

Confidentiality, Non-Solicit and Non-Compete Agreement

This Confidentiality, Non-Solicit and Non-Compete Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") between SEW HAPPY SEWING, INC., a New York corporation doing business as Sew Happy ("Company"), and _____ ("Employee"). In consideration of Employee's continued at-will employment by the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employee agrees as follows:

1. Confidentiality. Company now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets and confidential information, which have great value in its business (collectively, "Confidential Information"). Employee acknowledges that by the very nature of Employee's employment by the Company, Employee may become aware of, or come into possession of, Confidential Information. Employee agrees that all such Confidential Information shall be used by Employee only to perform Employee's job duties under this Agreement, and for no other purpose.

2. Non-Solicitation. Commencing on the Effective Date and continuing for a period of one (1) year following the termination of this Agreement, unless Company consents in advance in writing, Employee shall not, directly or indirectly through another entity, induce or attempt to induce any customer, licensee, licensor or other business relation of Company to cease doing business with Company, or in any way interfere with the relationship between any such customer, licensee, licensor or other business relation and the Company.

3. Non-Compete. Commencing on the Effective Date and continuing for a period of one (1) year following the termination of this Agreement, unless Company consents in advance in writing, Employee shall not engage, directly or indirectly, for Employee's own accord or as an agent, employee, officer, director, trustee, consultant or member, partner, shareholder or other equity holder of any corporation, firm, company, partnership or other entity, in any business located within twenty miles of the primary residence of the Employee, whose primary business or the primary focus of a business unit of the business is to teach sewing skills to children and teens.

4. Ability to Enter into Agreement; Non-Exclusive Services; Limitations on Authority. Employee represents that Employee is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Employee and a third party. Further, Employee represents that Employee is not currently engaged by any competitor of Company in any after school program or camp activity. Employee may, during the term of this Agreement, render teaching services to private individuals on Employee's own account, so long as Employee does not render services for Company competitors or otherwise breach this Agreement, including Sections 1, 2 and 3 of this Agreement. Employee shall have no right, power or authority to bind Company, its shareholders, directors, officers or affiliates to the fulfillment of any condition, contract or obligation, or to create any liability binding on Company, its shareholders, directors, officers or affiliates.

5. Conflict with Company's Interests. Employee further agrees that due to the nature of Company's business, any conduct in which Employee engages that is in contravention of the terms of Sections 1, 2, 3 and 4 would actually be in direct conflict with the essential enterprise-related interests of Company.

Employee further agrees that any breach of the terms of Sections 1, 2, 3 and 4 of this Agreement by Employee would actually constitute and result in material and substantial disruption of Company's operation.

6. Return of Company Property. Upon termination of employment or this Agreement, or upon any earlier written request from Company, Employee will promptly return to Company any and all Confidential Information, without Employee retaining any copies of any such Confidential Information. Employee will also erase or destroy any such Confidential Information stored in computer memory or any other data storage media or apparatus. In addition, Employee will promptly return to Company any and all supplies, equipment and materials provided by Company to Employee for the completion of any services provided by Employee to Company while employed.

7. Acknowledgement of at-will employment. Employee understands and acknowledges that nothing in this Agreement shall change the at-will nature of Employee's employment and nothing shall interfere in any way with Employee's or Company's right to terminate Employee's employment for any reason or no reason, with or without cause.

8. Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or its breach shall be settled by arbitration in the County of Westchester, New York in accordance with the then governing rules of the American Arbitration Association. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

9. Assignment. This Agreement and the rights and obligations thereunder are personal with respect to Employee and may not be assigned by any act of Employee or by operation of law. Employee has no right to assign any of its rights, or to delegate any of its duties, created by this Agreement. Company shall, however, have the absolute, unfettered right to assign this Agreement to a successor in interest to Company or to the purchaser of any of the assets of Company.

10. Amendment; Waiver; Entire Agreement. No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, modification, waiver or discharge is agreed to in writing signed by Employee and Company. No waiver by either party at any time of any breach by the other party of or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements, understandings or representations, oral or otherwise, express or implied, have been made by either party which are not set forth expressly in this Agreement. Any and all prior agreements, understandings and representations, including any independent contractor agreement(s) that may have been previously entered into by the parties, are hereby terminated and canceled in their entirety and of no further force and effect.

11. Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles.

12. Notice. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail, to the address of the party specified below or such other address as either party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given or (ii) on the third (3rd) day following mailing, whichever occurs first. The parties' addresses as of the date of this Agreement are:

Company:

33 Orchard Drive, Rye, NY 10580

Email: kim@sewhappyusa.net

Employee:

Email: _____

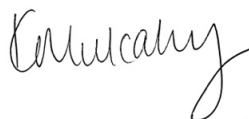
13. Section Headings; Interpretation; and Gender. The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They are not intended to, and do not define, limit, or extend the scope or intent of the provision to which they pertain. References herein to "this Agreement" and the words "herein," "hereof" and words of similar import refer to this Agreement. The pronouns it, its and itself shall refer herein to he, she, his, her, himself and herself where appropriate.

14. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and will continue to be valid and enforceable to the fullest extent permitted by law.

15. Executed Counterparts. This Agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one agreement. The parties hereto agree that facsimile signatures shall be as effective as if originals.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first written above.

SEW HAPPY SEWING, INC.



Employee Name:

By: _____
Name: Kim Mulcahy
Title: President