



PIZZA PRO, INC. EMPLOYMENT AGREEMENT

AGREEMENT made this _____ day of _____ 20____, by and between Pizza Pro, Inc. (hereinafter referred to as "employer"), and _____, (hereinafter referred to as "Employee").

WITNESSETH:

Employer owns Pizza Pro stores throughout the State of Arkansas, as well as owning and operating several such stores, to sell the products and services authorized and approved by Employer. Employer has developed a method of preparing pizza and stores which specialize in the sale of pizza, feature carry-out and delivery services and operate with a uniform business format, specially designed equipment, methods, procedures and designs, known as Pizza Pro stores. All such information is confidential and a trade secret of Employer.

As an employee, certain confidential information pertaining to the production and marketing of Pizza Pro products will become available to you. You acknowledge that this confidential information, if revealed by you or used in competition with any of Employer's Pizza Pro stores that are in existence at the time of Employee's termination, will cause irreparable harm of an immeasurable quantity to Employer success and goodwill with the general public. For these reasons and in consideration of other covenants and conditions herein contained, this Agreement for Employment is entered into.

AGREEMENT

Employee states he/she had read the contents of this agreement, understands its terms, and agrees that in consideration for his/her employment, or continuing employment, and training with Employer that he/she will be bound by the terms and restrictions of this Agreement. Employer has not forced, threatened, or by any means intimidated Employee to sign this Agreement and Employee has been advised by Employer to contact an attorney of his/her choice in reviewing this Agreement prior to his/her signing.

Employee acknowledges that he/she has been or will be exposed to, or may develop, highly confidential information and trade secrets about, but not limited to, production methods, financing agreements, operating manuals, training materials, financial planning (including, but not limited to, methods of bookkeeping and accounting, dailies, weeklies, and invoice sheets), sales and marketing methods and strategies, store layouts, methods of increasing the efficiency of a store's operation, methods and strategies for negotiating commercial leases, recipes, food preparation, and employer-employee relations and that the maintenance of the confidentiality of such information and trade secrets is extremely important. Except as permitted by Employer, Employee agrees that he/she shall not disclose any confidential information or trade secret for any reason and that he shall return all books, papers, or other materials concerning such information to Employer upon his/her departure from Employer for whatever reason.

Employee also agrees that for a period of two (2) years from the date of termination of his/her employment with Employer for whatever reason, with or without cause, that he/she shall not in any way directly or indirectly, either as an owner, co-owner, lender, consultant, advisor, agent, independent contractor, employee, or in any other capacity, alone or in association with other persons or entities, own, operate, control, assist, finance, service, engage, participate in or be employed by any business or other endeavor that is in any way in competition with Employer, Employer's Pizza Pro stores and those stores franchised by Employer. The business of Employer includes, but is not limited to, and is subject to change without notice: the management and operation of a carry-out and/or delivery pizza store; the preparation and sale of pizzas; the marketing of home delivery and/or quick service pizzas; telephone ordering methods used by a Pizza Pro store; production, cooking and/or delivery methods; training and franchising methods; and ingredient lists and preparation methods.

Employee agrees, notwithstanding any other provisions to the contrary, that the geographic scope of this restriction on competition is limited to such person and/or entities engaging in competition with any Pizza Pro store, wherever found throughout the United States, within ten (10) miles of any such store that is in existence at the time of Employee's termination.

Employee recognizes the restrictions contained herein are reasonable and necessary for the protection of Employer's valuable trade secrets and legitimate business interests. Employee acknowledges that any breach or violation of the covenant's contained herein will cause substantial damages and irreparable harm to Employer's business and goodwill, for which there is not an adequate remedy at law alone, and that in the event of any such breach or violation, actual or threatened, Employer, may apply ex parte to any court of competent jurisdiction to enjoin any such breach or violation, and that upon such application, Employer shall be entitled to the entry of any immediate restraining order and/or injunction without further proof that such breach or violation causes irreparable harm to Employer, such harm hereby being conclusively admitted by Employee. Additionally, Employee specifically agrees that, in addition to such injunctive relief, and not in lieu of it, Employer may also bring suit for actual damages if such be incurred by Employer as a result of a breach of your obligations under this Agreement.

Employee hereby represents to Employer that his/her education, experience and/or abilities are such that he/she can obtain employment in a non-competing business engaged in other lines of business from that carried on by Employer and that enforcement of a remedy by way of prohibitory injunction against him/her in accordance with the terms of this letter Agreement will not prevent him/her from earning a livelihood and will not cause an undue hardship upon him/her.

Employee's duties and obligations under this Agreement shall be in effect for the period of Employee's employment and shall continue for two (2) years following the date of termination of such employment.

This agreement shall inure to the benefit of and be binding upon the heirs, executors, representatives, administrators, successors and assigns of the undersigned; and Employer as used herein, shall include their present and future parent company, affiliated companies, subsidiaries, and its predecessors, successors and assigns, if any.

The terms and conditions of this Agreement are severable. Should any Court of competent jurisdiction rule that any part of this Agreement is unenforceable, such shall not affect the enforceability of the rest of the Agreement. Any term of this Agreement regarding duration, geographic scope, type of work or other restriction is deemed amended and modified to the extent necessary to render such term valid, legal, reasonable and enforceable.

If any action in law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the party may be entitled.

This Agreement is executed and delivered withing the State of _____
an Employee agrees that it shall be construed, interpreted and applied in accordance with the laws of that State, The Court and authorities of the State of _____ and the Federal District Court for the District of _____ shall have sole jurisdiction and venue over all controversies which may arise with respect to the execution, interpretation and compliance with this Agreement, and Employee hereby waives any other jurisdiction and venue to which Employee may be entitled by virtue of domicile or otherwise. Further, should Employee initiate or bring a suit or action in any state other than the State of _____, Employee admits and agrees that upon application by the Company said suit shall be dismissed without prejudice and filed in a court in the State of _____.

IN WITNESS WHEREOF, the parties hereto set hands and affixed their seals on the date and year first written above.

PIZZA PRO, INC. ("Employer")

EMPLOYEE

By: _____
Address: _____

By: _____
Address: _____

WITNESS

By: _____
Address: _____