

INDEPENDENT CONTRACTOR NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT ("Agreement") is made as of January 27, 2006, by and between Gregory E. Lamb, President, LAMB DESIGNS, hereafter referred to as "Company" and Matthew X. Barton, hereafter referred to as "Contractor".

Company is: A Sole Proprietorship
Company's Address: 1200 Red Oak Drive, Sanford, NC 27330

Contractor is: An Independent Contractor contracted by Company to perform graphic design, web design, copy writing and other related services on an as-needed, freelance basis.

Contractor's Address: XXXX, Raleigh, NC 27604

Contractor desires to give, and Company desires to receive from Contractor, a covenant not to engage, either directly or indirectly, in competition with, or to solicit any customer, client, or account of, Company.

Company and Contractor desire to set forth in writing the terms and conditions of their agreements and understandings.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Covenants Against Competition.

Contractor acknowledges that the services to be rendered to Company have a significant and material value to Company, the loss of which cannot adequately be compensated by damages alone. In view of the significant and material value to Company of the services of Contractor for which Company has contracted Contractor; and the confidential information obtained by or disclosed to Contractor as an independent Contractor of Company; and as a material inducement to Company to contract Contractor and to pay to Contractor compensation for such services to be rendered for Company by Contractor, Contractor covenants and agrees as follows:

A. During Contractor's involvement with Company and for a period of 2 years after Contractor ceases to work for Company, Contractor shall not directly or indirectly, either for Contractor's own account or as a partner, shareholder (other than shares regularly traded in a recognized market), officer, employee, agent or otherwise, solicit business from current, past, or future clients of Company. By way of example, and not as a limitation, the foregoing shall preclude Contractor from soliciting business or sales from, or attempting to convert to other sellers or providers of the same or similar products or services as provided by Company, any customer, client or account of Company with which Contractor has had any contact during the term of employment. Contractor agrees to have clear communication with company and to notify Company of prospective businesses Contractor plans to pursue or which may solicit Contractor directly to ensure that the business is not a current client of Company or a business Company is aggressively pursuing.

B. During the term of working with and for Company, and for a period of 2 years thereafter, Contractor shall not, directly or indirectly, solicit for employment or employ any employee of Company.

C. During commencement of work, and thereafter [Confidentiality Period], Contractor shall not disclose to anyone any Confidential Information. For the purposes of this Agreement, "Confidential Information" shall include any of Company's or Company's Clients' confidential, proprietary or trade secret information that is disclosed to Contractor or Contractor otherwise learns in the course of working for Company such as, but not limited to, business plans, customer lists, financial statements, software diagrams, flow charts and product plans. Confidential Information shall not include any information which; (i) is or becomes publicly available through no act of Contractor, (ii) is rightfully received by Contractor from a third party without restrictions; or (iii) is independently developed by Contractor.

2. At Will.

Contractor acknowledges that Contractor's work status is "at will", subject to applicable law, and that either Company or Contractor may terminate work status or contract at any time, with or without notice, for any reason or no reason whatsoever. Nothing in this Agreement shall constitute a promise of work status for any particular duration or rate of pay.

3. Accounting for Profits.

Contractor covenants and agrees that, if Contractor shall violate any covenants or agreements in Section 1 hereof, Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which Contractor directly or indirectly has realized and/or may realize as a result of, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which Company is or may be entitled at law or in equity or under this Agreement.

4. Reasonableness of Restrictions.

A. Contractor has carefully read and considered the provisions of Section 1 hereof and, having done so, agrees that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Company, its officers, directors, shareholders and other employees.

4B. In the event that, notwithstanding the foregoing, any part of the covenants set forth in Section 1 hereof shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of Section 1 relating to time period and/or areas of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period or areas such court deems reasonable and enforceable, the agreed upon time period and/or areas of restriction shall be deemed to become and thereafter be the maximum time period and/or areas which such court deems reasonable and enforceable.

5. Burden and Benefit.

This Agreement shall be binding upon, and shall inure to the benefit of, Company and Contractor, and their respective heirs, personal and legal representatives, successors and assigns.

6. Governing Law.

Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of North Carolina

7. Severability.

The provisions of this Agreement (including particularly, but not limited to, the provisions of Section 1 hereof) shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

8. Entire Agreement.

This Agreement contains the entire agreement and understanding by and between Company and Contractor with respect to the covenant against competition herein referred to, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

9. No Waiver.

No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

10. Headings.

The headings used herein are for the convenience of the parties only and shall not be used to define, enlarge or limit any term of this Agreement.

IN WITNESS WHEREOF, Contractor has executed this Agreement under seal as of the day and year first above written.

_____	_____
Matthew X. Barton	Date
Contractor	

_____	_____
Notary Public	Date