

CONFIDENTIALITY, NON-COMPETITION, AND NON-SOLICITATION AGREEMENT

This Confidentiality, Non-Competition and Non-Solicitation Agreement (the "Agreement") is between Anthony Travel, Inc. (the "Company") and the employee who signs below (the "Employee").

RECITALS

WHEREAS, the Company is engaged in the highly competitive business of providing university, university athletic, sports organization, and sports travel management and has specialized in providing online and other travel management solutions and services (the "Services") to the unique needs of intercollegiate athletic programs, athletic event organizers, fan groups, tournament hosts, sports programs, sports officials, and sports teams across the United States (the "Business").

WHEREAS, the Employee works, or will work, for the Company and will assist the Company in providing the Services.

WHEREAS, the Company has expended significant efforts and resources developing confidential information that builds its goodwill with its clients and gives it a competitive advantage in its industry.

WHEREAS, the Company desires to provide the Employee with specialized training and confidential information related to the Services and the Business, and Employee desires to receive such training and confidential information, subject to the terms of this Agreement.

WHEREAS, the parties desire to enter into this Agreement to protect the Company's confidential information, goodwill, and client relations.

NOW, THEREFORE, in consideration of the mutual promises below and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms:

TERMS

1. At-Will Employment. The Employee understands and acknowledges that his/her employment with the Company is for an unspecified duration and constitutes at-will employment. The Employee further understands and acknowledges that his/her employment relationship with the Company may be terminated at any time, with or without cause, at the option of either party, with or without notice. Any representation contrary to the previous two sentences shall be invalid unless obtained in writing and signed by the Company's President or Senior Vice Presidents.

2. Definition of Confidential Information. As used in this Agreement, "Confidential Information" shall include without limitation all confidential or proprietary information of the Company whether created before or after execution of this Agreement, trade secrets (as defined by applicable law), and all information used in the Company's Services and Business that gives the Company a competitive advantage and is not generally known or readily ascertainable by independent investigation; technical information, including inventions, computer programs, computer processes, computer codes, software, website structure and content, databases, formulae, designs, compilations of information, data, proprietary production processes, and know-how related to the Company's operations; financial information, including pricing models, currency management strategy, margins, earnings, accounts payable, and accounts receivable; business information, including business plans, expansion plans, business proposals, pending projects, pending proposals, sales data, mergers, acquisitions, and leases; employee incentive information, including any bonus or commission plan terms; advertising information, including costs and strategies; client information, including client contacts, client lists, client identities, client preferences, client purchasing or service terms, and specially negotiated terms with clients; vendor information, including vendor lists, identities, contact information, capabilities, services, prices, costs, and specially negotiated terms with vendors; information about the Company's future plans, including marketing strategies, target markets, promotions, sales plans, projects and proposals, research

and development, and new materials research; inventory information, including quality-control procedures, inventory ordering practices, inventory lists, and inventory storage and shipping methods; information regarding the Company's personnel and employment policies and practices, including employee lists, contact information, performance information, qualifications, compensation data, benefits, and training programs; and information regarding the Company's contractors, including contractor lists, contact information, compensation, and agreements. Confidential Information shall also include all information contained in any manual or electronic document or file created by the Company and provided or made available to the Employee. Confidential Information shall not include any information in the public domain, through no disclosure or wrongful act of the Employee, to such an extent as to be readily available to competitors.

3. Acknowledgments and Promises Concerning Confidential Information.

(a) Acknowledgments. The Employee acknowledges and agrees that (i) the Company has expended, and continues to expend, significant efforts and resources to develop its Confidential Information; (ii) the Company's Confidential Information builds its goodwill with its clients and gives it a competitive advantage in its industry; and (iii) the Employee has no legal or contractual right to receive any Confidential Information outside of this Agreement.

