

## EMPLOYEE NON-SOLICITATION, NON-COMPETE AND CONFIDENTIALITY AGREEMENT

This EMPLOYEE NON-SOLICITATION, NON-COMPETE AND CONFIDENTIALITY AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (this "Agreement") by and between Halifax Media Group, LLC, a Delaware limited liability company (the "Company"), and \_\_\_\_\_ (the "Employee") (collectively, the "Parties").

WHEREAS, the Company is offering employment to the Employee and wishes to protect its confidential information, intellectual property and other legitimate business interests.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, agree as follows:

### 1. Restrictive Covenants.

(a) **Confidentiality.** The Employee agrees that both during the Employee's employment with the Company and thereafter the Employee will not disclose to any third party or use in any way (except in performing the Employee's duties while employed by the Company in furtherance of the best interests of the Company and its affiliates) any confidential information, business secrets, or business opportunity of the Company or its affiliates or any of their advertisers, customers, subscribers or distributors ("**Customers**"), including without limitation, drawings, designs, plans, marketing, advertising and promotional ideas and strategies, marketing surveys and analyses, technology, budgets, business plans, customer or supplier lists, research or financial, purchasing, planning, employment or personnel data or information ("**Confidential Information**"). Immediately upon termination of the Employee's employment, or at any other time upon the Company's request, the Employee will return to the Company (i) all memoranda, notes and data, and computer software and hardware, records or other documents compiled by the Employee or made available to the Employee during the Employee's employment with the Company concerning the business of the Company, its affiliates or their Customers, (ii) all other Confidential Information, and (iii) all personal property of the Company or its affiliates, including without limitation, all drawings, designs, plans, files, records, documents, lists, equipment, supplies, promotional materials, keys, phone or credit cards and similar items and all copies thereof or extracts therefrom.

(b) **No Solicitation of Employees.** The Employee agrees that, both during the Employee's employment with the Company and for a period of two (2) years following the termination of the Employee's employment with the Company at any time and for any reason, the Employee will not, directly or indirectly, on the Employee's own behalf or on behalf of any other person or entity, hire or solicit to hire for employment or consulting or other provision of services, any person who is actively employed or engaged (or in the preceding six months was actively employed or engaged) by the Company. This includes, but is not limited to, inducing or attempting to induce, or influencing or attempting to influence, any person employed or engaged by the Company to terminate his or her relationship with the Company.

(c) **No Solicitation of Customers.** The Employee agrees that, both during the Employee's employment and for a period of two (2) years following the termination of the Employee's employment with the Company at any time and for any reason, the Employee will not directly or indirectly, on the Employee's own behalf or on behalf of any other person or entity, solicit the business of any Customer or any other entity with which the Company has an agreement, at the time of Employee's termination, to provide services to such entity (a "**Contractor**").

(d) **Non-Competition.** During the Employee's employment with the Company and for a period of two (2) years following the termination of the Employee's employment with the Company at any time and for any reason, the Employee shall not, on the Employee's own behalf or on behalf of others, directly or indirectly, (whether as an Employee, consultant, investor, partner, sole proprietor or otherwise) be employed by, perform any services for, or hold any ownership interest in any business engaged in the business of operating a newspaper or other media business that relies on the sale of advertising (including, without limitation, any business involved in the printing or publication of any newspaper, flyer, shopper, circular or other publication carrying advertising, or any other business, including radio or television broadcasting or cable television, involving the solicitation of advertising for a media business), or any on-line or other business, service or operation ancillary or related thereto, that is published or originates in, or any publications (including zoned editions of newspapers) or other products and services of which are substantially directed or marketed to residents of, any city, town or county in which the Company or its affiliate is doing business, or in which the Company or its affiliate has established plans to do business as of the date of the termination of the Employee's employment with the Company. The above notwithstanding, the ownership, for investment purposes, of up to one percent (1%) of the total outstanding equity securities of a publicly traded company, shall not be considered a violation of this subparagraph (d).

