

## Confidentiality and Non-Competition Agreement

Confidentiality and Non-Competition Agreement(Agreement), dated as of \_\_\_\_\_ between AMPA ENTERTAINMENT, Inc., a Virginia corporation (collectively, with its subsidiaries and affiliates, AMPA), and \_\_\_\_\_ (you).

In consideration of your continued employment with or engagement by AMPA, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree that:

1. Trade Secrets. (a) You may have had or will have access to confidential and proprietary information and trade secrets belonging to AMPA and its clients including, but not limited to, computer software and documentation; analyses of potential products and markets; project execution data, processes and plans; customer lists; event calendars; data files; prospect lists and compilations from various sources; client data; client information; client contact information; mailing lists; financial data; working papers; reports; procedures; manuals; pricing and billing information; employment records and data; terms of contracts; business plans and other information and trade secrets belonging to AMPA or its clients (collectively, "Confidential Information"). THE TERM "CONFIDENTIAL INFORMATION" SPECIFICALLY INCLUDES ANY OF THE FOREGOING ITEMS BELONGING TO CLIENTS OF AMPA, AND WHICH AMPA AND YOU ARE LEGALLY BOUND NOT TO DISCLOSE. The term Confidential Information as used herein does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by you, (ii) was or becomes available to you on a non-confidential basis from a source not bound by a confidentiality agreement with AMPA, (iii) was within your possession prior to it being furnished by AMPA or (iv) is independently generated by you after the date hereof without reliance upon any Confidential Information.

(b) In the event that you are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Information, you shall immediately provide AMPA with notice of such request(s) so that AMPA may seek any appropriate protective order within applicable time periods.

(c) During your employment with or engagement by AMPA, you shall exercise due care to protect the confidentiality of the Confidential Information. Unless otherwise instructed by AMPA, during such employment or engagement and at all times thereafter you shall not duplicate, electronically transmit, store, remove from AMPA's premises or otherwise use or disclose the Confidential Information. At any time upon AMPA's request, you shall return to AMPA or destroy (at AMPA's election) all of the Confidential Information (in all forms and media) including any material prepared by you or otherwise in your possession that incorporates or reflects any of the Confidential Information.

(d) You acknowledge by signing this Agreement that AMPA has taken and continues to take all reasonable steps to protect the secrecy of confidential nature of the Confidential Information, and you agree to take all such steps to protect the same.

(e) Except as specifically and completely disclosed on Schedule-A to this Agreement, you did not and do not know anything about AMPA's business or Confidential Information, other than information you have learned from the Company in the course of being hired and employed.

2. Rights in Works.

(a) All of the results and proceeds of your employment with or engagement by AMPA,

including any software programs and any other materials and work (collectively, "Works") are and shall be deemed works made for hire for AMPA. Accordingly, AMPA is and shall be deemed the author and the sole and exclusive owner of the Works and all right, title and interest therein including, without limitation, all copyrights and any other ownership and exploitation rights in the Works including the right to exploit the Works in perpetuity in all media, markets and languages throughout the universe (the "Rights"). If for any reason the Works or any part thereof are deemed not to be Works made for hire for AMPA, then you hereby assign and transfer to AMPA all of your Rights in the Works.

(b) Any published or unpublished ideas or inventions created or conceived by you (individually or in conjunction with others) during the course of your employment with or engagement by AMPA which relate to your work for AMPA (also referred to herein as "Works") shall also be deemed the sole and exclusive property of AMPA together with all Rights therein. You represent that your Works are or will be original with you or are in the public domain, do not and will not infringe upon or violate any copyright or any other rights of any person or entity and that you are free to grant all rights granted and make all agreements made by you herein.

(c) Upon AMPA's request and at its expense, you shall execute, acknowledge and deliver to AMPA any documents which may be required to confirm AMPA's ownership of all of the Works and its rights under this Agreement. You hereby irrevocably appoint AMPA as your attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents you fail to execute, acknowledge and deliver. Such appointment shall be a power coupled with an interest.