(b) Promises of the Company. In exchange for the Employee's promises in this Agreement, the Company promises to provide him/her with access to previously undisclosed Confidential Information. The Company also promises to provide the Employee on continuous basis throughout his/her employment with access to new and additional Confidential Information that has not been previously disclosed as it is generated in the future.

(c) Promises of Employee. The Employee acknowledges that all Confidential Information is considered confidential and proprietary to the Company. In exchange for the Company's promises in this Agreement, the Employee promises at all times to hold in strictest confidence, and not to disclose or use, any Confidential Information (including any Confidential Information of the Company disclosed before or after execution of this Agreement) except for the Company's benefit or with the prior written consent of the Company's President or Senior Vice Presidents. The Employee further promises to promptly advise the Company if he/she learns of any unauthorized release or use of any Confidential Information, and further promises to take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining, being furnished with, disclosing, or using any Confidential Information.

(d) Use and Control of Other Proprietary Information and Items. All Confidential Information, and all files, records, documents, drawings, specifications, equipment, computer files, computer records, computer programs, and similar items relating to the Company's Business, whether they are prepared by the Employee or come into the Employee's possession in any other way and whether or not they contain or constitute trade secrets owned by the Company, are and shall remain the exclusive property of the Company and shall not be removed from the premises of the Company, or reproduced or distributed in any manner, under any circumstances whatsoever except as may be necessary to benefit the Company.

(e) Concerted Activity. Nothing in this Agreement is intended to interfere with the Employee's right to discuss the terms, conditions wages, and benefits of his/her employment, or engage in any other concerted activity protected by applicable law.

4. Return of Property; Use of Information Systems. Promptly upon request by the Company, and immediately upon any termination of the Employee's employment with the Company, the Employee shall return to the Company, and shall not take, keep, recreate, or deliver to anyone else, or allow any third party to take, keep, recreate, or deliver to anyone else, (a) any and all Confidential Information, and (b) all copies, photographs, reports, summaries, lists, and reproductions of any Confidential Information, and all devices and equipment storing Confidential Information, including, without limitation, computer diskettes, internal or external hard drives, flash or jump drives, compact discs, and DVDs. Notwithstanding the previous sentence,

if any Confidential Information is stored or otherwise kept in or on a computer hard drive or other storage device owned by or otherwise in the possession or control of the Employee (collectively, "Employee Storage Device"), the Employee covenants, following the return of all Confidential Information to the Company, to permanently and completely erase and destroy all electronic files and other repositories of Confidential Information stored or kept in or on any Employee Storage Device and to certify by written affidavit such erasure and destruction if requested by the Company. The Employee is not authorized to use the Company's information systems to copy, download, transfer, destroy, reproduce, or transmit (such as to a home computer, personal email address, any portable storage devices or equipment, or any Employee Storage Device) any Confidential Information.

5. Third-Party Information. The Employee recognizes that the Company has received and in the future will receive from third parties (including without limitation vendors, clients, and prospective clients) their confidential or proprietary information subject the Company's duty to maintain the confidentiality of such information and to use it only for certain limited purposes. The Employee shall hold all such confidential or proprietary information in the strictest confidence and not disclose it to any person, firm, or business entity or to use it except as necessary in carrying out the Employee's work for the Company consistent with the Company's agreement with such third party.

6. Commitment to Former Employers. The Employee represents and warrants that his/her execution of this Agreement, and his/her employment with the Company, do not violate any other contract or obligation between the Employee and any former employer or other third party. During his/her employment with the Company, the Employee shall not use or disclose to anyone within the Company any proprietary information or trade secrets of any former employer or other third party.

7. Conflicting Employment. During his/her employment with the Company, the Employee shall devote his/her full time and best efforts to the Company and its interests, shall act exclusively and solely for the Company's benefit in all undertakings concerning or relating to the Company, and shall not engage in any other employment, occupation, or consulting related to or competing with the Company's Business. Nor shall the Employee engage in any other activities that may conflict, or have the appearance of conflicting, with his/her duties, responsibilities, or authorities for the Company unless otherwise approved in writing by the Company's President or Senior Vice Presidents.

