

EMPLOYMENT AND NON-COMPETITION AGREEMENT
(Agreement)

1. I, _____, understand and agree that I have been offered an at-will position of responsibility to instruct courses in firearms training at a location owned or secured by Front Sight Management Incorporated d/b/a Front Sight Firearms Training Institute (hereinafter "Front Sight") and to teach said courses in firearms training to students who have specifically sought out Front Sight as a training school or facility, who desire to be taught at Front Sight, rather than at any other firearms training location or school, and to students who desire to be taught those firearm courses developed and taught by Dr. Ignatius A. Piazza II, the Founder and President of Front Sight.
2. I understand that all documentation and materials provided to me are the sole property of Front Sight and that I have absolutely no ownership or other rights in said documentation and materials.

I further understand that upon the termination of my at-will employment with Front Sight, I will be required, either with or without demand to do so, to return all documentation and materials provided to me during my tenure as a Front Sight employee and I shall be absolutely prohibited from retaining any part or portion of said documentation or materials, in any form or format, or any copy or other reproduction of any part or portion of said documentation or materials.

Unless I am expressly told to do so by one in authority over me, I further understand that if I provide to any other person, entity, organization and so forth, either directly or indirectly, verbally or in writing, or otherwise, any part or portion of said documentation or materials, in any form or format, or any information contained in said documentation or materials, I shall be in material breach of this Agreement and subject to immediate termination of my employment without the possibility of re-hire, as well as possible civil liability.

3. I understand that compensation for the services which I shall provide to Front Sight as part of my at-will employment is outlined in the Instructor Development Packet (hereinafter "Packet") under the heading of "Payment for Services." I acknowledge specifically that I have read and understood this section of the Packet, as well as all other sections of the Packet, and understand the amounts that I will be paid for services rendered. I also specifically acknowledge that I understand the policies and procedures under which I am providing instructional services to Front Sight.

I fully and completely understand that I am an at-will employee of Front Sight and that I am employed for no specific period of time. I also understand that I can be terminated at any time from my employment with Front Sight, for any reason. I also understand that Front Sight can terminate my employment at any time without stating a reason for said termination. I also fully understand that no oral agreements, documents, agreements or otherwise, including this specific Agreement, unless it be a document signed by both myself and Dr. Ignatius A. Piazza II, shall have any force or effect as to whether I am anything other than an at-will employee of Front Sight and said rogue documents shall be considered as void and totally invalid in all respects and as to all times and occurrences. In as much as I am an at-will employee, I understand that I am also free to terminate my employment with Front Sight at any time.

4. I also fully and completely understand that Front Sight's curriculum, its well-qualified and trained instructors and its students are Front Sight's greatest assets. Without them, Front Sight would not exist as the world-class training facility that it is. I understand that substantial amounts of time and money have been expended, and will continue to be expended, in developing, strengthening and growing these assets. Therefore, in consideration of my employment and continued employment, as well as other good and valuable consideration, the sufficiency and receipt of which is hereby specifically acknowledged and approved, I understand and agree that during my term of employment with Front Sight, as well as for a period of **twelve (12) months after the date of termination** of my at-will employment with Front Sight, commencing as of the date of my termination of employment, no matter how said termination is effectuated, I will not directly or indirectly associate, or attempt to associate, with any person, entity, agency, organization or otherwise with the intent to:
- A. Solicit, induce, coerce, recruit, cajole, encourage, and so forth, any Front Sight staff member or members to voluntarily terminate their relationship with Front Sight or to leave or divorce themselves from the Front Sight organization or any part or division of Front Sight or any business or corporation affiliated in any way, shape or form with Front Sight; or,
 - B. Solicit, sell to, divert, service, accept, receive, act as an apparent or actual agent for, assign, act as a third party for, and so forth, whether for a fee, barter, exchange, without charge, and so forth, any business or work or task or any other association, which is competitive in any manner, way, shape or form with any aspect of Front Sight's business, or the business of any Front Sight related company or business organization, however organized and/or set up, and no matter where said company or other business organization resides or is domiciled or organized or where it does business, as it pertains or may pertain, without limitation, either currently or any time in the future, with any actual or prospective Front Sight student; or,
 - C. Engage in any business, enterprise, partnership, association and so forth, no matter how described or designated, whether for profit or not, either directly or indirectly, as a consultant or expert, employee or otherwise, which competes in any way with Front Sight, or any other related Front Sight business entity, anywhere in the State of California, the State of Nevada or the State of Alaska.

