***NONCOMPETE AGREEMENT***

This Non-Compete Agreement (this "Agreement") is made effective as of March 11, 2014 by and between My Morning Coffee.TV LLC, and Non-Competing Party: “Marketing Partner”.

In this Agreement, the party who is requesting the non-competition from the other party shall be referred to as "My Morning Coffee", and the party who is agreeing not to compete shall be referred to as "Marketing Partner".

To become a marketing partner on behalf of Partners In America

1. **NONCOMPETE COVENANT.**For a period of six months after the effective date of this Acceptance, “Marketing Partner” will not directly or indirectly engage in any business that competes with My Morning Coffee. This covenant shall apply to the geographical area that includes the area within a(n) \_\_\_\_\_200 \_\_\_\_\_\_\_\_\_\_\_\_ mile radius of “Marketing Partners” Domain.
2. **NON-SOLICITATION COVENANT.**For a period of six months after the effective date of this Acceptance, “Marketing Partner” will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of My Morning Coffee. Further, for a period of one year after the effective date of this Acceptance, “Marketing Partner” will not directly or indirectly solicit, induce or attempt to induce any employee of My Morning Coffee to terminate his or her employment with My Morning Coffee.
3. **CONFIDENTIALITY.** “Marketing Partner” will not at any time or in any manner, either directly or indirectly, use for the personal benefit of “Marketing Partner”, or divulge, disclose, or communicate in any manner any information that is proprietary to My Morning Coffee. “Marketing Partner” will protect such information and treat it as strictly confidential. The obligation of “Marketing Partner” not to disclose confidential information shall continue for a period of six months after the effective date of this Agreement.
4. **ENTIRE AGREEMENT.**This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
5. **SEVERABILITY.**The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
6. **INJUNCTION.**It is agreed that if “Marketing Partner” violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate My Morning Coffee. Therefore, My Morning Coffee will be entitled to seek injunctive relief (i.e., a court order that requires “Marketing Partner” to comply with this Agreement) to enforce the terms of this Agreement. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
7. **APPLICABLE LAW.**This Agreement shall be governed by the laws of the State of Tennessee.
8. **SIGNATORIES.** This Agreement shall be witnessed by William Camelot, Owner on behalf of My Morning Coffee.TV LLC and by “Marketing Partner” on behalf of Non-Competing Party. This Agreement is effective as of the date first submitted.
9. The attached form will serve as recognition that "Marketing Partner" has agreed with the "Terms & Conditions" as set forth in the Non-Compete document...