8. Inventions. All discoveries, inventions, improvements, trade secrets (as defined by applicable law), know-how, works of authorship, or other intellectual property conceived, created, written, developed, or first reduced to practice by the Employee before or after execution of this Agreement, alone or jointly, in the performance of the Employee's services for the Company ("Inventions") shall be the sole and exclusive property of the Company. The Employee acknowledges that all original works of authorship protectable by copyright that are produced by the Employee in the performance of services for the Company are "works made for hire" as defined in the United States Copyright Act (17 U.S.C. § 101). In addition, to the extent that any such works are not works made for hire under the United States Copyright Act, the Employee hereby assigns without further consideration all right, title, and interest in such works to the Company. The Employee shall promptly and fully disclose to the Company all Inventions, shall treat all Inventions as Confidential Information, and hereby assigns to the Company without further consideration all of the Employee's right, title, and interest in and to any and all Inventions, whether or not copyrightable or patentable. The Employee shall execute all papers, including applications, invention assignments, and copyright assignments, and shall otherwise assist the Company as reasonably required to memorialize, confirm, and perfect in the Company the rights, title, and other interests granted to the Company under this Agreement.

9. Non-Competition and Non-Solicitation Restrictive Covenants.

(a) Acknowledgements of Competitive Business. The Employee acknowledges that (i) the Company's Business is highly competitive; (ii) the Company's clients are located throughout the United States; (iii) the Company has invested significant efforts and resources in building and creating its Confidential Information, client relations, and goodwill, all of which give the Company a

competitive advantage; (iv) he/she is entitled under this Agreement to receive specialized training related to the Business and Services and access Confidential Information which could be used by the Company's competitors in a manner that would irreparably harm the Company's competitive position in the marketplace; (v) it is therefore reasonable for the Company to protect its Confidential Information, goodwill, and other legitimate business interests against unfair competition; (vi) he/she shall be responsible for, among other things, assisting the Company in providing its Services and using the Company's Confidential Information and building relationships with important Company clients and the continuation of such relationships and related goodwill shall be an invaluable asset of the Company necessary to the Company's competitive advantage; (vii) if he/she were to compete with the Company, he/she could divert certain of these relationships, and the related goodwill and business, away from the Company; (viii) it would be virtually impossible for him/her to ignore all knowledge of the Company's Confidential Information if he/she were to compete against the Company; (ix) a prohibition against his/her competing with the Company or soliciting the Company's clients and employees for a reasonable period of time and within a reasonable geographic area is appropriate for the protection of the Company's Confidential Information, goodwill, and other legitimate business interests; and (x) compliance with this Agreement shall not cause any hardship on him/her or prevent him/her from being able to earn a living or to operate or engage in business not prohibited by this Agreement.

(b) Definitions. For purposes of this Agreement, (i) "Client" shall mean any person or entity (A) (1) to whom the Employee personally rendered Services or sold products or Services to on behalf of the Company or was assigned by the Company to render Services to or sell products or Services to on behalf of the Company, (2) to whom the Employee personally provided client-relationship duties, client-oversight, client-management, or similar functions on behalf of the Company, or (3) with whom the Employee otherwise interacted with, dealt with, became acquainted with, or developed a relationship with, related to the Services during his/her employment with the Company; (B) to whom an individual employed by the Company and supervised by the Employee rendered Services or sold products or Services to on behalf of the Company during his/her employment with the Company; or (C) who received Services or products from the Company during the Employee's employment with the Company and about which the Employee has received Confidential Information; (ii) "Prospect" shall mean any prospective Client to whom the Employee, or anyone supervised by the Employee during his/her employment with the Company, has pitched products or Services, or made a verbal or written proposal for products or Services, on behalf of the Company; and (iii) "Territory" shall mean the address(es) where Employee either (A) has provided Services on behalf of the Company within the preceding one year before the Territory determination, and a 100-mile radius of such address(es) or (B) was assigned by the Company to render Services on behalf of the Company within the preceding one year before the Territory determination, and a 100-mile radius of such address(es).

(c) Non-Competition Restrictive Covenants. During the Employee's employment with the Company and for one year after the termination of his/her employment, regardless of the reason for such termination, he/she shall not directly or indirectly (i) have any ownership interest in, or serve as an officer, director, consultant, contractor, employee, investor, lender, or in any other Service-related capacity, for any individual or entity that competes with the Company in the Territory in any manner related to the Services or Business; (ii) serve as an officer, director, consultant, contractor, employee, investor, lender, or in any other Service-related capacity in the Territory for any Client to whom the Employee rendered Services on behalf of the Company or for any Prospect to whom the Employee pitched Services on behalf of the Company; (iii) have any ownership interest in, or serve as an officer, director, consultant, contractor, employee, investor, lender, or in any other Service-related capacity, for these specific organizations across the United States: Shorts Travel Management, Premier Global Sports, Dodds Athletic Tours, Basketball Travelers Inc., The THS Company (Tournament Housing Services), and their respective parents, subsidiaries, affiliates, successors, and assigns; or (iv) solicit, canvass, or accept business for any individual or entity that competes with the Company in the Territory in any manner related to the Services or Business.

(d) Non-Solicitation Restrictive Covenants. During the Employee's employment with the Company and for one year after the termination of his/her employment, regardless of the reason for such termination, he/she shall not directly or indirectly, (i) solicit, encourage, facilitate, or induce any Client, person or entity that was a Client at any time in the one year preceding the solicitation, encouragement, facilitation, or inducement, or any Prospects, vendors, advertisers, agents, sales representatives, employees, contractors, consultants, service-providers, or licensees of the Company, to breach any agreement or contract with, or discontinue or curtail his, her, or its business relationships with, the Company; or (ii) solicit, hire, or otherwise engage as an employee, consultant, contractor, or otherwise, any person who is an employee of the Company, or was an employee of the Company, at any time in the one year preceding the solicitation, hiring, or engagement.

(e) Agreement to Notify the Company of Competitive Communications; Requirement to Notify New Employer. During the Employee's employment with the Company and for one year after the termination of his/her employment, regardless of the reason for such termination, he/she shall promptly notify the Company in writing of any contact made by any individual or entity that competes with the Company in any manner in the Business if such contact relates directly or indirectly to the employment, possible employment, or engagement for compensation or remuneration of the Employee by such other person or entity. If the Employee leaves the Company, he/she shall notify any of his/her subsequent employers of this Agreement.

10. Duties of Confidentiality and Loyalty Under the Common Law. The Employee's obligations under this Agreement shall supplement, rather than supplant, his/her common-law duties of confidentiality and loyalty owed to the Company.

11. Survival and Enforcement of Covenants; Remedies; Definition of Affiliate.

(a) Survival of Covenants. The Employee's covenants in paragraphs 3, 4, 5, 8, and 9 shall survive the termination of this Agreement and his/her employment with the Company, regardless of the reason for such termination, and shall be construed as agreements independent of any other provision of this Agreement, and the existence of any claim or cause of action of the Employee against the Company (whether under this Agreement or otherwise), shall not constitute a defense to the enforcement by the Company of those covenants.

(b) Enforcement of Covenants. The Employee acknowledges and agrees that his/her covenants in paragraph 9 are ancillary to the otherwise enforceable agreements by the Company under paragraph 3 to provide him/her with previously undisclosed Confidential Information and by him/her not to disclose such Confidential Information, and the Company's promise to provide him/her with specialized training related to the Business, and are supported by independent, valuable consideration. The Employee further acknowledges and agrees that the limitations as to time, geographical area, and scope of activity to be restrained by those covenants are reasonable and acceptable to him/her and do not include any greater restraint than is reasonably necessary to protect the Company's Confidential Information, goodwill, and other legitimate business interests. The Employee further agrees that if, at some later date, a court of competent jurisdiction determines that any of the covenants in this Agreement are unreasonable, any such covenants shall be reformed by the court and enforced to the maximum extent permitted under applicable law.

(c) Remedies. In the event of breach or threatened breach by the Employee of any of his/her covenants in this Agreement, the Company shall be entitled to equitable relief (without the need to post a bond or prove actual damages) by temporary restraining order, temporary injunction, or permanent injunction or otherwise, in addition to all other legal and equitable relief to which it may be entitled, including any and all monetary damages which the Company may incur as a result of such breach, violation, or threatened breach or violation. The Company may pursue any remedy available to it concurrently or consecutively in any order as to any breach, violation, or threatened breach or violation, and the pursuit of one of such remedies at any time shall not be deemed an election of remedies or waiver of the right to pursue any other of such remedies as to such breach, violation, or

threatened breach or violation, or as to any other breach, violation, or threatened breach or violation. If the Employee breaches any of his/her covenants in paragraph 9, the time periods pertaining to such covenants shall also be suspended and shall not run in favor of him/her from the time he/she first breached such covenants until the time when he/she ceases such breach.

(d) Waiver of Right to Contest Enforceability of Restrictive Covenants. The Employee irrevocably waives any right to (i) file any declaratory judgment or similar action seeking to declare unenforceable any of his or her obligations or covenants under this Agreement or challenge the validity of such obligations or covenants; (ii) otherwise contest the enforceability of any such obligations or covenants; or (iii) assert any defenses to any action or effort by the Company to enforce any such obligations or covenants.

12. Third-Party Beneficiaries; Definition of Affiliate. The Company's affiliates shall be included within the definition of "Company" for purposes of this Agreement and are intended to be third-party beneficiaries of this Agreement. For purposes of this Agreement, "affiliate" shall mean any individual, corporation, partnership, trust, unincorporated organization, association, business entity, or other project that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company.

13. Severability. The provisions of this Agreement shall be severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions or parts thereof shall nevertheless be binding and enforceable. In the event that any provision of this Agreement is deemed unenforceable, a court of competent jurisdiction shall reform such provision to the extent necessary to cause it to be enforceable to the maximum extent permitted by law.

14. Waiver of Right to Jury Trial. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE EMPLOYEE AGREES TO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE, CLAIM, OR CAUSE OF ACTION (INDIVIDUALLY, A "CLAIM") AGAINST THE COMPANY OR ITS AFFILIATES, INCLUDING WITHOUT LIMIT ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT (EITHER ALLEGED BREACH OR ENFORCEMENT) OR HIS/HER EMPLOYMENT WITH THE COMPANY.

15. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties pertaining to its subject matters and supersedes all prior and contemporaneous agreements or understandings pertaining to such subject matters between the parties. This Agreement may not be amended unless in a writing signed by both parties. The Employee agrees that the Company has not made any promise or representation to him/her concerning this Agreement that is not expressed in this Agreement, and that in signing this Agreement, he/she is not relying on any prior oral or written statement or representation by the Company but is instead relying solely on his/her own judgment. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for purposes of any dispute, controversy, claim, or cause of action between the parties arising out of or related to this Agreement is in any state or federal court of competent jurisdiction that regularly conducts proceedings in Dallas County, Texas. Nothing in this Agreement, however, precludes the parties from seeking to remove a civil action from any state court to federal court. The terms of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. The Company may assign this Agreement without the Employee's further consent. The Employee may not assign this Agreement without the Company's prior written consent. The recitals to this Agreement are incorporated into this Agreement. No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.

AGREED:

ANTHONY TRAVEL, INC.

THE EMPLOYEE

By: _____
Print Name: _____
Title: _____
Date Signed: _____

By: _____
Print Name: _____
Date Signed: _____

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