**ASSET PURCHASE AGREEMENT**

 This agreement (“Agreement”) is made as of Date, 201\_, by and between Buyer Corporation (“Purchaser”), with a principal place of business in State, and Seller Corporation (the “Seller”), whose principal place of business is State, pursuant to the following terms and conditions.

 **WHEREAS**, the Seller now owns and wishes to sell its Internet Web site and e-mail newsletter collectively known as \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Web site”), all of the related Internet Web site pages, and all content and domain names, subscriber listsand e-mail newsletters and other assets that currently make up the Web site (the Web site and all other items collectively the “Pages”) to Purchaser on the terms set forth herein below; and

 **WHEREAS**, Purchaser wishes to purchase the Pages from the Seller;

 **NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and such other good and valuable consideration, Purchaser and the Seller hereby agree as follows:

**1. Grant.**

(a) Purchaser hereby agrees to purchase and the Seller hereby agrees to sell the following assets: any and all of the Seller’s rights, title and interest in and to all assets and properties constituting, relating to, used or useful in connection with, the Pages, including but not limited to all content; text; graphics; images; audio; video; databases; HTML; DHTML and SHTML files; cgo and other scripts, all programming code, subscriber databases; server logs; e-mail newsletters; e-mail subscriber lists; customer lists; work-in-process; goodwill; copyrights; copyright applications; trademarks including all goodwill and common law rights (including but not limited to those listed on Exhibit B (the "Trademarks")); trademark applications (as listed on Exhibit B); names (including \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.com, and all derivations thereof); design; trade dress; logos; graphics; Web sites and domain names (as listed on Exhibit B (the "Domain Names")); architecture; patents; patent applications; intellectual property; property rights; pages; advertising space reservation and advertising insertion orders; commerce and other contracts (as listed in Exhibit C); any deposits, other advance payments or accounts receivable related to any advertising contracts or orders assumed by Purchaser (as listed in Exhibit C); and all business and accounting records related to the Pages; and all operating systems; Web servers; interpreters; compilers; application software; database software; banner rotation software; web site servers, routers, computer workstations, office equipment, facsimile machines, computer printers, and photocopiers (such hardware, equipment and software as listed in Exhibit G), of Seller (all of the previous hereafter, collectively referred to as the "Assets").

(b) The Assets will be transferred to Purchaser concurrently with execution of this Agreement by the Seller and the Seller will do all things that are deemed necessary by Purchaser for the valid transfer of the Assets. The Assets will be delivered to Purchaser in such electronic or other format as Purchaser shall reasonably request. Seller shall complete the InterNIC Registrant Name Change Agreement form, currently located at http://www.networksolutions.com/makechanges/rnca/agreement.html, and the trademark assignment form, attached as Exhibit F, for each trademark listed on Exhibit B, or such other forms and do all other things deemed necessary by Purchaser to transfer the Domain Names to Purchaser and the Pages to Purchaser’s servers. The Pages shall reside solely on Purchaser’s servers, their distribution and mirroring shall be maintained solely by Purchaser.

 (c) The Seller acknowledges that Purchaser is not purchasing or assuming any liabilities, obligations or indebtedness of the Seller, the Pages or the Assets arising from any event prior to the date of this Agreement (the “Excluded Liabilities”), except as specifically listed on Exhibit C (the "Assumed Liabilities"). The Seller hereby agrees to pay, perform and discharge the Excluded Liabilities, and to indemnify and hold Purchaser harmless from any and all claims, costs, expenses, liabilities or losses or damages including attorneys’ fees and court costs relating to or arising out of the Excluded Liabilities, no matter when occurred.

 (d) Purchaser agrees to retain certain of the employees/consultants of Seller at the compensation rates listed in Exhibit H. The Excluded Liabilities shall include, but not be limited to, all employment liabilities related to the Pages and Seller and the employees on Exhibit H.

**2. Proprietary Rights.**

 The Seller acknowledges and agrees that nothing contained in this Agreement shall cause the Seller to acquire any right, title, or interest in or to any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights of Purchaser, or to acquire or retain any rights to the Pages or the Assets whether originated before or after the date hereof.

