# PROPRIETARY INFORMATION, NON-COMPETITION,

# NON-SOLICITATION, AND INVENTIONS AGREEMENT

As an employee of LHS Productions, Inc., doing business as VideoBank and VideoBank Digital, its subsidiaries or affiliates (together, the “Company”), and as a condition of my employment, or as applicable, continued employment, by the Company, and in consideration of the compensation now and hereafter paid to me, I agree to the following:

# Maintaining Confidential Information

1. **Company Information** - I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use (except for the benefit of the Company) or to disclose to any person, firm or corporation, without the written authorization of the President or other authorized officer of the Company, any trade secrets, confidential knowledge, data or other proprietary information of the Company. By way of illustration and not limitation, such shall include information relating to products, processes, know-how, designs, formulas, methods, samples, media and/or cell lines, developmental or experimental work, improvements, discoveries, plans for research, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, employees, suppliers and customers, information regarding the skills of other employees of the Company, and all other information which is used in the Company’s business and the business of its subsidiaries and affiliates, which gives the Company an economic advantage over its competitors, which is not known to the Company’s competitors, and which the Company and/or its subsidiaries and affiliates treat as confidential.
2. **Former Employer Information** - I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of my former or concurrent employers or companies, if any, and that I will not bring onto the premises of the Company any unpublished documents or any property belonging to my former or concurrent employers or companies unless previously and specifically consented to in writing by said employers or companies.
3. **Third Party Information** - I recognize that the Company has received and in the future will receive confidential or proprietary information from third parties subject to a duty on the Company’s part to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes. I agree that I owe the Company and such third parties, both during the term of my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except in a manner that is consistent with the Company’s agreement with the third party), unless expressly authorized to act otherwise by an officer of the Company.

**Classified and Secure Information** – I recognize that the Company has and will receive classified and secure information from customers that are agencies, departments or other entities of the government of the United States of America and that in addition to the provisions of Paragraph 1(c) above, that any violation of the security protocols for such information, including but not limited to disclosure of such information, may constitute a criminal act for which the Company may incur severe penalties and for which I may be prosecuted. I agree that in the event that any information or material for a government client comes into my possession for which I am not authorized or cleared to have possession of, I shall immediately convey such information to the Facility Security Officer.

1. I understand and acknowledge that any questions regarding the confidentiality, proprietary nature or the security status of any information that comes into my possession shall be immediately referred to the Facility Security Officer and pending any instructions for such officer, such information shall be deemed and handled as classified, confidential and proprietary and shall not be disclosed.

# Assignment of Inventions and Original Works

1. **Inventions and Original Works Retained by Me** - I have attached hereto and made a part hereof as Exhibit A, a complete disclosure of all inventions, original works of authorship, developments, improvements, and trade secrets that relate to the Company’s business that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property and that I wish to have excluded from the scope of this Agreement. If disclosure of an item on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to disclose such on Exhibit A but in the applicable space on Exhibit A, I am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Exhibit A for such purpose. If no disclosure is attached, I represent that there are no such inventions.
2. **Inventions and Original Works Assigned to the Company** - I agree that I will make prompt written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company all my right, title and interest in and to any ideas, inventions, original works of authorship, developments, improvements or trade secrets which I may solely or jointly conceive or reduce to practice, or cause to be conceived or reduced to practice, during the period of my employment with the Company. I recognize that this Agreement does not require assignment of any invention that qualifies fully for protection under any applicable federal or state law.

I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

1. **Inventions and Original Works Assigned to the United States** - I hereby assign to the United States government all my right, title and interest in and to any and all inventions, original works of authorship, developments, improvements or trade secrets whenever full title to same is required to be in the United States by a contract between the Company and the United States or any of its agencies.

**Obtaining Letters Patent, Copyright Registrations and Other Protections** - I will assist the Company in every proper way to obtain and enforce United States and foreign proprietary rights relating to any and all inventions, original works of authorship, developments and improvements or trade secrets of the Company in any and all countries. To that end, I will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing proprietary rights to the Company or its designee. My obligation to assist the Company with respect to proprietary rights in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company’s request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quit claim to the Company any and all claims of any nature whatsoever which I now or may hereafter have for infringement of any proprietary rights assigned to the Company.

1. **Obligation to Keep the Company Informed** - In addition to my obligations under paragraph 2(b) above, during the period of my employment and for one (1) year after cessation of my employment for any reason, I will promptly disclose to the Company fully and in writing all patent applications filed by me or on my behalf. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all proprietary information developed by me and all inventions made by me during the period of my employment at the Company, which records shall be available to and remain solely the property of the Company at all times.

# No Conflicting Employment; No Inducement of Other Employees or Solicitation of Customers

1. I agree that during the period of my employment by the Company and for two (2) years after the date of termination of my employment by the Company, for any reason, whether voluntary or involuntary, I will not, without the Company’s express written consent:

(i) engage in any other employment or business activity directly related to the business in which the Company is now involved or becomes involved, in the same or substantially similar capacity as I was in during the year immediately preceding the termination of my employment with the Company; or

(ii) engage in any other activities which conflict with my obligations to the Company,

in any state in which I worked, provided services, or performed employment duties for the Company during my last year of employment with the Company, which states are set forth on Exhibit B to this Agreement (and which list may be updated, modified, and/or supplemented by the Company to reflect changes in the scope of my activities with the Company).

