

SDUT Confidentiality and Intellectual Property Agreement

In consideration of my employment and/or continued employment by THE SAN DIEGO UNION-TRIBUNE, LLC including any Joint Ventures and existing or future subsidiaries owned or controlled directly or indirectly by THE SAN DIEGO UNION-TRIBUNE, LLC (hereinafter "SDUT"), in a capacity in which I may receive and/or contribute information and develop customer goodwill pertaining to the interests of SDUT and in which I may make inventions, discoveries, improvements or suggestions that are related to the present or anticipated business activities of SDUT, and intending to be legally bound, I acknowledge and agree as follows.

1. Any discoveries, improvements, suggestions, copyrightable works (hereinafter referred to as "Intellectual Property") related to the present or anticipated business activities of SDUT that are made or conceived by me, either solely or jointly with others, while in the employ of SDUT, whether during working hours or not, shall be the property of SDUT, whether or not registearable, and I will communicate promptly and do hereby assign to SDUT all rights to such Intellectual Property.

2. During and after the period of my employment by SDUT, I will execute all documents and will assist SDUT in every proper way, without compensation other than the base salary which I received while employed by SDUT, but at SDUT's expense, to obtain and enforce trademark registrations and copyrights for such Intellectual Property in any and all countries.

3. No provision in this Agreement is intended to require assignment of any of my rights to Intellectual Property for which no equipment, supplies, facilities, or confidential or trade secret information of SDUT was used, and which was developed entirely on my own time, and which neither (1) relates directly to the present or anticipated business activities of SDUT nor (2) results from any work performed by me for SDUT.

4. I will not use for my personal benefit or disclose to others, except in furtherance of my SDUT employment duties or with SDUT's written consent, either during or subsequent to my employment, any Confidential Information whether or not owned by SDUT to which I gained access or developed during my employment by SDUT. Confidential Information, as used in this Agreement, means trade secrets and other information not generally known in the relevant trade or industry, about products, equipment, processes and services, including information relating to research, production, purchasing, accounting, human resources, engineering, marketing, and selling.

5. I will not improperly use in performance of the duties of my employment or disclose to SDUT, or induce SDUT to use, Confidential Information belonging to others.

6. Upon cessation of my employment with SDUT, I will promptly deliver to SDUT all records of any nature acquired as a result of my employment by SDUT related to the present or anticipated business of SDUT or the actual or anticipated business activities of SDUT, including any developed or made by me, and my own notes and diaries, and all copies of such records.

7. During the period of my employment with SDUT and for a period of two (2) years thereafter:

- (a) I shall provide a copy of this Agreement to any prospective new employer, prior to accepting employment.

- (b) I shall not solicit directly or indirectly, any person who is a SDUT employee or who had been employed by SDUT within the prior six (6) months for employment by, or any business relationship with, a Competitor.

8. This Agreement is ancillary to the other terms and conditions of my employment with SDUT, such as position, responsibility, salary and benefits. Consideration for my entering into this Agreement shall be my employment and/or continued employment as described in the introductory paragraph to this Agreement. Additionally, if I have been asked by SDUT to sign this Agreement while employed by SDUT, additional consideration, to be determined by the SDUT shall be given to me.

9. I concur with SDUT that the provisions of this Agreement are at the date of this Agreement, reasonable in duration and scope. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as by a court of competent jurisdiction by which this Agreement may be construed, I along with SDUT hereby request such court to limit and reduce any overly broad provision, so as to make it enforceable to the extent compatible with the applicable law as it shall then appear. A holding that any one or more of the provisions contained in this Agreement cannot be limited and reduced to be made valid and that such provision is invalid, illegal or unenforceable shall not affect any other provisions of this Agreement.

10. Nothing contained herein shall constitute an express or implied agreement of employment for a definite length of time, but rather is intended to protect SDUT's Intellectual Property and Confidential Information and customer goodwill without unduly restricting my activity to obtain gainful employment.

11. My obligations set forth in Paragraphs 1, 2 and 7 shall be binding upon my heirs, legal representatives and assigns. SDUT shall have the right to assign this Agreement without my consent.

12. This Agreement and all rights hereunder shall be governed and construed in accordance with the laws of California, except for its conflict of laws provisions.

13. Any breach or violation by me of the Agreement, including but not limited to Paragraphs 4 and 7, will result in immediate and irreparable injury to SDUT in amounts difficult to ascertain. Therefore, should I breach any portion of this agreement, I agree that SDUT shall be entitled to proceed directly to court to obtain the remedies of specific performance and injunctive relief (including but not limited to temporary restraining orders, preliminary injunctions, and permanent injunctions) without the necessity of posting a bond or other undertaking therewith.

The parties hereto set forth their signatures below, whereupon this Agreement shall enter into full force and effect as of the date the last party signs. This Agreement as of its effective date replaces any existing agreement written or otherwise entered into by me and SDUT relating to the same general subject matter; but such replacement shall not affect rights and obligations of either party arising out of any such prior Agreement which shall then continue to be in effect for that purpose.

THIS SECTION TO BE FILLED OUT BY EMPLOYEE:

I, the undersigned, agree to and accept this Agreement this _____ day of _____, 20____, and expressly state that by my signature I intend to be legally bound to the terms and obligations of this Agreement.

Signature

Print or Type Name

THIS SECTION TO BE FILLED OUT BY HUMAN RESOURCES:

Agreed to and accepted this _____ day of _____, 20 ____ on behalf of THE SAN DIEGO UNION-TRIBUNE, LLC

Signature

Print or Type Name

Title