

CONFIDENTIALITY AGREEMENT

You, _____ ("Recipient"), are providing services for Notional, LLC ("Producer") in connection with the production, marketing, advertising, promotion, and/or distribution (collectively, "Services") by Scripps Networks, LLC ("Scripps") and/or *Chopped* (the "Series").

In consideration of the Services that Recipient has or will perform in relation to the Series, and for other good and valuable consideration, the receipt and sufficiency of which Recipient hereby acknowledges, Recipient, on behalf of yourself and, if you are the authorized representative of a corporation, vendor, independent contractor, or other entity, on behalf of Recipient's employees, agents, assigns, and representatives, hereby agrees as follows:

Recipient may learn certain information deemed confidential regarding, concerning, or related to the Series. "Confidential Information" shall mean any and all information learned by Recipient in connection with the Series (including, but not limited to, episodes or versions of the Series, elements of the Series, and any other programming related to the Series), including, but not limited to, the identities of contestants, finalists, and the winner of the competition; the outcome and content of episodes and/or the Series; Producer's and Scripps' plans for the production and exploitation of the episodes and/or Series; any information that identifies or leads to the identification of the contestants, finalists, and winner of the competition; any information disclosed to or obtained by Recipient concerning the elimination of any contestant or the order of elimination of any contestants or any information which could lead to a determination of the fact of or order of elimination of any contestant; descriptions of the challenges in which the contestants participate; and any audio, video, photographic, or other recording of the Series, any episode, the contestants, the hosts, the judges, or any other element of the Series. The foregoing includes, without limitation, the names, home towns, addresses, pictures, and video of the contestants and alternates and any other information that may be used to identify a particular contestant or alternate, as well as all terms of this Agreement. The Confidential Information shall remain the property of Scripps at all times.

Recipient agrees that Recipient shall not make any use whatsoever, in whole or in part, of the Confidential Information, including, without limitation, making copies of any audio, video, photographs, documents, or other recordings related in any way to the Series, without the express prior written consent of an authorized representative of Scripps. Recipient further agrees that Recipient shall use the utmost discretion in all activities involving the Series and that Recipient shall not disclose, in whole or in part, any Confidential Information to any third party, including, without limitation, providing any third party with any audio, video, photographs, documents, or other recordings related in any way to the Series, without the express prior written consent of an authorized representative of Scripps. Recipient agrees that all Confidential Information of which Recipient becomes aware will only be used in connection with Services to be provided by Recipient as part of the Series and/or any episodes, and only for the express and exclusive purposes for which Producer and/or Scripps have instructed or authorized Recipient to use any Confidential Information. All Confidential Information and materials of which Recipient becomes aware shall be maintained by Recipient in a manner that will preserve its confidentiality and secrecy. RECIPIENT EXPRESSLY ACKNOWLEDGES THAT THE CONFIDENTIAL INFORMATION IS DESIGNATED AS "TOP SECRET" SO THAT SCRIPPS MAY MAXIMIZE THE PROMOTIONAL AND PUBLICITY VALUE OF THE SERIES AND/OR ANY EPISODES. Recipient further agrees that no summary, documents, statements, acknowledgements, emails, blogs, vlogs, or interviews will be distributed or given to any third party, including, without limitation, any person (including, without limitation, spouses, significant others, friends, family members, or members of your household), entity, organization, news organization, magazine, newspaper, radio or television organization, or other representative of the media, or any other entity of any type, regarding the Series, this Agreement, or the other matters covered by this Agreement, without the express prior written consent of an authorized representative of Scripps. Recipient agrees not to sell any life rights or stories to any third party to the extent that they relate to or include any information concerning the Series, and further agrees not to participate in any manner in the preparation, production, or drafting of any materials produced by third

parties that relate to the Series, including, without limitation, books, magazine articles, newspaper articles, television shows, Internet websites, and any other form of media, without the express prior written consent of an authorized representative of Scripps.

Without limiting the generality of the foregoing restrictions on disclosure of Confidential Information, Recipient acknowledges and agrees that except as otherwise specifically authorized by Scripps in writing, Recipient may not photograph, film, or record (i) the production of the Series; (ii) the events contained therein (including, without limitation, contestant challenges and contestant interactions); and/or (iii) the contestants. Recipient acknowledges and agrees that any violation of this paragraph shall constitute an unauthorized disclosure of Confidential Information under this Agreement.

