EXECUTIVE EMPLOYMENT AGREEMENT

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ACKNOWLEDGEMENT.
SIGNATURES

EXECUTIVE EMPLOYMENT AGREEMENT

DRAFT

This agreement (the "Agreement") made and entered into this _____ day of _____, 200 [ ],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Company")	(hereinafter referred to as the "Executive")

(the Company and the Executive hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

RECITALS:

WHEREAS, the parties have agreed to enter into a new Employment Agreement;

WHEREAS, the Company desires to employ Executive upon the terms and subject to the conditions of this Agreement; and

WHEREAS, Executive desires to be employed by the Company upon the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive hereby covenant and agree as follows:

1. **Definitions**. For purposes of this Agreement, the following capitalized terms shall have the following meanings, and all other capitalized terms used in this Agreement but not defined in this paragraph 1 shall have the meanings assigned elsewhere in this Agreement:

"Base Salary" means $_____ [e.g. 80 000] American dollars.

"Cause" means:

a. Executive's conviction of (or plea of no contest or similar plea to) a felony;

b. Executive's intentional continuing refusal to substantially perform his obligations and duties under this Agreement (except by reason of incapacity due to illness or accident) if he

   a. shall have failed to remedy the alleged breach caused by such conduct within 30 days from the date written notice is given by the Company demanding that he remedy the alleged breach caused by such conduct, or
   b. shall have failed to take reasonable steps in good faith to that end during such 30-day period, provided that after the end of such 30-day period there shall have been delivered to Executive a certified copy of a resolution of the Board of Directors of the Company, taken at a meeting of the Board of Directors at which Executive, together with his counsel, is given the opportunity to be heard, finding that Executive was guilty of intentional continuing refusal to substantially perform his obligations and duties under this Agreement and specifying the details thereof, and that Executive has failed to take reasonable steps in good faith to remedy the alleged breach caused by such conduct,

c. Executive engaged in willful fraud or defalcation, either of which involved funds or other assets of the Company; or

d. upon Executive's breach of any material term of this Agreement (including, but not limited to, the non-compete and confidentiality provisions in paragraphs 7 and 8).

"Change in Control" means and shall be deemed to occur:

(i) in the event any "person" or more than one such person acting as a group, other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company, is or becomes the "beneficial owner", directly or indirectly, of the securities of the Company, in a transaction or a series of transactions, representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities ordinarily having the right to vote for the election of directors of the Company;

(ii) during any period of two consecutive years during the Employment Period, individuals who at the beginning of the Employment Period constitute the Board of Directors of the Company cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's stockholders, of each director who was not a director at the beginning of the Employment Period has been approved in advance by directors representing at least two-thirds of the directors then in office who were (A) directors at the beginning of the Employment Period, or (B) previously approved in accordance with this subparagraph (ii);

(iii) the Company sells or otherwise disposes of all or substantially all of its assets; and

(iv) the Company participates in a merger or consolidation and, immediately following the consummation of such merger or consolidation, the Company's stockholders prior to such merger or consolidation do not own 50% or more of the voting shares of stock of the surviving or successor corporation.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor thereto.

"Compensation Committee" means the applicable compensation committee of the Board of Directors of the Company.

"Disabled" or "Disability" means a determination, made at the request of Executive or upon the reasonable request of the Company set forth in a notice to Executive, by a physician selected by the Company and Executive, that Executive is unable to perform his duties as specified in this Agreement and in all reasonable medical likelihood such inability will continue for a period in excess of 180 days, or for shorter periods aggregating to more than 180 days in any consecutive nine-month period.

"Effective Date" shall be [DATE]

"Employment Period" means the term of Executive's employment pursuant to the provisions of this Agreement.

"Good Reason" means:

(i) a Change in Control of the Company;

(ii) a decrease in the total amount of Executive's Base Salary below the amount in effect on the date hereof;

(iii) a reduction in Executive's title, a material reduction in his authority, duties or job responsibilities, a material adverse change in his working conditions (including the relocation of Executive's office more than 40 miles from the

Company's present executive offices), without Executive's consent, as determined by Executive in his reasonable judgment;

(iv) a failure by the Company to comply with any material provision of this Agreement if the Company shall have failed to remedy the alleged breach within 60 days from the date written notice of such noncompliance is given by Executive to the Company; or

(v) any purported termination of Executive's employment which is not effected pursuant to a proper Notice of Termination (and for purposes of this Agreement no such purported termination shall be effective).

