

Castle Peak Media, LLC
**NON-DISCLOSURE, INVENTIONS, NON-SOLICITATION AND NONCOMPETITION
AGREEMENT**

As a condition and in consideration of my employment with or engagement by, or my ownership of equity interests in, CASTLE PEAK MEDIA, LLC, a Delaware limited liability company (together with any of its current or future subsidiaries, affiliates, successors or assigns, the “Company”), and my receipt of the compensation previously, if any, and hereafter paid to me by the Company, I hereby agree to the following:

1. Non-Disclosure of Confidential Information and Materials.

(a) “Confidential Information” shall include, but is not limited to any information including plans, research, know-how, trade secrets, methodologies, techniques and strategies, product development, contractual arrangements, budget, forecasts, projections, operational methods, technical processes, other business affairs and methods, plans for future developments and other technical and business information, including all intellectual property rights therein, which is not publicly available and can be communicated by any means whatsoever, including, without limitation, oral, visual, written and electronic transmission, that relates to the Company's:

- (1) business operations, products and services;
- (2) existing and potential partnerships, strategic alliances or joint ventures;
- (3) employment and compensation agreements and arrangements;
- (4) business policies, practices and contracts with others;
- (5) information received from others that the Company is obligated to treat as confidential or proprietary;
- (6) marketing, distribution or financing plans; or
- (7) proprietary information of the Company, whether of a technical nature or otherwise.

Confidential Information shall not include that information defined as Confidential Information above that I can conclusively establish by documentary evidence: (x) entered the public domain without my breach of any obligation owed to the Company; or (y) was conclusively established to be independently developed by me or became known by or available to me from a source

other than the Company subsequent to the Company's disclosure of such information to me, without any breach of any obligation of confidentiality owed to the Company.

(b) “Confidential Materials” shall mean all materials containing Confidential Information, including, without limitation, written or printed documents or information that is electronically stored.

(c) I acknowledge that the Confidential Information was developed and will continue to be developed by the Company at great expense and constitutes trade secrets of the Company, as the case may be, and that irreparable injury will result to the Company from unauthorized disclosure of Confidential Information. I also 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 to use it only for certain limited purposes and that such information is also considered Confidential Information. I agree to hold all Confidential Information and Confidential Materials in strict confidence and not to disclose it to third parties or use it at any time, except to the extent necessary to carry out my responsibilities as an employee of the Company.

(d) I shall return all originals, copies, reproductions and summaries of Confidential Information and Confidential Materials upon the termination of this Agreement or at the Company's request, and erase all Confidential Information from all electronic media in my possession.

2. Inventions.

Any and all inventions, products, discoveries, improvements, processes, manufacturing, financial models, financial structures, marketing and service methods or techniques, formulae, designs, styles, specifications, data bases, computer programs (whether in source code or object code), know-how, strategies and data, whether or not patentable or registrable under copyright or similar statutes, made, developed or created by me (whether at the request or suggestion of the Company, or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) during the period of my employment by the Company (collectively, hereinafter referred to as “Inventions”), which may pertain to the business, products or processes of the Company, or which may have been developed during working hours on the Company’s property, are assigned by me to the Company and forever shall be the Company's sole and exclusive property and I shall have no claims, interest or title to the Inventions, and I will promptly (i) execute, sign and acknowledge any document necessary to secure the Company's right, title and interest to the Inventions (ii) deliver to an appropriate executive officer of the Company (other than me) without any additional compensation therefor, all papers, drawings, models, data, documents and other material pertaining to or in any way relating to any Inventions made, developed or created by him as aforesaid. I further acknowledge that all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are or have been made by me (solely or jointly with others) within the scope of and during the period of my relationship with the Company are “works made

for hire” (to the greatest extent permitted by applicable law) and are compensated by my salary, distributions or other compensation from the Company, unless otherwise required by applicable law.

3. Non-Compete.

(a) For all of the aforesaid reasons, in consideration of the Company employing me, compensating me or my ownership of an equity interest in the Company, as the case may be, I agree that I shall not, either individually or in partnership or jointly or in conjunction with any other person, entity or organization, as principal, agent, consultant, contractor, employer, employee, investor, lender, shareholder or in any other manner or capacity, directly or indirectly, advise, manage, carry on, establish, control, engage in, invest in, offer financial assistance or services to, lend to, or permit my name or any part thereof to be used by, any entity that carries on or engages in any of the lines of business in which the Company is engaged for a period beginning on the date hereof and ending one (1) year from the later of (i) the termination of my employment or engagement as a consultant with the Company and (ii) the date upon which I no longer directly or indirectly own an equity interest in the Company (the “Non-Competition Period”).

(b) I agree that during the Non-Competition Period, neither myself nor any entity over whom I exercise managerial control shall, directly or indirectly, hire or offer to hire or entice away or in any other manner persuade or attempt to persuade any officer or employee to terminate his or her employment with Company.

4. Waiver. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the Company and me. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Company, their respective agents, employees or consultants, but only by an instrument in writing signed by an authorized officer of the Company. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

5. Assignment. I acknowledge and agree that my performance is personal hereunder, and that I shall have no right to assign and shall not assign or purport to assign any rights or obligations under this Agreement. This Agreement may be assigned or transferred by Company. Subject to the foregoing restrictions on assignment, this Agreement shall inure to the benefit of Company and its successors and assigns, and shall be binding on me and my heirs, devisees, spouses, agents, legal representatives and successors.

6. Enforceability.

(b) I acknowledge and agree that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and, therefore, agree that the

Company, shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach; provided, however, that nothing contained herein shall be construed as prohibiting the Company from pursuing any other rights and remedies available for any such breach or threatened breach. I further acknowledge and agree that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

(c) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provision shall remain in full force and effect. If any court of competent jurisdiction shall find any provision in Section 6 hereof to be unenforceable, such provision shall be tailored to the maximum scope that is enforceable.

(d) I acknowledge (a) that I have consulted with or have had the opportunity to consult with an attorney of my choice concerning this Agreement and that I have been advised to do so by Company, and (b) that I have read and understand the Agreement and I am fully aware of its legal effect, and have entered into it freely based on your own judgment and not on any representations or promises other than those contained in this Agreement. I further acknowledge that this agreement is not an employment contract and the Company may terminate my employment at any time with or without cause.

7. Governing Law; Etc.

(a) I represent and warrant that my performance of this Agreement or my involvement with the Company has not breached, and will not breach, any agreement or trust relationship between myself and any former, concurrent, or subsequent employer or other third party (collectively, "Other Party"), including, without limitation, any agreement with respect to such Other Party's inventions, unpublished documents or confidential or proprietary information. I agree that I will not disclose to the Company, bring on the Company's premises, or induce the Company to use any Other Party's inventions, unpublished documents, or confidential or proprietary information without such Other Party's prior written consent, a copy of which I also shall provide to the Company.

(b) This Agreement shall be governed by, interpreted and enforced in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws.

(c) I hereby irrevocably (i) submit to the exclusive jurisdiction of any New York state or federal court sitting in the County of New York (New York), in any action or proceeding arising out of or relating to this Agreement, whether in contract, tort or otherwise, (ii) agree that such courts shall have exclusive jurisdiction over such actions or proceedings, (iii) waive the defense that New York is an inconvenient forum to the maintenance and continuation of such action or proceeding.

(d) I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, LAWSUIT OR PROCEEDING RELATING TO ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(e) If any party initiates any litigation against any other party involving this Agreement, the prevailing party in such action shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in that proceeding.

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IN WITNESS WHEREOF, the undersigned has reviewed, understands and has duly executed this Agreement.

Name:

Signature

Date:_____