

Agreement made this first day of April 2004 between, Sam's Web Club having a place of business in Mobile, Alabama, and _____, having a place of business at _____. The Parties are contemplating discussions relative to a potential business relationship. Discussions between the Parties may require that a Party (the "Disclosing Party") divulge certain information to the other (the "Evaluating Party") which the Disclosing Party regards as confidential and proprietary. In the interest of protecting the confidentiality of such information, the Parties agree as follows:

1. "Confidential Information" means information and data not generally available to the public relating to the design, development, specifications, schematics, engineering, manufacture, sales, marketing, technical performance, financial attributes and the like, of the Disclosing Party's products and/or services.
2. Any and all Confidential Information communicated or delivered to the Evaluating Party under the provisions of this Agreement shall be used solely for purposes of evaluating a possible business relationship and for no other purpose. The existence of this Agreement and the possibility of a business relationship between the Parties shall be considered Confidential Information.
3. Confidential Information will be disclosed only to the personnel of the Evaluating Party who reasonably require the information for evaluating the potential business relationship between the Parties and who have been made aware of the need to keep it in confidence.
4. During the term of this Agreement and for a period of two (3) years thereafter, neither Party shall use or disclose the Confidential Information received from the other Party under this Agreement; provided however, that the foregoing obligation of confidentiality will not apply to any portion of such Confidential Information which:
 - a. is or becomes available to the public other than through unauthorized disclosure by the Evaluating Party;
 - b. Was known to the Evaluating Party, as evidenced by its business records, before the receipt thereof from the Disclosing Party under this Agreement;
 - c. is received without restriction on disclosure from a third party who is not under any obligation of confidentiality with respect to Confidential Information;
 - d. Is covered by a written approval for disclosure signed by an authorized representative, of the Disclosing Party; or
 - e. Is independently developed by personnel of the Evaluating Party, as evidenced by its business records, without prior knowledge of the pertinent Confidential Information of the Disclosing Party.
5. The Evaluating Party will have no liability for disclosure of Confidential information in compliance with any statute, governmental regulation, order or decree of a court or other governmental body; provided however, that reasonable notice is given by the Evaluating Party when it is about to comply with such statute, regulation, order or decree, so as to afford the Disclosing Party an opportunity to seek a restraining order.
6. No license or immunity is granted under this Agreement by the Disclosing Party, either directly or by implication, estoppels, or otherwise, under any patents or copyrights. None of the Confidential Information, which may be disclosed, shall constitute any representation, warranty, assurance, or guarantee by either Party with respect to the infringement of patents or other rights of others.
7. All samples, writings, documents, and drawings furnished hereunder shall remain the property of the Disclosing Party and all of the foregoing and any copies thereof shall be returned to the Disclosing Party promptly at its request except for samples which have already been destroyed in testing or experimental work.
8. Either Party may terminate this Agreement upon thirty (30) days written notification.

9. During the term of this Agreement, and for a period of two (3) years thereafter, neither Party shall solicit for hire as an employee, consultant or otherwise, any employee of the other Party. Notwithstanding the foregoing, nothing herein shall prohibit any solicitation (a) of a person not in the employ of a Party at the time of such solicitation or (b) of a general nature, such as a newspaper advertisement, not specifically targeted at the other Party.
10. This Agreement may be executed in two or more counterparts, which when taken together shall constitute a single document. Amendments to this Agreement must be made in writing and accepted by both Parties to be valid.
11. Because the Disclosing Party does not have an adequate remedy at law to protect its interest in the Confidential Information, the Disclosing Party shall be entitled to injunctive relief, in addition to such other remedies and relief that would, in the event of a breach of the provisions of this Agreement, be available to it. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama, without regard to its choice of laws rules. The Parties agree that the federal and state courts of the State of Alabama shall have exclusive jurisdiction over any dispute arising hereunder and hereby consent to the personal jurisdiction of such courts.

In witness whereof, the Parties have signed this Agreement as of the date first written above.

Sam's Web Club

[_____]

By: _____

By: _____