**3. Non-Competition/Non-Solicitation.**

(a) The Seller and Purchaser agree that it/he/they will not, anywhere in the world or in any language during or for a period of \_\_\_ (#) years after the date of this Agreement, directly or indirectly, whether as principal, agent, stockholder, consultant, partner, employee, member, or in any other capacity whatsoever, participate in, engage in, or be in any manner associated with the development, publishing, marketing, distribution, creation, licensing or sale of any Internet or World Wide Web site or pages, or other paper or electronic product that is similar to, or has any content or features similar to, or is likely to compete or interfere with, or injure the value or prospects of the Pages, the Assets or any of the content of the Pages anywhere in the world.

(b) The Seller and Purchaser further agree that during or for a period of at least three (3) years from the date of this Agreement it/he/they will not, jointly or independently, directly or indirectly, solicit or induce or attempt to solicit any employee, agent, representative or contractor of Purchaser to terminate his, her or its employment, representation or other association with Purchaser.

(c) The Seller and Purchaser acknowledge and agree that because of the world wide access of the Internet and World Wide Web, that the provisions of Paragraph 3(a) and (b) are reasonable with respect to the scope of restriction, duration and the geographic scope and are reasonably necessary to protect the value of the Assets. In the event that a court of competent jurisdiction or other competent authority should determine that the duration, geographic restriction, or scope of the foregoing restrictions are unreasonable, then the Purchaser and the Seller hereby authorize and empower such court to insert reasonable limitations and enforce the restrictions in accordance therewith so as to achieve as nearly as possible the business purpose and intent of such restrictions. Such modification shall be effective, however, only with respect to the operation of this Agreement in the jurisdiction in which such modification was made and this Agreement shall remain in full force and effect without modification in all other jurisdictions.

**4. Representations and Warranties of Seller.**

 The Seller and Purchaser represent and warrant that:

1. Seller is the sole author and owner of all content including all images, text, graphics, video and audio of the Pages or has the freely transferable right to the content of the Pages;
2. Seller is the sole owner of the Assets and that it has every right to enter in this Agreement and sell the Assets;
3. Seller first used the name \_\_\_\_\_\_\_\_\_\_\_\_.com on \_\_\_\_\_\_\_\_\_\_\_, 201\_\_, and filed trademark applications as listed on Exhibit B;
4. except as set forth on Exhibit E attached hereto, Seller has made no commitment, agreement or understanding verbally or in writing to any other party for the Pages’ use or license of any of its content after the date of this Agreement;
5. to the best of the Seller’s knowledge, the Pages do not infringe, an Seller has received no notice of any potential infringement, upon any statutory or common law copyright, trademark, contractual, proprietary right, or any other right of any other person or entity and at all times have been operated in full compliance with all applicable laws;
6. the Assets constitute all of the assets and property used, necessary or useful in connection with the publishing and operation of the Pages on the Internet and the World Wide Web and the Assets are free and clear of all liens, encumbrances, security interests, restrictions or claims of any kind or nature;
7. Exhibit G lists all of the software, codes, hardware or licenses necessary to operate or maintain the Pages and except as listed on Exhibit G, there is no software, codes, hardware or licenses used by Seller, or otherwise necessary for the operation or maintenance of the Pages;
8. Exhibit E lists all of the contracts or agreements that are necessary for the operation or maintenance of the Pages and except as noted on Exhibit E, there are no contracts or agreements that are necessary for the operation or maintenance of the Pages;
9. this Agreement constitutes the valid and binding obligation of the Seller, enforceable against the Seller, in accordance with its terms;
10. the Pages do not have any content which is libelous, infringe the intellectual property rights of another, defamatory, malicious, or contain any viruses and the Seller have received no notice and has no knowledge of any claim of libelous, defamatory, malicious or virus content;
11. there is no action, suit, proceeding or investigation pending or, to the best of the Seller’s knowledge, threatened, which could have an adverse effect on the business, operations, prospects, earnings, ownership or condition (financial or otherwise) of the Pages or the Assets;
12. there have been not less than and \_\_\_\_\_\_\_\_ “page views” of the Pages respectively (excluding “mirrored sites”) during each of the calendar months of Month 1, 201\_ and Month 2, 201\_ respectively;
13. there have been not less than and unique users of the Pages during each of the calendar months of Month 1, 201\_ and Month 2, 201\_, respectively;
14. there has been and revenues, in accordance with United States generally accepted accounting principles (“GAAP”), for the Pages for the same calendar months of Month 1, 201\_ and Month 2, 201\_, respectively;
15. there have been not less than and \_\_\_\_\_\_\_\_ subscribers to the e-mail newsletter and not less than \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_ subscribers to the \_\_\_\_\_\_\_\_\_\_\_\_\_ e-mail newsletter for the Pages respectively (excluding “mirrored sites”) during each of the calendar months of Month 1, 201\_ and Month 2, 201\_, respectively;
16. no consent, approval or authorization from any third party or any governmental authorities is required in connection with the Seller’s execution and delivery of this Agreement or the performance of its obligations hereunder;
17. the Seller has not licensed any person or entity to use or operate under any of the Trademarks, tradenames or Domain Names (except as listed on Exhibit E) nor have any of the Trademarks, tradenames or Domain Names been used in combination with any mark of any other party that would dilute its value;
18. no representation or warranty of the Seller in this Agreement contains any misleading or untrue statement of material fact or omits to state a material fact;
19. except as listed on Exhibit D, the Seller has not authorized any “mirror sites” and is not aware of any unauthorized “mirror sites” for the Pages or content of the Page;
20. Seller is not aware of any information that is likely to have, or result in, an adverse effect on the Web site or the future prospects of the Assets or Pages.
21. the profit and loss statement and balance sheet attached hereto, and made a part hereof as Exhibit I, fairly presents the financial condition of the Pages on a monthly and cumulative basis as of Date, 201\_ and has been prepared in accordance with United States GAAP;

**5. Representations, Warranties and Covenants of Purchaser.**

Purchaser represents and warrants to the Seller that Purchaser has full legal capacity to enter into this Agreement; and that the execution and performance of this Agreement by Purchaser will not infringe upon any rights of any person or entity nor violate any other agreement or contract to which Purchaser is a party.

**6.** **Indemnity**.

The Seller agrees to fully defend, indemnify and hold the Purchaser and its parent, subsidiaries, officers, directors, employees and affiliates harmless from, and against, any and all costs, damages, expenses, liabilities, and other claims, including attorneys’ fees and court costs, that are in any way connected to the Excluded Liabilities, or the Seller's breach of any term of this Agreement.

**7. Purchase Price and Other Consideration.**

 In consideration of the purchase of the Assets and of the Seller’s covenants and agreements set forth in this Agreement, Purchaser agrees to pay the Seller, by check or wire transfer as directed by Seller, the following (the “Purchase Price”):

I.

a. one and one-half times (1.5x) the net revenue, as calculated by U.S. GAAP, for the Pages of $\_\_\_\_\_\_\_\_, for the months of Month A, 201\_ to Month B, 201\_, for a total initial payment of $\_\_\_\_\_\_\_ which shall be payable as follows:

(i) A payment of ($ , ) (50%) upon execution of this Agreement by the parties;

(ii) A payment of ($ , ) (50%) upon successful transfer of the Pages to Purchaser's server logs and the transfer of the Domain Names to Purchaser in the Internic Whois database.

b. In addition, a payment of fifteen cents ($0.15) per page view of the Pages for Month B, 201\_ of \_\_\_\_\_\_\_\_\_\_\_\_ in the amount of $\_\_\_\_\_\_\_\_\_\_ which shall be paid as follows:

(i) A payment of ($ , ) (50%) upon execution of this Agreement by the parties;

(ii) A payment of ($ , ) (50%) upon successful transfer of the Pages to Purchaser's server logs and the transfer of the Domain Names to Purchaser in the Internic Whois database.

