



OUTLINE OF TERMS AND GENERAL CONDITIONS

This document serves as an outline of the terms and conditions under employment for CoDuple, LLC.

I, _____, (hereinafter referred to as "Employee") hereby agree to the following terms and conditions for the duration of Fall 2008. This contract will expire December 20th, 2008, and will require a new contract for further employment at CoDuple LLC (referred to as "Company").

Role At Company: Project Manager

Role Description: Overseeing the Company Projects, the Project Manager will coordinate with the Lead Marketing Director and Operations Specialist, as well as the Web Developers and Legal Consultants to see that the Company goals are met. The Project Manager will also organize relevant data to present to potential business partners and investors including, but not limited to: Marketing Strategy and Research, Business Operations and Methodology, Financial Research and Analysis, and any aspects of the Business Plan.

I, _____, (hereinafter referred to as "Employee") hereby agree to the following terms and conditions for the duration of Fall 2008. This contract will expire December 20th, 2008, and will require a new contract for further employment at CoDuple LLC (referred to as "Company").

Role At Company: Lead Marketing Director

Role Description: As Lead Marketing Director, the Employee is responsible for analyzing the target market for new ideas to add to the Company, establishing a marketing plan using data gathered from research, developing promotional methods to help improve the visibility of the Company, and improving the marketing already part of the company business plan.

I, _____, (hereinafter referred to as "Employee") hereby agree to the following terms and conditions for the duration of Fall 2008. This contract will expire December 20th, 2008, and will require a new contract for further employment at CoDuple LLC (referred to as "Company").

Role At Company: Operations Specialist \ Web Developer

Role Description: As Operations Specialist, the Employee is responsible for establishing an effective management system for the company internally, developing new ways to approach businesses for potential future partnerships, organizing the team's internal communications system and improve the business structure, and improving the company's departments in conducting their day-to-day and annual operations. In addition, the Employee will assist the Project Manager assist the Web Developers in creating and implementing the business website.

General Contract Guidelines:

- The employment contract can be voided and employment terminated at any time by the Employee with (10) days written notice to the Company. The Company can void the employment contract in extreme circumstances with majority votes from the remaining employees and written consent by Company's sponsor, Dr. John M. Spartz.
- In event that the Company is acquired by another entity, this agreement shall carry over in effect with the new entity.
- The Employee agrees to the Company's approach to projects with team collaboration. Every employee is responsible for keeping fellow employees in check, including the Project Manager. Each member is in charge of their section that suits their abilities, but is expected to work with others to accomplish the overall goals of the Company. Asking for assistance is encouraged, collaboration is required, and every employee must reach a consensus about the project updates before further progress is made.
- The Employee agrees to the following terms, preventing group problems with fellow employees at the Company, occurring on a weekly basis at Company meetings:
 - Establish positive group interactions and exchange of ideas.
 - Equal participation by every group member in the decision-making process.
 - Shared distribution of tasks and responsibilities to each member.
 - Group consensus on a clear task assignment and deliverables for each member.
 - Guaranteed group revision and agreement of deliverables from each member.
 - Thorough and concise agenda kept for every meeting.
 - Structured discussion allowed for each meeting objective with constant group interaction, planning and documentation.
 - Assigned tasks and responsibilities that meet the goals of the company and suit each of its member's abilities.
- The Employee agrees to the following terms, in the event that group problems need correction for the overall wellbeing of Company employees and the Company as a whole:
 - Establish a written notification of employee's complaint kept by the Project Manager.
 - Guaranteed allowance for each member to state their cause, for the complaints filed against them, to the Project Manager and Company to resolve the issue.
 - Access to meeting minutes and documentation as reference and proof for every member's contribution or lack thereof.
- In the case that the Project Manager is lacking in his or her responsibilities, the employees can choose to dissolve the role and divide the responsibilities among the group members equally. In doing this, a new contract must state the updated descriptions and in consensus, receive signatures from every employee of the Company.



EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by The Company, the undersigned employee hereby agrees and acknowledges:

That during the course of my employ there may be disclosed to me certain of Company's trade secrets consisting but not limited to: technical information including methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects, and business information including customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

I agree that I shall not during, or at any time after the termination of my employment with the Company, disclose or divulge to others including future employers, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.

That upon the termination of my employment from the Company: I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ.

I further agree that I shall not retain copies, notes or abstracts of the foregoing.

The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief, and any other legal remedies available for any breach.

This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

AGREED AND ACCEPTED BY:

Date: _____

Initials: _____



EMPLOYEE NON-COMPETE AGREEMENT

For good consideration and as an inducement for the Company to employ the Employee, the undersigned Employee hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of employment and for a period of the Company following termination of employment and notwithstanding the cause or reason for termination.

The term "not compete" as used herein shall mean that the Employee shall not own, manage, operate, consult or be employed in a business substantially similar to or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

The Employee acknowledges that the Company shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This non-compete agreement shall extend only for a radius of (25) miles from the present location of the Company and shall be in full force and effect for (6) months, commencing with the date of employment termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

AGREED AND ACCEPTED BY:

Date: _____ Initials: _____

By Signing below, you agree to all the terms and conditions in this document.

Employee

Signature: _____
Printed: _____
Title: _____
Date: _____

Employee

Signature: _____
Printed: _____
Title: _____
Date: _____

Witness

Signature: _____
Printed: _____
Title: _____
Date: _____

Employee

Signature: _____
Printed: _____
Title: _____
Date: _____