"Notice of Termination" means a written notice of either the Company or Executive, as applicable, setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination.

"Termination Date" means the effective date of employment termination.

TERMS OF EMPLOYMENT:

2. **Term of Employment.** The Company shall employ Executive, and Executive shall be employed by the Company and shall provide services to the Company upon the terms and conditions hereinafter set forth. The initial term of Executive's employment with the Company shall continue, unless earlier terminated pursuant to Section 5 hereof, through [DATE of employment period e.g. December 31, 2004] (the "Employment Period"); provided, however, that after expiration of the initial term, the Employment Period shall automatically be renewed each [Date e.g. January 1] for successive one-year terms unless the Company or Executive delivers written notice to the other party at least sixty (60) days preceding the expiration of the initial term or any one-year extension date of the intention not to extend the term of this Agreement.

3. **Performance of Duties**. Executive shall have the title of [TITLE e.g. Executive Vice President] of the Company, and he shall possess such powers and perform such duties as are normally incident to such position, as provided in the By-laws of the Company and in accordance with the General Corporation Law of the State of [STATE]. During this period, Executive agrees that he shall perform his duties faithfully and efficiently subject to the direction of the President and the Board of Directors of the Company, and the Company agrees that Executive shall be required to report to the President and to the Board of Directors.

   Executive agrees that during the Employment Period he shall devote substantially his full business time to business affairs of the Company, provided, however, that notwithstanding any other provision hereof, Executive may serve in any capacity with any civic, educational and charitable organization provided, in each case, such activities do not materially interfere with the performance of his duties

hereunder, and such service is consistent with all Company policies and procedures regarding such service. Executive shall be entitled to retain all compensation (whether in the form of cash, equity securities or perquisites) paid or delivered to Executive in connection with such civic, educational or charitable activities. Executive agrees that Executive shall not, without the prior consent of the Board of Directors of the Company (which consent shall not be unreasonably withheld), agree to serve on any boards of directors other than the boards of directors upon which Executive presently serves.

4. **Compensation**. For services rendered by Executive, and upon the condition that Executive fully and faithfully perform all of his duties and obligations set forth herein, Executive shall be compensated for his services as follows:

   a. **Base Salary**. Executive shall receive an annual salary, payable in monthly or more frequent installments, in accordance with the usual payroll practice of the Company, in an amount equal to $_____ (the "Base Salary"), less income tax withholdings and other normal employee deductions. The Base Salary shall be reviewed annually as of the end of each fiscal year commencing [DATE e.g. January 1, 200X] by the Compensation Committee, and may, at the sole discretion of the Compensation Committee, be increased by an amount that it deems appropriate, If the Base Salary is increased by the Compensation Committee, it shall not be decreased thereafter during the Employment Period.

   b. **Bonus.** Executive shall receive bonus payments in accordance with any arrangements or bonus plans established by the Company, in such amounts and upon such terms as are determined by the Compensation Committee.

   c. **Working Hours**. The standard working week of Company is 40 hours, based on 8 hours per day, Monday to Friday. It is understood, however, that hours may vary in order to comply with Company's commitment to the highest standard of professional performance. Executive's salary represents payment for all those hours so worked.

   d. **Management Stock Option Plan**. Should the Company establish a stock option plan or plans with respect to which senior executives of the Company participate and which excepts other employees of the Company generally, Executive shall be entitled to participate in such plans in the same manner as other senior executives of the Company.

   e. **Benefits.** During his employment with the Company, Executive shall be entitled to participate, to the extent he meets all eligibility requirements of general application, in any and all employee benefit plans, programs and arrangements which are now or hereafter adopted by the Company to provide benefits for its employees, including, but not limited to, medical and hospitalization, group term life insurance, disability, and retirement plans. Additionally, Executive shall receive such other benefits as Company may make generally available to its senior executive officers.