II.

1. An additional one-time payment on or before Date, 201\_, equal to one and one-quarter times (1.25x) the net revenue for the Pages, as calculated under U.S. GAAP (excluding site acquisitions or site mergers with the Pages) for the seven calendar months of Month C, 201\_ to Month D, 201\_.
2. On or before Date, 201\_, an additional one-time payment by Purchaser to Seller of fifteen cents ($0.15) per monthly page view for any increase in monthly page views in the month of Month D, 201\_ for the Pages that are in excess of \_\_\_\_\_\_\_\_\_\_ (Month B, 201\_) monthly page views (excluding Site acquisitions or Site mergers). Page views shall be calculated based on Purchaser’s servers consistent with its standard method for counting page views.
3. An additional one-time payment on or before Date, 201\_, equal to one and one-quarter times (1.25x) the net revenue for the Pages, as calculated under U.S. GAAP (excluding site acquisitions or site mergers with the Pages) for the seven calendar months of Month D, 201\_ to Month E, 201\_.
4. On or before Date, 201\_, an additional one-time payment by Purchaser to Seller of fifteen cents ($0.15) per monthly page view for any increase in monthly page views in the month of Month B, 201\_ for the Pages that are in excess of \_\_\_\_\_\_\_\_\_\_ (Month C, 201\_) monthly page views (excluding Site acquisitions or Site mergers). Page views shall be calculated based on Purchaser’s servers consistent with its standard method for counting page views.
5. Any amounts that are overpaid by Purchaser to Seller under this Section shall be immediately repaid by Seller to Purchaser.
6. Seller and \_\_\_\_\_\_\_\_\_\_\_ each agree that they have not, and that they will not take any action, whether independently or jointly, directly or indirectly, to artificially inflate, overstate, or in any manner misrepresent the amount of actual page views on the Pages or revenue for the Pages at any time.

**8. Default by Seller; Remedies.**

 The Seller will be in default under this Agreement if (i) the Seller breaches any of its covenants contained in this Agreement if such breach is not cured to the satisfaction of Purchaser within ten (10) days after notice of such breach or (ii) if there exists any breach of any of the representations or warranties of the Seller contained in this Agreement. In the event of any default hereunder by the Seller, Purchaser shall give written notice to the Seller and, Purchaser may, in addition to any other rights or remedies under applicable law, suspend any unpaid amount of the Purchase Price until all damages as a result of such default can be determined and then set off against the Purchase Price.

**9. Default by Purchaser; Remedies.**

 If Purchaser fails to observe or perform, other than due to a default or breach by the Seller, or good faith dispute, hereunder any of its covenants or obligations contained in this Agreement and such failure or breach is not cured or commenced to be cured within thirty (30) days of notice from the Seller of such failure or breach, or if Purchaser breaches any of its representations or warranties contained herein, Purchaser shall be in default and the Seller may, in addition to exercising any other remedy available hereunder, at law or in equity, accelerate payment of the Purchase Price by making written demand upon Purchaser.

**10. Jurisdiction.**

 The execution, performance and interpretation of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of \_\_\_\_\_\_\_\_\_\_, without regard to State’s choice of law rules. The Parties irrevocably consent to the in-personum jurisdiction of the courts of Connecticut, and consent to service of process by certified mail at its respective address set forth on the first page of this Agreement.

**11. Notices.**

 All notices required or permitted to be given under this Agreement must be in writing, and will be deemed given on the date of receipt if delivered in person, or on the date of mailing if mailed by overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the applicable party at its address indicated on the first page of this Agreement. Either party may change its address for purposes of this Agreement by giving fifteen (15) days’ prior written notice of such change of address to the other party in the manner described in this Section.

**12. Binding Effect; Assignment.**

 The Seller shall not assign any of its rights, or delegate any of its obligations under this Agreement to any third party without the consent of Purchaser. This Agreement is binding upon, and shall inure solely to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Agreement is not intended to benefit, and shall not be construed as benefiting, any third party, and no third party shall have standing to enforce any provision of this Agreement.

