

CONFIDENTIALITY, NON-SOLICITATION, ASSIGNMENT OF INVENTION, AND NON-COMPETE AGREEMENT

This Nondisclosure and Developments Agreement (this "Agreement") is entered into as of the date set forth below between [REDACTED] LLC, a New York limited liability company ("Company"), and the undersigned employee ("Employee"). In consideration of the initial and continued employment by Company of Employee, of Employee receiving any securities, options or other forms of compensation from any Related Company, and of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information.

(a) Employee acknowledges and agrees that in the course of his employment with Company, he/she shall have access to and become acquainted with substantial Confidential Information of Company, and shall in the future contribute to such Confidential Information.

(b) Employee agrees that Employee shall not, either during Employee's employment with Company, any of its subsidiaries or any parent or holding company of Company (Company and each such subsidiary, parent and holding company, a "Related Company" and collectively, the "Related Companies") or at any time thereafter, except as required in the performance of Employee's services for a Related Company, (i) use any Confidential Information in any manner whatsoever, (ii) disclose or divulge any Confidential Information, except to the extent required by law (but only after Employee has provided Company with reasonable notice and opportunity to take legal action against such legally required disclosure) or (iii) remove or aid in the removal from the premises of any Related Company any Confidential Information or any property or material relating thereto.

(c) Upon Company's request at any time and for any reason, Employee shall immediately deliver to Company all materials (including all soft and hard copies) in Employee's possession which contain or relate to Confidential Information, as well as all other Company documents and property then in his possession.

(d) Employee acknowledges and agrees that all lists of current and prospective customers and vendors of, and any other parties having material business relations with, any Related Company are, and shall continue to be, the sole and exclusive property of Company and that Employee neither has, nor shall have, any right, title or interest therein. Employee further acknowledges and agrees that such lists are and must continue to be confidential, and are not readily accessible to any competitor of any Related Company.

(e) For the purposes of this Agreement, "Confidential Information" means all trade secrets and all other information of a business, financial, marketing, technical or other nature relating to the business of any Related Company including, without limitation, any customer or vendor lists, prospective customer names, financial statements and projections, know-how, pricing policies, operational methods, methods of doing business, technical processes, formulae, designs and design projects, inventions, computer hardware, software programs, business plans and projects pertaining to any Related Company and including any information of others that any Related Company has agreed to keep confidential; provided, that Confidential Information shall not include any information that has entered or enters the public domain through no fault of Employee.

2. Inventions.

(a) All inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights

or any interest therein (collectively, the "Developments") conceived of or made by Employee or with others while Employee is employed by Adweek that relate to Adweek's business or result from work assigned to Employee by Adweek are the sole property of Adweek, whether: (i) made or conceived by Employee during working hours utilizing premises, or materials furnished by Adweek or at other times with other materials, (ii) or not reduced to writing or practice during such period of employment and no further compensation is due to Employee. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by Employee are intended to be "work made for hire" as defined in §101 of the Copyright Act of 1976, and shall be and hereby are the property of Company.

(b) As to all such Developments, Employee agrees to (1) disclose them promptly to Adweek; (2) to assign them to Adweek; and (3) to do all things necessary, including executing documents, to assist Adweek in obtaining patent, copyright, trade secret or other legal protection in all countries, it being understood that Adweek is to pay the expenses in connection therewith. Without limiting the generality of the prior sentence, if any Development which properly belongs to Company is not the property of Company by operation of law, this Agreement or otherwise, Employee will, and hereby does, assign to Company all right, title and interest in such Development, without further consideration, and will assist Company and its nominees in every way, at Company's expense, to secure, maintain and defend Company's rights in such Development. Employee shall sign all instruments necessary for the filing and prosecution of any applications for, or extension or renewals of, letters patent (or other intellectual property registrations or filings) of the United States or any foreign country which Company desires to file and relates to any Development. With respect to Developments which properly belong to Company, Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as such Employee's agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive Employee's death or incapacity), to act for and in Employee's behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings, or other similar documents with the same legal force and effect as if executed by Employee.

(c) Attached hereto as Exhibit A is a list of all inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein made by Employee prior to Employee's employment with Company or any other Related Company (collectively referred to as "Prior Inventions"), which belong to Employee and which relate to the business of Company or any other Related Company, and which are not assigned to Company hereunder; or, if no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of Employee's employment with Company, Employee incorporates into a Related Company product, process or machine a Prior Invention owned by Employee or in which Employee has an interest, such Related Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license to make, have made, modify, use, sell and otherwise exploit such