

## **PERSONAL GUARANTY AND COVENANT AGAINST COMPETITION**

This Personal Guaranty and Covenant Against Competition ("Guaranty") is entered into by the undersigned guarantor (hereinafter "Guarantor," whether one or more) in connection with the foregoing K-BID Online, Inc. Independent Affiliate Agreement ("Affiliate Agreement"). In consideration of K-BID Online, Inc. ("K-BID") entering into the Affiliate Agreement with \_\_\_\_\_ ("Affiliate"), the undersigned, hereby personally and unconditionally guaranty(ies) full payment and performance by Affiliate as required by the Affiliate Agreement. Guarantor waives demand for payment, notice of acceptance of this guaranty and notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance by Affiliate under the Affiliate Agreement, and to any and all changes in the terms of the Affiliate Agreement. K-BID may enforce this Guaranty without first resorting to or exhausting other remedies provided by the Affiliate Agreement or by law.

During the term of this Agreement, and for a period of six months after termination of this Agreement, Guarantor shall refrain from directly or indirectly, individually or as an employee, agent, director, officer, partner, consultant, shareholder or in any other capacity, conducting Guarantor's own online auctions or placing online auctions on any website other than K-BID.com. For a period of one year after termination of this Agreement, Guarantor shall refrain from directly or indirectly contacting affiliates of K-BID for any purpose related to the online auction business of such affiliates.

Guarantor agrees to pay all reasonable costs and attorney's fees incurred by K-BID in enforcing this Guaranty.

This Guaranty shall be governed by the laws of the State of Minnesota.

With respect to any legal proceeding arising out of this Guaranty, Guarantor agrees that the exclusive venue for such dispute shall be the federal courts in the State of Minnesota or state courts in Wright County, Minnesota. Guarantor irrevocably submits to the jurisdiction of such courts and waives any objection the Guarantor may have to either the jurisdiction of, or venue in, such courts.

GUARANTOR

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_