**13. Modification.**

 No purported modification, amendment or waiver of any term of this Agreement shall be effective unless it is in writing, subsequent to this Agreement and signed by both parties hereto.

**14. Confidentiality.**

The financial terms of this Agreement shall be confidential and shall not be disclosed by either party without the other party's prior written consent except as may be required by law. The Seller shall not issue a press release or make any other public statements related to this Agreement or the transaction incorporated herein without the express written consent of Purchaser.

**15. Counterpart.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. Facsimile copies shall also be deemed originals.

**16. Severability.**

The Seller also agrees that the provisions of this Agreement are severable and separate and that the unenforceability of any specific provision or part of any provision shall not affect the validity of any other provision or term of this Agreement.

**17.** **Entire Agreement.**

 This Agreement constitutes the entire agreement of Purchaser and the Seller with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings or agreements, whether oral or written, concerning such subject matter. Each party acknowledges that it enters into this Agreement without relying on any statement by the other party which is not specifically set forth in this Agreement.

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(“Purchaser”) (“Seller”)

By: By:

Title: Title:

Printed Name: Printed Name:

Date: Date:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **\_\_\_\_\_\_\_\_\_\_\_\_**

Exhibit A

(screen shots of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.com home page)

**Exhibit B**

**Domain names:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.com

others?

**Trademarks:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.com

others?

**Trademark Applications:**

Application Number Date of Application Country of Application

# Exhibit C

**Assumed Contracts and Liabilities**

### List or Attach

# Exhibit D

**Mirror Site**

Exhibit E

**OTHER AGREEMENTS**

**Contracts- License or Use**

**Hardware:**

**Software:**

**Content & Design:**

Contracts – Operation and Maintenance

**Hosting:**

**Banner Rotation:**

**Database/Content management:**

**E-mail Newsletter fulfillment:**

**Discussion Boards/Forums:** Delphi.com

**Exhibit F**

#### Trademark Assignment

###### ASSIGNMENT

This Assignment is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ corporation with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Assignor"), and internet.com Corporation, a corporation of the State of Delaware with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Assignee").

WHEREAS, by an Asset Purchase Agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Agreement”), Assignor agreed to assign to Assignee all common law rights in the trademarks and service marks listed on the attached Schedule, all applications and registrations pertaining thereto, and all goodwill associated therewith, including the listed applications to and registrations in the United States Patent and Trademark Office together with all the assets of the business conducted under the Marks, and all rights to claims of past infringement thereof (collectively the “Marks”); and

NOW THEREFORE, in consideration of the sum of ten dollars ($10) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all right, title and interest throughout the world in and to: (i) the Marks, including all applications or registrations therefor and all goodwill pertaining thereto; (ii) the portion of the business of Assignor to which the listed intent-to-use applications apply; (iii) all income, royalties, damages and payments now due or which hereafter become due or payable in respect to thereto; (iv) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past , present or future infringement of thereof; and (v) all rights corresponding to the foregoing.

Assignor hereby agrees to execute all papers and to perform all other proper acts requested by Assignee or its successors or assigns to secure to Assignee or its successors or assigns the rights hereby transferred.

 IN WITNESS WHEREOF, the undersigned has executed this Assignment as of \_\_\_\_\_\_\_ 1999.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 )

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 201\_, personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acknowledged that he/she signed this trademark assignment instrument as a free act on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 AGREED AND ACKNOWLEDGED:

 **\_\_\_\_\_\_\_\_\_\_\_\_.com Corporation**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

Trademark Schedule

\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and design

**Exhibit G**

Hardware, software and equipment

**Hardware:**

Servers –

**Software:**

Operating System –

Banner Rotation –

Message Board/Forum –

E-mail Newsletter -

Database –

Other –

**Production documentation**:

**Bandwidth:**

Average:

Peak:

**Exhibit H**

To:

 Annual

Name Title Compensation

1. A total of \_\_\_\_\_\_\_\_\_\_\_ (#) stock options of Purchaser shall be divided among the foregoing employees except \_\_\_\_\_\_\_\_\_\_. Seller to provide Purchaser with an allocation of such shares by \_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_. The options shall vest 1/3 per year over three years and be subject to execution of \_\_\_\_\_\_\_\_\_\_.com’s standard stock option agreement.
2. The following three employees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, shall be given a loan of $\_\_\_\_\_\_\_\_ per person (a total of $\_\_\_\_\_\_\_ for all three) from Purchaser for moving and relocation expenses related to moving from \_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the purpose of providing services to Purchaser. Such loan shall be interest free and the principal shall be forgiven 1/12 per month over a period of 12 months provided that an employee remains a full time employee of Purchaser. In the event that an employee is not an employee of Purchaser at the end of the twelve month period, the full amount of the outstanding principal for each person that has not been forgiven shall be immediately repaid to Purchaser, together with cumulative interest of 5% per annum. These employees shall execute promissory notes confirming these terms.

**The Agreement**

To: \_\_\_\_\_\_\_\_\_\_ (“you”)

 \_\_\_\_\_\_\_\_\_\_.com Corporation (referred to in this letter as "Company") wishes to hire \_\_\_\_\_\_\_\_\_ (“Employee” or “you”) to be an employee of the Company and this letter describes the terms and conditions under which the Company will hire you. You must agree to the terms and conditions in this letter to become an employee of the Company.

 In consideration of the Company's hiring you, and the mutual promises and agreements described below, you and the Company agree as follows:

1. **Employment:** The Company will hire you and you will work for the Company in the position of V.P., General Manager of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In this position, you will be responsible for maintaining and expanding the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Web site consistent with past operations of the Web site.. You will report to the Editor in Chief or General Manager of the Company, or such other person as directed by the Company. You agree to devote your full time, skill, best efforts and loyalty to the affairs of the Company and to the diligent performance of your responsibilities for the Company.

2. **Compensation:** Your compensation will be as follows: annual salary $\_\_\_\_\_\_\_\_\_ to be reviewed on an annual basis. You will also be entitled to receive benefits that may generally be made available by the Company from time to time to its employees, in accordance with the terms and conditions of those benefits. Your rate of pay and benefits may change from time to time and this agreement will continue to apply with your new rate of pay and benefits. The Company may also generally add, change, or terminate benefits from time to time. In addition, you shall receive \_\_\_\_\_\_\_\_\_ stock options of Company which shall vest one-third per year over a three year term and you shall execute Company’s standard stock option agreement.

3. **Length of Employment:** You will be employed for a period of one year, except that you may be terminated during this time for “cause”. After the initial term, your employment with the Company is "at will" and may be terminated by you or the Company at any time with or without cause. Please see your Employee Handbook for notice requirements.

4. **Confidentiality:** The Company owns certain trade secrets, confidential information and proprietary information that are very important to the success of the Company's business. Also, the Company has confidential information belonging to others that the Company is obligated to keep confidential. Some, but not all, examples of trade secrets, confidential information and proprietary information, which may be written or otherwise, are: customer lists, subscriber lists, marketing plans, forecasts, price lists, production schedules, contracts, information about our employees' skills and abilities, financial and other business information. In this Agreement we use the words "Confidential Information" to refer to the examples above and all of the other possible trade secrets, confidential information and proprietary information owned or in the custody of the Company.

 You understand that during your employment with the Company you may have access to such Confidential Information. You agree that all Confidential Information is the exclusive property of the Company, or others, and that you will take all the steps that are necessary to protect the Confidential Information. You agree that during your employment and after your employment ends, you will not use, reproduce, or disclose any of the Confidential Information, except in the normal course of your employment with the Company and for the sole benefit of the Company, or unless an officer of the Company gives you written permission in advance. You agree to return to the Company any Confidential Information (including all copies) in your possession upon the request of the Company.