Recipient further acknowledges that the Confidential Information protected hereunder is of an extraordinary nature and has extraordinary promotional and publicity value to Scripps. IF RECIPIENT, OR ANY EMPLOYEE, AGENT, INDEPENDENT CONTRACTOR, ASSIGN, OR REPRESENTATIVE OF RECIPIENT (INCLUDING, WITHOUT LIMITATION, ANY SPOUSE, SIGNIFICANT OTHER, FRIEND, FAMILY MEMBER, OR MEMBER OF YOUR HOUSEHOLD) DISCLOSES CONFIDENTIAL INFORMATION (AS DEFINED IN THIS AGREEMENT) EITHER DIRECTLY OR INDIRECTLY TO ANY THIRD PARTY, RECIPIENT AGREES THAT RECIPIENT SHALL PAY SCRIPPS THE AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) AS A PARTIAL MEASURE OF SCRIPPS' DAMAGES, AND SCRIPPS SHALL FURTHER, IN ADDITION TO SCRIPPS' OTHER RIGHTS AND REMEDIES, BE ENTITLED TO (A) OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF, WITHOUT POSTING ANY BOND, TO PREVENT ANY BREACH OR THREATENED BREACH BY RECIPIENT (OR RECIPIENT'S EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, ASSIGNS, OR REPRESENTATIVES, IF APPLICABLE) OF THIS AGREEMENT, AND (B) RECOVERY OF SCRIPPS' ATTORNEYS' FEES INCURRED TO ENFORCE THIS AGREEMENT. If Recipient threatens to disclose Confidential Information or other terms of this Agreement, Scripps shall, in addition to Scripps' other rights and remedies, be entitled to obtain injunctive and other equitable relief, without posting any bond, to prevent any breach or threatened breach by Recipient (or Recipient's employees, agents, independent contractors, assigns, or representatives, if applicable) of this Agreement and recovery of Scripps' attorneys' fees incurred to enforce this Agreement.

In the event that Recipient receives a request or is required by applicable law, whether by oral questions, interrogatories, requests for information or documents subpoena, civil investigative demand, or similar process, to disclose all or any part of the Confidential Information, Recipient will provide Scripps with prompt notice of such request so that Scripps may seek an appropriate protective order and/or waive compliance with the provisions of this Confidentiality Agreement. It is further agreed that, if, in the absence of a protective order or the receipt of a waiver hereunder, Recipient is nonetheless, in the opinion of counsel, required to disclose any Confidential Information, Recipient agrees to furnish only that portion of the Confidential Information which Recipient is advised by written opinion of counsel is legally required and Recipient agrees to exercise its best efforts to obtain assurance that confidential treatment will be afforded such Confidential Information. Recipient will provide a copy of the Confidential Information disclosed pursuant to the provisions of this paragraph to Scripps prior to disclosing such Confidential Information to a third party.

This Agreement shall bind Recipient's heirs, executors, assigns, legal representatives, and Recipient individually, as well as Recipient's employees, agents, independent contractors, and representatives (if applicable) forever and shall be governed by the laws of the state of New York, excluding conflicts of law principles. Recipient hereby submits to the jurisdiction of the state and federal courts of the state of New York, for the purpose of resolving any dispute arising out of or resulting from this Agreement. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision or provisions shall be deemed to have been severed from this Agreement and the rest of this Agreement shall otherwise remain in full force and effect. This Agreement incorporates the entire understanding of the parties with respect specifically to the subject matter herein (but not with respect to any other contractual understanding between the parties with respect to any Services to be provided by Recipient on the Series). No modification, alteration, or amendment of this Agreement will be valid or binding unless in writing and signed by an authorized representative of both Recipient and Scripps. No waiver by Scripps of any term or condition of this Agreement will be construed as a waiver by Scripps of any other term or condition; nor will any waiver by Scripps of any default under this Agreement be construed as a waiver by Scripps of any other default. It is further understood and agreed that no failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

Recipient understands that this is not an employment agreement or an agreement to engage Recipient's Services in relation to the Series. Recipient hereby acknowledges, certifies, and agrees that Recipient has carefully read this Agreement, fully understands its content, and agrees to the terms and conditions contained herein.

Agreed and accepted this ____ day of _____, 20____.

By: _____

Name: _____
(Please print)

Corporation/Entity Name (if applicable): _____

Title (if executing on behalf of corporation/entity): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____ - _____

[WHEN APPLICABLE, SIGNATURE LINES FOR LEGAL GUARDIAN(S) OF A MINOR APPEAR BELOW]

MINOR: If a minor is depicted in the Content, I represent and warrant that I am either a parent or legal guardian of the minor child, and that I have complete authority to grant this Appearance Release on the minor child's behalf. I hereby agree that I and the said minor will be bound by all the provisions contained herein.

SIGNATURE: _____ PHONE: _____

PRINT NAME: _____ DATE: _____

ADDRESS: _____

SIGNATURE: _____ PHONE: _____

PRINT NAME: _____ DATE: _____

ADDRESS: _____