I specifically understand and agree that violation of the non-competition provisions of this Agreement will result in damages to Front Sight which are not susceptible to ready and/or easy determination. Therefore, for each day, or portion thereof, that I am in violation of the non-competition provisions of this Agreement, in the sole discretion of Front Sight, I specifically agree to pay to Front Sight the sum of One Thousand Dollars (\$1,000.00) in lawful money of the United States of America. I understand and agree that this figure is not a penalty nor is it to be construed as being a penalty, but it is a fair, reasonable and mutual determination between the parties to this Agreement as to the damages incurred by Front Sight due to my violation of said non-competition provisions set forth herein.

I fully understand that this non-competition clause, if it should become applicable to me or my situation, may adversely affect my ability to work in a field of work and geographical location of my choice for a period of twelve (12) months after my employment with Front Sight comes to an end.

Nonetheless, I specifically, intentionally and without reservation choose to be bound by this provision and to become employed by Front Sight subject to this provision. I also understand that by this election I waive any and all rights that I may have or had to protest these provisions and my election to be bound by them, including any rights to protest based on grounds pertaining to any aspect of consideration for this provision.

5. I understand and agree that my at-will position of employment with Front Sight will put me in close proximity to other persons including, without limitation, other staff members of Front Sight, students, visitors, investors, the press, and so forth. Any fraternization between a Front Sight staff member and another staff member or a Front Sight student is expressly prohibited. I understand that such relationships often degrade the working relationship between employees, lead to problems based on one part of the relationship having undue influence, power, authority and so forth over the other part of the relationship and, if the relationship should break-up, can lead to intolerable working conditions, possible criminal conduct and/or civil liability, and so forth.

If it should be determined that a Front Sight employee is engaged in a personal relationship with a Front Sight student, the employee will be terminated immediately for violation of this Agreement.

If it should be determined that a Front Sight employee is engaged in a personal relationship with another Front Sight employee, one of the offending employees will be asked to immediately resign. If the employee shall refuse to resign, the employee will be terminated, without the possibility of later re-hire. Front Sight reserves at all times to ask both employees to resign or to terminate both offending employees for violation of this Agreement.

Any incident of unlawful, immoral or improper behavior, as determined solely by Front Sight, between Front Sight employees, or a Front Sight employee and a Front Sight student, whether consensual or not, or any action, inaction, or otherwise of any Front Sight employee, acting alone or in concert with others, which shall, in Front Sight's own determination, cast Front Sight, its officers, directors, employees and so forth in an unflattering light or which otherwise reflects poorly upon Front Sight and/or its employees, shall be grounds for immediate termination of employment. If illegal behavior occurs involving a Front Sight employee, whether on or off Front Sight property, Front Sight will cooperate fully with law enforcement officials and the Courts in bringing the offender(s) to justice.

6. I specifically state and agree that all of my questions regarding this Agreement have been answered to my full satisfaction, all of my concerns, if any, have been addressed to my full satisfaction, and that I have entered into this Agreement intentionally and voluntarily and with full understanding as to the provisions of this Agreement and its affects upon me, both currently and in the future.

I solemnly swear or attest that I am of legal age to enter into this Agreement, that I have a level of education sufficient to read and understand this Agreement, and that I am of sound mind sufficient to comprehend the provisions of this Agreement and its affects upon me.

I further swear or attest that I am under no legal disability, that I have the legal right to own, possess, handle, shoot, and carry a firearm, that I am not currently under indictment or being investigated in regards to the commission of any felony, or a misdemeanor involving a crime of moral turpitude or a misdemeanor which may disqualify me from owning, carrying, possessing, handling or shooting a firearm, and that I have truthfully stated my name, date of birth and social security number to Front Sight.

DATED this _____ day of _____, 20____

Signature

Print Your Name Here

Address

Phone Number, including Area Code

Date of Birth

Social Security Number