5. **Company Work-Product:**

 A. If you, by yourself or with others, develop an article or idea that is related to your services on behalf of the Company (referred in this agreement as "Work-Product") while you are employed with the Company, you agree that all such Work Product is owned by the Company and that you agree to assign and transfer all of your right, title and interest to the Work Product to the Company, together with all rights to copyrights, trademarks and patents or other protection which may be granted on the Work Product. You also agree to sign and deliver, without cost to employee, any documents or take any actions that may be deemed necessary by the Company to carry out the assignment and transfer related to the Work Product.

 B. The provisions of this agreement about assignment of Inventions do not apply to inventions, improvements, discoveries or ideas that are not related to the Company's products, procedures, services, processes or business.

6. **Other Terms and Conditions of Employment:** You agree that your employment with the Company is subject to the guidelines, standards, rules, policies and practices of the Company, as may be amended from time to time. Many of these are summarized in the Company's employee handbook.

7. **Non-competition and Non-solicitation:** You agree that during your term of employment and for a period of one year (1) years after your employment with the Company ends, you will not, directly or indirectly, interfere or compete with any aspect of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ business or in any way aid, solicit or induce any employees of the Company to leave the Company for employment or other relationship with any entity that competes with any aspect of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ business.

8. **Injunctive Relief and Costs:** You acknowledge that your material violation or threatened material violation of the provisions of this agreement will cause irreparable injury to the Company which would not be adequately compensated by damages. Therefore, in addition to other rights and remedies the Company may have, you agree that the Company is entitled to injunctive relief.

9. **General Provisions:**

 (a) This Agreement is personal to you and you may not assign it to another person. The Company may assign this Agreement to any affiliate or successor in interest of the Company.

 (b) This Agreement may be amended, suspended, canceled, renewed or waived only by a writing signed by both you and the Company's President and Chief Operating Officer or Chairman and Chief Executive Officer.

 (c) The failure by either you or the Company to enforce any provision of this Agreement will not be construed as a consent or waiver of any later enforcement or breach of the same or a different provision of this Agreement.

 (d) If any provision of this Agreement is declared unenforceable by a court, the unenforceable provision will, if possible, be modified with the least amount of change to make the provision fully enforceable. The remaining provisions of this Agreement will not be affected and will remain in full force and effect.

 (e) This Agreement is the entire agreement between you and the Company with respect to the subjects in this agreement and supersedes all previous oral or written agreements, commitments or understandings. This Agreement will be binding on both you and the Company and its successors, heirs or other legal representatives.

 (f) This Agreement is governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**If you agree with the provisions set out above, please indicate your agreement by signing below.**

**Company Employee**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

 President

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Agreement**

To: \_\_\_\_\_\_\_\_\_ (“you”)

 \_\_\_\_\_\_\_\_\_\_.com Corporation (referred to in this letter as "Company") wishes to hire \_\_\_\_\_\_\_\_\_\_\_ (“Employee” or “you”) to be an employee of the Company and this letter describes the terms and conditions under which the Company will hire you. You must agree to the terms and conditions in this letter to become an employee of the Company

 In consideration of the Company's hiring you, and the mutual promises and agreements described below, you and the Company agree as follows:

1. **Employment:** The Company will hire you and you will work for the Company in the position of Managing Editor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In this position, you will be responsible for maintaining and expanding the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Web site consistent with past operations of the Web site. You will report to the V.P., General Manager of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or such other person as directed by the Company. You agree to devote your full time, skill, best efforts and loyalty to the affairs of the Company and to the diligent performance of your responsibilities for the Company.

2. **Compensation:** Your compensation will be as follows: annual salary $\_\_\_\_\_\_ to be reviewed on an annual basis. You will also be entitled to receive benefits that may generally be made available by the Company from time to time to its employees, in accordance with the terms and conditions of those benefits. Your rate of pay and benefits may change from time to time and this agreement will continue to apply with your new rate of pay and benefits. The Company may also generally add, change, or terminate benefits from time to time.

