

NON-COMPETE AGREEMENT

This NON-COMPETE AGREEMENT (this "**Agreement**") is made and entered into as of the date listed in the signature block (the "**Effective Date**"), by and between STAFF IT ALL LLC (the "**Company**" or "**Disclosing Party**") located at PO Box 10503, Atlanta, Georgia 30310 and STAFF IT ALL MEMBERS, SERVICE PROVIDERS & VENDORS (the "**Recipient**") located at , ATLANTA, Georgia 30310. Company and Recipient may be referred to individually as the "**Party**", or collectively, the "**Parties**".

1. NON-COMPETE

Throughout the duration of this Agreement the Recipient shall not, in any manner, represent, provide services or engage in any aspects of business that would be deemed similar in nature to the business of STAFF IT ALL LLC without the written consent of STAFF IT ALL LLC.

The Recipient warrants and guarantees that throughout the duration of this Agreement and for a period of two years following the culmination, completion or termination of this Agreement, that Recipient shall not directly or indirectly engage in any business that would be considered similar in nature to the business engaged in by STAFF IT ALL LLC, its subsidiaries, and any current or former clients and/or customers within a 100 mile radius of ATLANTA, Georgia.

2. NON-SOLICITATION

Recipient understands and agrees that any attempt on the part of Recipient to induce Company's employees to leave Company's workforce, or any effort by Recipient to interfere with Company's relationship with its employees would be harmful and damaging to Company. Recipient agrees that during the duration of this Agreement, and for a period of two years following the culmination, completion or termination of this Agreement, Recipient will not in any way, directly or indirectly:

- (i) Induce or attempt to induce any employee of Company to quit employment with Company;
- (ii) Otherwise interfere with or disrupt Company's relationship with its employees;
- (iii) Discuss employment opportunities or provide information about competitive employment to any of Company's employees; or
- (iv) Solicit, entice, or hire away any employee of Company for the purpose of an employment opportunity that is in competition with Company.

3. CONFIDENTIAL INFORMATION

By definition herein, "Confidential Information" shall mean any and all technical and non-technical information provided by STAFF IT ALL LLC, including but not limited to, any data, files, reports, accounts, or any proprietary information in any way related to products, services, processes, database, plans, methods, research, development, programs, software, authorship, customer lists, vendor lists, suppliers, marketing or advertising plans, methods, reports, analysis, financial or statistical information, and any other material related or pertaining to any business of STAFF IT ALL LLC, its subsidiaries, respective clients, consultants or vendors that may be disclosed to the Recipient herein contained within the terms of this Agreement.

The Recipient shall not in any manner or form, at any time disclose, reveal, unveil, divulge or release, either directly or indirectly, any aforementioned proprietary or confidential information for personal use or for the benefit of any third party and shall at all times endeavor to protect all Confidential Information belonging to the Company.

4. INJUNCTIVE RELIEF

The Recipient herein acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement, (ii) that the Company shall suffer irreparable harm if the Recipient should breach any of said protections or provisions, and (iii) that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the Recipient cause a breach of any of the provisions contained within this Agreement, the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce said provisions.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Company and Recipient, replacing all other written and/or previous agreements.

6. AMENDMENTS

This Agreement may be amended only by an instrument in writing that is signed by both Parties. Amendments to this Agreement will be effective as of the date stipulated therein.

7. SEVERABILITY

Company and Recipient acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

8. WAIVER

If either Party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

9. GOVERNING LAW

This Agreement is to be construed pursuant to the current laws of the State of Georgia. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Georgia, in the County of FULTON.

10. INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

11. COUNTERPARTS

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

12. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, this Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns.

13. EFFECT OF TITLE AND HEADINGS

The title of this Agreement and the headings of its sections are included for convenience and shall not affect the meaning of the Agreement or the section.

14. ATTORNEYS FEES

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below.

STAFF IT ALL LLC

**PO Box 10503
Atlanta, Georgia 30310**

**STAFF IT ALL MEMBERS, SERVICE PROVIDERS &
VENDORS**

ATLANTA, Georgia 30310

(Signature)
AARON T SHORT SR
OWNER

(Signature)

(Date Executed)

(Date Executed)