1. I further agree that for the period of my employment by the Company and for two (2) years after the date of termination of my employment by the Company for any reason, whether voluntary or involuntary, I will not (i) solicit or induce any employee of the Company with whom I had material contact during the year immediately prior to the termination of my employment, to leave the employ of the Company or to otherwise alter his/her relationship with the Company, or (ii) solicit the business of any client or customer of the Company for whom I had responsibility or with whom I had material contact in the year immediately prior to the termination of my employment (other than on behalf of the Company), or to otherwise alter their relationship with the Company.
2. If any restriction set forth in this Paragraph 3 is found by any court of competent jurisdiction to be unenforceable because such restriction extends for too long a period of time or over too great a range of activities or in too broad a geographic area, that restriction shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.
3. **No Conflicting Obligations** - I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement or obligation of mine relating to any time prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

**5.** **Return of Company Documents and Equipment** - When I leave the employ of the Company, or at any other time requested by the Company, whichever is sooner, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, computers, flash drives, external hard drives, other memory devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, together with all copies thereof (in whatever medium recorded) belonging to the Company, its successors or assigns whether kept at the Company, home or elsewhere. I further agree that any property situated on the Company’s premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company’s termination statement for technical and management personnel confirming the above and my obligations under this Agreement.

1. **Notification of New Employer** - In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.
2. **Legal and Equitable Remedies** - Because my services are personal and unique and because I will have access to and become acquainted with the proprietary information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

# PERSONAL RELEASE

**Consent to Use of Name, Image and Voice** - I understand that in the course of my employment I may be asked by the Company to participate in the recording of marketing, promotional, or demonstration presentations (“Presentation(s)”). While under no obligation to participate, should I choose to participate in such Presentation(s), I consent to the recording of the Presentation(s), and the use of my name, image, likeness, and voice as included in the Presentation(s) by Company, and its successors, licensees and assigns (“Successors”). The consent includes a nonexclusive, perpetual and irrevocable right to use my name, image, voice and/or likeness, in connection with the (i) public performance, (ii) public display, (iii) exhibition, (iv) sale, (v) broadcast, (vi) distribution (by any means, including, without limitation, rental, lease or lending) and (vii) exploitation, and any other use of the Presentation(s) or any work based on the Presentation(s) in all forms of media, whether now existing or hereafter devised, throughout the Universe as well as the advertisement and marketing of the Presentation(s) or the work based on the Presentation(s). Such consent also includes the right of Company to add other material, edit, and change the Presentation(s) as Company or its Successors may decide, in their sole discretion. Company is under no obligation to use or exploit the Presentation(s), or any part thereof. The use by Company of the rights granted in this Section 8 (“Personal Release”) will not violate the rights of any third party.

1. **Release from Claims** - I expressly release Company, Company’s agents, employees licensees and assigns from and against any and all claims which I have or may have, known or unknown, for invasion of privacy or right of publicity, defamation or any other cause of action arising out of production, distribution, broadcast, exhibition or exploitation of the Presentation(s).

# General Provisions

1. **Not an Employment Contract** - **I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of my employment by the Company, nor shall it interfere in any way with my right or the Company’s right to terminate my employment at any time, with or without cause, and that I am an employee at-will of the Company**.
2. **Governing Law; Consent to Personal Jurisdiction** - This Agreement will be

governed by and construed according to the laws of the State of New Jersey, excluding conflicts of laws principles. I hereby expressly consent to the personal and subject matter jurisdiction of the state courts located in Hackensack, New Jersey and the federal courts located in Newark, New Jersey for any claim, action or lawsuit arising from or relating to this Agreement or my employment by the Company.

1. **Entire Agreement** - This Agreement, and Exhibits A and B attached hereto and hereby incorporated herein, sets forth the final, complete and exclusive agreement and understanding between the Company and me relating to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. No modification or amendment to this Agreement (with the exception of Exhibit B), nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by both the Company and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
2. **Severability** - If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.
3. **Successors and Assigns** - This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and its assigns.
4. **Survival** - The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
5. **Waiver** - No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.
6. **Notice** - Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, via express

delivery providing a receipt of delivery or sent by certified, postage prepaid, the earlier of the date of receipt or seven (7) days after the date of mailing.

This Agreement shall be effective as of the first day of my employment with the Company, namely: .

# I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AFFECTS CERTAIN POST-EMPLOYMENT ACTIVITIES, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY’S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

# I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS AND ACKNOWLEDGE THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO HAVE AN ATTORNEY OF MY CHOICE REVIEW THIS AGREEMENT AND ADVISE ME PRIOR TO MY SIGNING OF THIS AGREEMENT. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Dated:

LHS PRODUCTIONS, INC. EMPLOYEE:

dba VideoBank and VideoBank Digital

Louis H. Siracusano, Jr., President [Signature]

260 Union Street Address: Northvale, New Jersey 07647

Exhibit A

VideoBank

260 Union Street

Northvale, NJ 07647

Gentlemen:

Section 1

Except as listed in Section 2 below the following is a complete disclosure of all inventions or improvements that relate to the business of VideoBank (the “Company”) that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

No inventions or improvements. See below.

Additional sheets attached.

Section 2

Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvement Party(ies) Relationship 1.

2.

3.

additional sheets attached.

I propose to bring to my employment the following devices, materials and documents of a former employer or other person to whom I have an obligation of confidentiality that are generally available to the public, which materials and documents may be used in my employment pursuant to the express written authorization of my former employer or

such other person (a copy of which is attached hereto): No inventions or improvements.

See below.

Additional sheets attached.

Date:

Very truly yours, EMPLOYEE:

[Name]

[Signature]

Exhibit B

List of states in which Employee provided services, or performed employment duties for the Company, as referenced in Paragraph 3:

1. New Jersey
2. North Carolina

3) New York

1. Maryland
2. Pennsylvania
3. Oregon
4. Virginia
5. Washington, D.C.

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