3. **Length of Employment:** You will be employed for a period of one year, except that you may be terminated during this time for “cause”. After the initial term, your employment with the Company is "at will" and may be terminated by you or the Company at any time with or without cause. Please see your Employee Handbook for notice requirements.

4. **Confidentiality:** The Company owns certain trade secrets, confidential information and proprietary information that are very important to the success of the Company's business. Also, the Company has confidential information belonging to others that the Company is obligated to keep confidential. Some, but not all, examples of trade secrets, confidential information and proprietary information, which may be written or otherwise, are: customer lists, subscriber lists, marketing plans, forecasts, price lists, production schedules, contracts, information about our employees' skills and abilities, financial and other business information. In this Agreement we use the words "Confidential Information" to refer to the examples above and all of the other possible trade secrets, confidential information and proprietary information owned or in the custody of the Company.

 You understand that during your employment with the Company you may have access to such Confidential Information. You agree that all Confidential Information is the exclusive property of the Company, or others, and that you will take all the steps that are necessary to protect the Confidential Information. You agree that during your employment and after your employment ends, you will not use, reproduce, or disclose any of the Confidential Information, except in the normal course of your employment with the Company and for the sole benefit of the Company, or unless an officer of the Company gives you written permission in advance. You agree to return to the Company any Confidential Information (including all copies) in your possession upon the request of the Company.

5. **Company Work-Product:**

 A. If you, by yourself or with others, develop an article or idea that is related to your services on behalf of the Company (referred in this agreement as "Work-Product") while you are employed with the Company, you agree that all such Work Product is owned by the Company and that you agree to assign and transfer all of your right, title and interest to the Work Product to the Company, together with all rights to copyrights, trademarks and patents or other protection which may be granted on the Work Product. You also agree to sign and deliver, without cost to employee, any documents or take any actions that may be deemed necessary by the Company to carry out the assignment and transfer related to the Work Product.

 B. The provisions of this agreement about assignment of Inventions do not apply to inventions, improvements, discoveries or ideas that are not related to the Company's products, procedures, services, processes or business.

6. **Other Terms and Conditions of Employment:** You agree that your employment with the Company is subject to the guidelines, standards, rules, policies and practices of the Company, as may be amended from time to time. Many of these are summarized in the Company's employee handbook.

7. **Non-competition and Non-solicitation:** You agree that during your term of employment and for a period of one year (1) years after your employment with the Company ends, you will not, directly or indirectly, interfere or compete with any aspect of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ business or in any way aid, solicit or induce any employees of the Company to leave the Company for employment or other relationship with any entity that competes with any aspect of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ business.

8. **Injunctive Relief and Costs:** You acknowledge that your material violation or threatened material violation of the provisions of this agreement will cause irreparable injury to the Company which would not be adequately compensated by damages. Therefore, in addition to other rights and remedies the Company may have, you agree that the Company is entitled to injunctive relief.

9. **General Provisions:**

 (a) This Agreement is personal to you and you may not assign it to another person. The Company may assign this Agreement to any affiliate or successor in interest of the Company.

 (b) This Agreement may be amended, suspended, canceled, renewed or waived only by a writing signed by both you and the Company's President and Chief Operating Officer or Chairman and Chief Executive Officer.

 (c) The failure by either you or the Company to enforce any provision of this Agreement will not be construed as a consent or waiver of any later enforcement or breach of the same or a different provision of this Agreement.

 (d) If any provision of this Agreement is declared unenforceable by a court, the unenforceable provision will, if possible, be modified with the least amount of change to make the provision fully enforceable. The remaining provisions of this Agreement will not be affected and will remain in full force and effect.

 (e) This Agreement is the entire agreement between you and the Company with respect to the subjects in this agreement and supersedes all previous oral or written agreements, commitments or understandings. This Agreement will be binding on both you and the Company and its successors, heirs or other legal representatives.

 (f) This Agreement is governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**If you agree with the provisions set out above, please indicate your agreement by signing below.**

**Company Employee**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 President

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT I**

**profit and loss statement and balance sheet as of DATE, 201\_**