



PORTFOLIO MEDIA, INC.

EMPLOYEE CONFIDENTIALITY, INVENTION AND NON-SOLICITATION AGREEMENT AND COVENANT NOT TO COMPETE

THIS AGREEMENT (the “Agreement”), made as of the ____ day of _____, 2013, by and between _____, an individual residing at _____, _____ (hereinafter called “Employee”) and Portfolio Media Inc., a corporation formed and existing under the laws of the State of New York, with a principal place of business currently located at 860 Broadway, 6th Floor, New York, New York 10003 (collectively with all of its divisions, parents, direct and indirect subsidiaries, affiliates and related entities and publications, including but not limited to Law360.com, and all of its and their respective successors and assigns, hereinafter called “PORTFOLIO MEDIA” or the “Company”).

WITNESSETH:

WHEREAS, PORTFOLIO MEDIA wishes to employ (or continue to employ) Employee and Employee wishes to accept such employment (or continued employment) with PORTFOLIO MEDIA; and

WHEREAS, in the course of its Business Activities, Company has invested and will continue to invest substantial time, effort, money, and other resources in the creation, development, maintenance and protection of Confidential Information, as well as substantial and ongoing customer and industry relationships, all of which permit Company to gain a substantial advantage in the marketplace and represent legitimate business interests of, and assets of great value to, the Company and which may be disclosed to Employee in the course of Employee’s employment with PORTFOLIO MEDIA; and

WHEREAS, in the course of its Business Activities, Company has invested and will continue to invest substantial time, effort, money, and other resources in the creation, development, maintenance and protection of its workforce (including, without limitation, the on-going training of its reporters and editorial staff, endowing them with the unique and valuable skill set required to understand and report on complex legal matters and events) which permits the Company to gain a substantial advantage in the marketplace and represents a legitimate business interest of, and an asset of great value to, the Company; and

WHEREAS, Employee recognizes Company’s legitimate business interest in protecting its Confidential Information as well as its substantial and ongoing customer, industry and employee relationships, and its substantial investment in the training of its employees;

NOW, THEREFORE, in consideration of the Company’s employment (or continued employment) of Employee, Employee’s eligibility for any bonuses or salary increases that may be offered by the Company, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Employee agrees as follows:

1. DEFINITIONS.

As used herein, the following terms shall have the meanings set forth below.

(a) “Business Activities” shall mean the business conducted by Company including but not limited to the development, production, publication, marketing, design, and sale of their daily legal news and data services (including, without limitation, on Law360.com), product development actual or anticipated, management and franchising and licensing, development and sale of related products and services provided by the Company including but not limited to maintenance and operation of website(s) and the gathering of market research relating to legal news and competitive intelligence and product development, trends and marketing data, and all other activities in which the Company is or is planning to be engaged.

(b) “Company” shall have the meaning ascribed thereto in the first paragraph of this Agreement.

(c) “Confidential Information” shall mean the information of Company, including, but not limited to, inventions, trade secrets (including, but not limited to, information relating to daily news publications and legal news and data services), proprietary information (including, but not limited to, information relating to accounts, sales and

pricing information, products, and plans for product development, reporters' sources, product cost data, services, materials, customer and/or subscriber lists, lists of prospective or target customers, subscribers and/or territories, employee personnel information, as well as information of a confidential or proprietary nature received from customers, suppliers, contractors, joint ventures or other collaborators) business matters or affairs (including, but not limited to, information relating to the Company's Business Activities, strategies (including corporate strategies), procedures, processes, systems (including key information systems), methods, research activities and plans, benchmark test results, business proposals and forecasts, non-public financial information, contracts, forms, information concerning competitive strengths and weaknesses, information concerning customer or industry relationships, advertising information, promotional and marketing information, data and methods, identification of suppliers and resources of goods and services to the Company, financial information regarding suppliers and goods and services provided by suppliers, training methods, training manuals and videos, written procedures integral to the Company's day-to-day operations, purchasers or subscribers of the Company's products, customer and supplier account preferences and requirements), patents, patent applications, trademarks, trademark applications, other intellectual property of the Company, and computer programs, software and documents relating to any of the foregoing (including, but not limited to, software related to docketing retrieval and processing, software management systems, content management systems and subscription management systems and other proprietary software of the Company as well as programs, software and documents developed by or for the Company or licensed to or by Company), regardless of the form or medium contained or stored in (including, but not limited to, hard copy, electronic or digital form), as well as copies or multiple versions of any of the foregoing.