3. Covenant Not to Compete; Noninterference. During the term of your employment and for a period of one (1) year following the termination of your employment hereunder (the "Termination Date"), you represent and warrant that you have not (except as disclosed on Schedule A attached hereto), and shall not, except exclusively on behalf of AMPA, directly or indirectly:

(a) own, operate, manage or be employed by or affiliated with any person or entity that engages in the business then being engaged in by AMPA, it being acknowledged that the current business of AMPA is to provide contract event entertainment services to persons, entities and groups, throughout Virginia, North Carolina, Maryland and the Washington, DC metropolitan area ("Competing Business"); or

(b) attempt in any manner to solicit from any client business of the type performed by AMPA or to persuade any client to cease or not to do business or to reduce the amount of business which any such client has customarily done or contemplates doing with AMPA, whether or not the relationship between AMPA and such customer was originally established in whole or in part through your efforts; or

(c) employ as an employee or retain as a consultant, or persuade or attempt to persuade any person AMPA to leave AMPA or to become employed as an employee or retained as a consultant by anyone other than AMPA who is at the Termination Date or at any time during the preceding year was, or in the six (6) months following such Termination Date becomes, an employee of or exclusive consultant to.

As used in this Agreement, the term "client" shall mean any person or entity that is a client of AMPA at the Termination Date, or at any time during the preceding year was, or in the six (6) months following such termination becomes, a customer of AMPA, or if your employment shall not have terminated, at the time of the alleged prohibited conduct.

You agree that your services to AMPA are of a special, unique, extraordinary and intellectual character, and your position with AMPA places you in a position of confidence and trust with the employees, clients and prospects of AMPA, and that you will have access to confidential business opportunities, know-how, prospects, pricing, strategies and other sensitive information in which AMPA has made a considerable investment. Consequently, you agree that it is reasonable and necessary for the protection of the goodwill and business of AMPA and its clients that you make the covenants contained herein, and that remedies at law may be inadequate to protect AMPA against any actual or threatened breach of this Agreement by you. Accordingly, and without prejudice to any other rights and remedies otherwise available to AMPA, you agree to the granting of injunctive relief in AMPA's favor without proof of actual damages. In addition, you agree that you will be responsible for all of AMPA's reasonable attorney's fees and costs in enforcing this Agreement.

4. Entire Agreement. This Agreement represents the entire agreement and understanding between you and AMPA relating to the subject matter hereof and cannot be amended, terminated or discharged orally. This Agreement does not alter any of the terms and conditions of any employment or engagement agreement between you and AMPA and your obligations regarding confidentiality and permitted use of the Information shall survive the expiration or termination of this Agreement and any such employment or engagement agreement.

5. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia as if made and fully performed in Virginia, and without reference to Virginia's conflicts of laws principles. You hereby consent to venue and personal jurisdiction in the State and Federal courts located in the County of Henrico, Virginia for the resolution of any disputes arising out of this Agreement, except as provided in paragraph 6 below.

6. Alternative Dispute Resolution. You hereby agree that any and all claims or controversies between you and the AMPA, relating to this agreement, your employment with the AMPA, or the termination thereof, including claims for breach of contract, tort, employment discrimination (including unlawful harassment), and any violation of any state or federal law shall be resolved by arbitration in accordance with the then applicable National Rules for the Resolution of Employment Disputes of the American Arbitration Association. You understand that this Arbitration Agreement covers any and all claims that you might bring under Title VII, the Americans with Disabilities Act, the Age Discrimination In Employment Act, and the California Fair Employment and Housing Act. However, claims under applicable workers compensation laws or the National Labor Relations Act shall not be subject to arbitration. The Arbitrator shall be selected from a panel provided by the American Arbitration Association.

If any party prevails on a statutory claim which affords the prevailing party attorneys fees, then the arbitrator may award reasonable attorneys fees and costs to the prevailing party.

By: \_\_\_\_\_  
Theodore Rubis, President  
AMPA ENTERTAINMENT, INC.

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee or Consultant

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Printed Name of Employee or Consultant

Schedule A

Disclosure(s) regarding independent or prior knowledge of AMPA's Confidential Information:

Disclosure(s) regarding covenant not to compete: