

ADVISORY AGREEMENT

THIS ADVISORY AGREEMENT, dated as of _____, 2009 (this "Agreement"), is entered into by and between _____ (the "Company") and _____ ("Advisor").

RECITALS

Company is forming an advisory board (the "Advisory Board") comprised of experienced individuals to provide guidance for Company through its development and growth phases.

Company desires to appoint Advisor to the Advisory Board subject to the terms and conditions of this Agreement.

Advisor desires to accept a position on the Advisory Board subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be mutually bound hereby, do hereby agree as follows:

1. Term. Company agrees to retain Advisor and Advisor agrees to serve on the Advisory Board subject to the terms and conditions of this Agreement for a period commencing on the date hereof and ending one year from the date hereof, subject to earlier termination as provided in Section 5 hereof. This period is referred to as the "Advisory Period".

2. Services. During the Advisory Period, Advisor will use his or her best efforts to: (a) attend quarterly meetings of the Advisory Board, (b) answer e-mails and participate in conference calls from time to time with respect to subject matter that is within Advisor's area of expertise, and (c) upon written notice and authorization from Company, answer questions within Advisor's area of expertise from members of the press but only if, in Advisor's judgment, such communications would not violate any applicable laws (including securities' laws) or applicable confidentiality agreements, including, without limitation, the Proprietary Information and Inventions Agreement in the form attached hereto as Exhibit A (collectively, the "Services"). Advisor acknowledges and agrees that Company may include the name of Advisor (and a reference to Advisor's service as a member of the Advisory Board) in statements, advertisements, information, press releases or other publicity referring to or about Corporation.

3. Advisory Board Meetings. (a) Company anticipates that Company will hold one Advisory Board meeting each calendar quarter beginning with the fourth quarter of the year 2009.

(b) Company will use its best efforts to provide reasonable notice of the time, place and purpose of every Advisory Board meeting to Advisor. Notwithstanding the terms and conditions of Section 8, such notice of a Advisory Board meeting may be provided by any convenient means, including, without limitation, email.

(c) The parties acknowledge and agree that the Advisory Board is merely an advisory body that is independent of Company. Company is not obligated to accept any recommendations of the Advisory Board or Advisor and neither the Advisory Board nor Advisor has any fiduciary or other responsibilities to Company, its shareholders or any other person.

4. Compensation. As compensation for his Services hereunder, Company shall pay to Advisor the following:

(a) Advisor shall be entitled to receive prompt reimbursement upon submission of an expense claim for all reasonable and customary expenses incurred by Advisor in performing the Services hereunder, including, without limitation, those reasonable expenses incurred to attend the quarterly Advisory Board meetings.

(b) Advisor will receive as total compensation for all services pursuant to this Agreement, \$____ per hour, billed monthly by Advisor. Company agrees to pay Advisor within thirty (30) days after receipt of Advisor's complete, correct and auditworthy invoice

5. Termination. This Agreement may be terminated by either Company or Advisor with or without cause at any time upon written notice to the other.

6. Nonexclusivity. Nothing herein shall be construed as limiting Advisor's ability to contract to perform any services for any other person at any time during or after the Advisory Period; provided, however, that any such services for any other person shall at all times comply with the terms and conditions of the Proprietary Information and Inventions Agreement in the form attached hereto as Exhibit A.

7. Liability and Indemnification. Advisor shall not be liable, responsible or accountable, in damages or otherwise, to any other member of the Advisory Board or to Company or to any other person by reason of Advisor serving on the Advisory Board or for any act performed by Advisor (including the Services) with respect to the Advisory Board or Company, except for gross negligence or willful misconduct; provided, however, that nothing in this Section 7 shall preclude the Company from seeking damages or other remedies in the event that Advisor fails to comply with the terms and conditions of the Proprietary Information and Inventions Agreement in the form attached hereto as Exhibit A. Company shall indemnify and hold harmless Advisor and his permitted assigns, executors, representatives and estate from and against any and all Damages (as defined below) caused by or resulting from: (a) any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that Advisor is or was serving on the Advisory Board or (b) any act performed by Advisor (including the Services) with respect to the Advisory Board or Company, except for gross negligence or willful misconduct. "Damages" as used herein shall refer to actual losses, damages, liabilities, judgments, settlements, awards or offsets and reasonable out-of-pocket costs, expenses and attorneys' fees and penalties, if any.

8. Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and shall be sufficiently given if delivered by hand or if sent by any telecommunications facility, including telecopier, or by prepaid registered mail with a return receipt requested:

if to Company, to:

and if to Advisor, to: _____

Telecopier Number:

or to such other address as shall be furnished in writing by Company or Advisor, as the case may be, to the other party hereto, and any such notice or communication shall be deemed to have been given as of the date so hand delivered, transmitted or mailed (except that a notice of change of address shall not be deemed to have been given until received by the addressee).

9. Assignment. Without the prior written consent of Advisor, this Agreement cannot be assigned by Company except that it shall be binding automatically on any successors and assigns of all or substantially all of the business and/or assets of Company (whether direct or indirect, by purchase, merger, consolidation or otherwise). In addition, without the prior written consent of Company, this Agreement cannot be assigned by Advisor. This Agreement and all rights of Advisor hereunder shall inure to the benefit of and be enforceable by Advisor's personal or legal representatives.

10. Independent Contractor. Advisor is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Nothing herein shall be construed as creating any fiduciary duty or other responsibility of Advisor to Company, any of its shareholders or any other person.

11. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of North Carolina without regard to the conflicts of laws principles thereof.

12. Entire Agreement; Amendments; Counterparts. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral. No provisions of this Agreement may be amended unless such amendment is in a writing signed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed (in the case of Company by its duly authorized representatives) effective as of the date set forth above.

By:_____

Name:_____

Title:_____

Advisor Name: _____

EXHIBIT A

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT