headings of the sections of this Agreement are solely for the convenience of the parties and not a part of this Agreement and shall not be used the interpretation or determination of the validity of this Agreement or any provision hereof.

9. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

10. This Agreement may be executed in any number of copies, each of which shall be deemed an original and no other copy need be produced. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

11. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

_____ (sign)

Mitchell T. Biba (Owner) _____ (print)

_____ date

_____ date

WEB MONGER, LLC
Employee Invention Assignment, Confidentiality and Non-Compete Agreement
Schedule A

Door Real Estate, LLC
Reliable Automobile Sales
Hoffman Group LTD
Wisconsin Troopers Association
Adam Gruse (aka the legend)
DeClark Plumbing
Discount Auto Sales and Salvage
Commercial Auto Body
Royal Scot Golf Course
Tina Maries Boutique
OBF Entertainment
Petal Pusher Florist
Preble High School in Green Bay.
Project Fallen Heroes
Personal projects