

AGREEMENT

THIS AGREEMENT ("Agreement") is made effective the _____ day of _____, _____ ("Effective Date"), by and between **JEFF LEFTON PROMOTIONS, INC.**, a Missouri corporation, dba Abra-Kid-Abra (the "Company"), and _____, an individual ("Instructor").

RECITALS:

A. The Company offers instruction to children between ages 4 and 17 ("Children") concerning the performance of magic, juggling and various clown skills (collectively, the "Business").

B. The Company has agreed to engage Instructor to provide services in connection with the Business, provided that Instructor executes this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used in this Agreement are defined in Exhibit A.
2.
 - (a) Instructor agrees that during the Non-Compete Period, Instructor will not, anywhere within 75 miles of the Gateway Arch, other than on the Company's behalf:
 - (i) provide instruction to Children concerning the performance of magic, juggling or clown skills at after school programs, camps, or community college kids programs.
 - (ii) perform any magic, juggling or clown skills for or at any school, camp or other organization with which the Company has had a business relationship within the 12 month period preceding the Effective Date or during the Non-Compete Period (for purposes hereof, "school" includes any school that is part of a school district that has had such a business relationship).
 - (iii) perform for any customer or client, the lead for which came from a Customer during the Non Compete Period.
 - (b) Instructor also agrees that during the Non Compete Period, Instructor will not induce, attempt to induce or assist another in inducing:
 - (i) any employee of the Company to leave the Company's employ.
 - (ii) any Customer to decrease the amount of business that Customer does with the Company.
 - (c) If a court shall hold that the duration, scope, area or other restrictions stated herein are unreasonable under the circumstances, the parties agree that the maximum duration, scope, area or other restrictions reasonable under such circumstances shall be substituted for the stated duration, scope, area or other restrictions.
 - (d) The existence of any claim or cause of action against the Company shall not constitute a defense to the enforcement of this Agreement.
3. During and after the Non-Compete Period, Instructor shall not make any use of nor disclose to any Person, any Trade Secret or other Confidential Information relating to the Company or the Business, without the Company's express prior written consent.
4. The Company may, in addition to any other remedies available to the Company at law or in equity, seek injunctive relief to enjoin or prevent any breach or threatened breach of this Agreement.

5. This Agreement shall be binding upon and benefit of the parties and their respective affiliates, successors and assigns. The Company may assign or transfer its rights hereunder to a purchaser of the Company's assets.

6. No amendment, modification or waiver of this Agreement shall be binding or effective unless it is made in a writing and signed by the party against whom enforcement is sought. No delay of any rights or remedies shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof. A waiver of right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

7. Unless otherwise provided in this Agreement, if any provision of this Agreement shall be held invalid under applicable law, then such provision shall be ineffective only to the extent of such invalidity, without invalidating or affecting the remainder of that or any other provision of this Agreement.

9. This Agreement (together with Exhibit A) constitutes the entire agreement and, except as provided in this Agreement, supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matters hereof.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to the choice of law principles thereof.

13. The relationship between the parties is at-will.

14. At all engagements on the Company's behalf, Instructor shall only pass out the Company's marketing and other materials (and no other's) and shall only promote the Company's interests, products and services (and no other's).

IN WITNESS WHEREOF, the parties have executed this Non-compete Agreement as of the Effective Date.

JEFF LEFTON PROMOTIONS, INC.

INSTRUCTOR

By: _____

Name: Jeff Lefton

Title: President

Printed Name: _____

Exhibit A

For purposes of this Agreement:

“Confidential Information” includes customer lists, including existing and potential customer information; supplier lists, including existing and potential supplier information; product and service information, including existing products and services, any future or planned products or services, curriculum manuals, employee manuals; product designs, developments and discoveries; unpublished financial statements and other financial information, including pricing, profitability information, budgets, projections, costs, and forecasts; personnel information, sales and marketing information, including strategies, techniques, plans and contacts; information relating to computer hardware, software, programs, inventions, improvements, data, reports and manuals; and any other information designated by the Company as confidential or proprietary in nature.

“Customer” means any Person to or for whom the Company has sold any product or rendered any service at any time within the 12 month period preceding the Effective Date or during the Non-Compete Period.

“Non-Compete Period” commences on the Effective Date and continues until the 2nd anniversary of the termination of Instructor’s engagement with the Company. Non-Compete Period is extended by any period during which Instructor is in breach of the Agreement

“Person” means an individual, corporation, company, partnership, limited liability company or any other entity.

“Trade Secret” means information including a program, device, method, technique or process that: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.