(e) **Enforcement.** The Employee acknowledges and agrees that the restrictions contained in this Paragraph 1 are necessary to protect other legitimate business interests of the Company. The Employee acknowledges that all of the restrictions in this Paragraph 1 are reasonable in all respects, including duration, territory and scope of activity. The Employee agrees that the restrictions contained in this Paragraph 1 shall be construed as separate agreements independent of any other provision of this Agreement or any other agreement between the Employee and the Company. The Employee agrees that the existence of any claim or cause of action by the Employee against the Company shall not constitute a defense to the enforcement by the Company of the covenants and restrictions in this Paragraph 1. The Employee agrees that the injury the Company will suffer in the event of the breach by the Employee of any clause of this Paragraph 1 will cause the Company irreparable injury that cannot be adequately compensated by monetary damages alone. Therefore, the Employee agrees that the Company, without limiting any other legal or equitable remedies available to it, shall be entitled to obtain equitable relief by injunction or otherwise, without the posting of any bond, from any court of competent jurisdiction, including, without limitation, injunctive relief to prevent the Employee's failure to comply with the terms and conditions of this Paragraph 1. The periods of time referenced in each of subparagraphs (b), (c) and (d) above shall be tolled on a day-for-day basis for each day during which the Employee violates the provisions of subparagraphs (b), (c) or (d) in any respect, so that the Employee is restricted from engaging in the activities prohibited by subparagraphs (b), (c) and (d) for the full stated time period.

2. **Intangible Property.** The Employee will not at any time during or after the Employee's employment with the Company have or claim any right, title or interest in any trade name, trademark, patent, copyright, work for hire or other similar rights belonging to or used by the Company and shall not have or claim any right, title or interest in any material or matter of any sort prepared for or used in connection with the business or promotion of the Company, whatever the Employee's involvement with such matters may have been, and whether procured, produced, prepared, or published in whole or in part by the Employee, it being the intention of the Parties that the Employee shall and hereby does, recognize that the Company now has and shall hereafter have and retain the sole and exclusive rights in any and all such trade names, trademarks, patents, copyrights (all the Employee's work in this regard being a work for hire for the Company under the copyright laws of the United States), material and matter as described above. If any work created by the Employee is not a work for hire under the copyright laws of the United States, then the Employee hereby assigns to the Company all rights, title and interests in each such work (including, but not limited to, copyright rights). The Employee shall cooperate fully with the Company during the Employee's employment and thereafter in the securing of trade name, trademark, patent or copyright protection or other similar rights in the United States and in foreign countries and shall give evidence and testimony and execute and deliver to the Company all papers requested by it in connection therewith. The Employee hereby irrevocably appoints the Company as the Employee's attorney-in-fact (with a

power coupled with an interest) to execute any and all documents which may be necessary or appropriate in the security of such rights, including but not limited to, any copyright in the Employee's work.

3. **Employment at Will.** The Employee acknowledges and agrees that the Employee's employment with the Company is "at will" employment. The Employee is free to resign and terminate the Employee's employment with the Company at any time and for any reason. The Company is free to terminate the Employee's employment with the Company at any time for any reason. Notwithstanding any other provision of this Agreement, this Agreement is not intended to create, and shall not be construed to create, a contract of employment or other modification to the Employee's "at will" status.

4. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other, except that the Company may assign the Agreement, including the non-competition covenant in Paragraph 1(d), to any entity acquiring all or substantially all of the assets or the business of the Company in which the Employee is primarily employed.

5. **Waiver or Modification.** Any waiver by the Company of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision of this Agreement. The failure of the Company to insist on strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive the Company of the right thereafter to insist on strict adherence to that term or any other term of this Agreement. Neither this Agreement nor any part of it may be waived, changed or terminated orally, and any waiver, amendment or modification must be in writing signed by the Employee and the Company's Chief Executive Officer.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

7. **Choice of Law.** This Agreement will be governed and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of law rules.

8. **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter of this Agreement and supersedes all other such prior written or oral agreements, understandings or arrangements relating to such subject matter. The Employee acknowledges that, in entering into this Agreement, the Employee does not rely and has not relied on any statements or representations not contained in this Agreement.

9. **Severability.** Any term or provision of this Agreement that is determined to be invalid or unenforceable by any court of competent jurisdiction in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction and such invalid or unenforceable provision shall be modified by such court so that it is enforceable to the extent permitted by applicable law.

10. **Headings.** The headings of any paragraphs in this Agreement are for reference only and shall not be used in construing the terms of this Agreement.

11. **Survival.** The covenants, agreements, representations and warranties contained in this Agreement shall survive the termination of the Employee's employment with the Company at any time and for any reason.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Parties as of the first date written above.

HALIFAX MEDIA GROUP, LLC

ACCEPTED AND AGREED BY  
EMPLOYEE

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_