Such Confidential Information shall include, for purposes of this Agreement, any such information not generally known by the trade, industry or public, including any such information that may have been disclosed to one or more third parties by the Company pursuant to distribution agreements, joint research agreements, confidentiality agreements, disclosure agreements or other agreements or collaborations entered into by Company.

Such Confidential Information shall not include:

- (i) information that is or becomes generally available in the public domain, other than by a disclosure in violation of this Agreement;
- (ii) information received from third parties, who are not under obligation of confidentiality with respect to such information;
- (iii) information that can be demonstrated to have already been in the receiving party's possession (except as a result of a disclosure in violation of this Agreement) and otherwise not subject to an obligation of confidentiality; and
- (iv) information that can be demonstrated was independently developed without the use of Confidential Information.

For purposes of this Agreement, the definition of Confidential Information applies equally to information acquired, learned, or disclosed from the date of Employee's employment with Company or the date of this Agreement, whichever is earlier. In addition, nothing contained in this Agreement shall prevent disclosure to an appropriate party any information which is required to be disclosed in connection with legal or regulatory requirements, or a request pursuant to legal process, in which case the party obligated to disclose such information shall immediately notify the Company in writing of such obligation in sufficient time to enable the Company to seek a protective order or other appropriate remedy.

(d) "Inventions" shall mean any and all inventions (including, but not limited to, new contributions, concepts, ideas, developments, discoveries, processes, procedures, formulas, methods, compositions, techniques, articles, machines, and improvements), writings (including, but not limited to, computer or software programs, manuals, reports, databases and other information, whether in hard copy, electronic, digital or other form), and all related know-how.

(e) "Authorized Representative" shall mean any owner, officer, manager, or agent expressly designated by Company management with the authority to make decisions on the Company's behalf.

(f) "Direct Competition" shall mean (i) engaging in any activities, or rendering any services, similar or reasonably related to activities (including any Business Activities) engaged in, or services rendered by, Employee while employed by the Company, to, for or on behalf of a Direct Competitor (ii) soliciting, seeking, accepting, entering into a contract for, or otherwise agreeing to employment with, for or on behalf of a Direct Competitor in a capacity similar or

reasonably related to Employee's role at the Company, or entering into discussions with a Direct Competitor with respect to any of the foregoing or (iii) materially aiding a Direct Competitor in competing with the Company.

(g) "Direct Competitor" shall mean any person or entity (or any division, affiliate or direct or indirect subsidiary thereof), whether now existing or hereafter established, which, directly competes with (or has taken affirmative steps in proposing or planning to compete with) the Company in providing legal news and data services, or engages in other business activities identical, substantially similar, or reasonably related, in whole or in part to the Business Activities engaged in, or under development by the Company. Without limiting the foregoing, a Direct Competitor shall also include any person or entity that has previously sought, or is currently seeking or intends to seek, to acquire, merge with or into, or otherwise engage in a corporate transaction or strategic partnership with the Company.

2. EMPLOYMENT.

Employee acknowledges that agreeing to be bound by the terms and conditions herein is a material inducement for the Company to offer employment (or continued employment) to the Employee. Without limiting the foregoing, the Employee hereby agrees and acknowledges accepting employment (or continued employment) by the Company pursuant to the terms and conditions contained herein. Employee further acknowledges and agrees that any breach of any of the terms or conditions contained in this Agreement by Employee shall be immediate grounds for termination of Employee for cause and Employee hereby waives any rights to contest or challenge any such decision to terminate the Employee by the Company.

3. OFFICE AND DUTIES.

(a) Employee shall render such services as are necessary and desirable to protect and advance the best interests of the Company, acting, in all instances, under the supervision of and in accordance with the policies and directives set by the Company.

(b) For as long as Employee shall remain employed by the Company, Employee's entire working time, energy, skill and best efforts shall be devoted to the performance of Employee's duties hereunder in a manner which will faithfully and diligently further the business and interests of Company.

4. NOT A CONTRACT OF EMPLOYMENT.

This Agreement does not constitute an express or implied employment contract and nothing herein shall be deemed to change the "at-will" nature of the employment relationship between Employee and the Company. Except to the extent set forth in this Agreement, the Company shall have the right to unilaterally change or revise the terms on which it employs Employee, or to terminate Employee's employment, with or without notice and with or without cause. Likewise, Employee is free to terminate his/her employment at any time. No employee, manager or other agent of the Company, other than the Authorized Representative of the Company, has the authority to enter into any agreement contrary to the foregoing or to enter into any agreement with any employee for any specified period of time. Any amendment to the foregoing must be in writing and signed by the Authorized Representative of the Company.

5. USE OF CONFIDENTIAL INFORMATION.

(a) No Disclosure of Confidential Information. During the course of employment and for a period of one (1) year after termination (whether voluntary or involuntary), Employee agrees to protect and guard any Confidential Information and not to use, for his/her own benefit or the benefit of anyone other than Company, or disclose, publish, communicate, reveal or divulge, directly or indirectly (including without limitation through the use of social networking tools), any Confidential Information to any person or entity at any time or in any manner without the prior written consent of the Authorized Representative of the Company, except as reasonably required in the proper course of employment with the Company.

(b) Ownership. Employee acknowledges and confirms that all Confidential Information which is conceived, developed, or made by Employee in the course of his/her employment with the Company, or disclosed to or otherwise acquired by him/her in the course of his/her employment with the Company, is and shall remain the sole and exclusive property of the Company.

(c) Return of Company's Property Upon Termination. Employee acknowledges and confirms that upon the termination of his/her employment, for any reason whatsoever, s/he shall promptly return all Confidential Information, including all copies or multiple versions thereof (regardless of the form or medium contained or stored in (including hard copy, electronic or digital form)), to the Company and, in the case of intangible information, shall for a period of one (1) year after termination of his/her employment continue to hold such Confidential Information as the confidential, proprietary property of the Company and not disclose or use, directly or indirectly, any such Confidential Information for any purpose whatsoever, without the express prior written consent of the Authorized Representative of the Company.

6. INVENTIONS.

(a) Employee shall promptly disclose to the Company in writing all Inventions, whether or not patentable, copyrightable or protectable as trade secrets, conceived, developed, or made by Employee, alone or with others, during the period of Employee's employment with the Company, whether during working hours or not, which: (i) relate in any manner to the actual or anticipated business, research, or development of Company; (ii) are conceived, developed, or made using equipment, supplies, facilities, trade secrets or Confidential Information of Company; or (iii) result from, arise out of or relate to work performed by Employee for Company. Employee shall promptly disclose and deliver to the Company copies of any patent, trademark or copyright application filed by Employee or any third party that lists or identifies Employee as an inventor, owner or author.

(b) Employee shall transfer and assign, and does hereby transfer and assign, to the Company all of his/her right, title and interest in and to each Invention covered by or subject to Section 6(a) above. As may be requested by the Company from time to time, Employee agrees to take all steps reasonably necessary to assist Company in obtaining and enforcing any patent, trademark, copyright, or other protection which the Company elects to obtain or enforce, in any country, for any such Invention. Employee's obligation to assist Company in obtaining and enforcing such patents, trademarks, copyrights, and other protections shall continue beyond the termination of Employee's employment with the Company, for any reason whatsoever; provided that the Company shall compensate Employee at a reasonable rate (including reasonable out of pocket expenses incurred by Employee, provided such expenses have been previously approved, in writing, by the Authorized Representative of the Company) after the termination of his/her employment for the time actually spent at the Company's request providing such assistance; and provided further that in no event shall said compensation rate exceed the per diem compensation received by Employee in effect at the time of Employee's termination from the Company. Employee shall execute any document deemed necessary by the Company to vest in it title to or ownership in all such Inventions.

(c) The Company hereby acknowledges and confirms that all Inventions, whether or not patentable, copyrightable or protectable as trade secrets, conceived, developed, or made by Employee, alone or with others, prior to the commencement of Employee's employment with the Company are and shall remain the sole and exclusive property of the Employee.

7. CONFIDENTIAL INFORMATION OF OTHERS.

(a) While employed by the Company, Employee shall not improperly use or disclose any confidential information of any former or concurrent employer or other person or entity. Furthermore, while employed by the Company, Employee shall not bring onto Company premises any such confidential information of any former or concurrent employer or other person or entity without the prior written consent of that employer, person or entity.

(b) Employee represents and warrants that s/he is not a party to or bound by any other employment agreement or other agreement or understanding that requires him/her to transfer or assign any Invention or discovery conceived, developed, or made by Employee, alone or with others.

8. MEDIA INQUIRIES.

Employee acknowledges that it is of the utmost importance to the Company to maintain the appropriate public image and to ensure that communications to the media are accurate and in line with the Company's policy and message, and therefore Employee further acknowledges and agrees that he/she is prohibited from speaking or otherwise communicating with any member of the media (including but not limited to the print media, television, radio, or other periodicals or internet sites, including without limitation, "blogs" and/or social networking sites) concerning the Company, its Business Activities, or its employees, managers, officers, owners or affiliates, without the express prior written approval of the Authorized Representative of the Company. If Employee is contacted by the media, Employee acknowledges and agrees that he/she must immediately refer the individual making the inquiry to the Authorized

Representative of the Company without making any other statement or divulging any other information about the Company whatsoever (including without limitation Confidential Information or other information concerning the Company's Business Activities).

9. NO DISPARAGEMENT.

Employee acknowledges that the Company's reputation and good will in the public is essential to its success. Employee agrees that s/he shall not, directly or indirectly, during the term of his/her employment or at any time thereafter, make any disparaging remarks to any person or entity regarding the Company, its Business Activities, or its employees, officers or owners, including but not limited to remarks about the Company's business practices or customers, at any time, nor shall the Employee otherwise cast negative light on the Company. Additionally Employee shall not do or refrain from doing anything that may adversely affect, disparage or create any negative inference as to the reputation, prestige, value, image or impression of the Company, its Business Activities, or any of its officers, managers, affiliates, corporate partners and/or related entities, personnel, products, or services, by words, actions or other communications, or by any omissions to speak, act or otherwise communicate, or in any other manner whatsoever.

10. NO HIRING OR SOLICITATION OF EMPLOYEES OR CUSTOMERS.

Employee shall not, during employment by the Company and for a period of one (1) year after the termination thereof (whether voluntary or involuntary), for any reason whatsoever, without the express prior written consent of the Authorized Representative of the Company, other than for the account of Company, directly or indirectly (including, without limitation, through the use of social networking tools):

(a) hire or employ, or attempt to hire or employ, any employee of the Company on behalf of any individual (including himself/herself), corporation or other entity;

(b) solicit, entice, encourage or induce or attempt to solicit, entice, encourage or induce any employee of the Company to leave the employ of or cease doing business with Company; or

(c) solicit, interfere with or divert, or attempt to solicit, interfere with or divert, business for services then offered or engaged in by the Company, on behalf of Employee or any third party, from any person who is or during such period becomes a customer, supplier, salesperson, agent or representative of the Company, or any person in the Company's "pipeline" or target list to whom the Company made specific proposals with respect to any of the foregoing, and in each case, with whom Employee or members of Employee's team (in the case of an Employee in a managerial or supervisory role) had substantial or meaningful contact during Employee's employment with the Company.

The restrictions set forth in clauses (a) and (b) of this Section 10 shall also be deemed applicable to the solicitation of former employees of the Company that had been employed by the Company at any time during the period commencing one (1) year prior to the termination of Employee's employment with the Company.

11. NO COMPETITION.

Employee shall not, during employment by the Company and for a period of one (1) year after the termination thereof (whether voluntary or involuntary), for any reason whatsoever, without the express prior written consent of the Authorized Representative of the Company, directly or indirectly (including, without limitation, through the use of social networking tools), for the benefit of any Person, in any geographical area in which the Company conducts business (or in such lesser area or for such lesser period as may be determined by a court of competent jurisdiction in a final, non-appealable judgment, to be a reasonable limitation on the competitive activity of the Employee):

(a) interfere in any way with the Company or the conduct of its business or otherwise divert or attempt to divert from Company any business whatsoever;

(b) pursue an actual or potential business opportunity that came to Employee's attention in connection with his/her employment by the Company and that he/she had not previously offered in writing to Company with sufficient advance notice to allow the Company to examine and pursue or reject such opportunity;

(c) solicit or attempt to solicit employees, former employees or customers, suppliers, salespersons, agents or representatives of the Company, or take any other action in violation of Section 10 hereof; or

(d) engage, or attempt or seek to engage, in any Direct Competition with the Company; provided that this Section 11(d) is not intended to restrict or impair Employee's ability to obtain employment, or earn a livelihood, in any manner that does not constitute Direct Competition with the Company.

12. BREACH.

Employee acknowledges and agrees that the restrictions contained in this Agreement, in view of the nature of Company's business, are reasonable and necessary to protect the legitimate business interests of Company, that their enforcement would not impose a hardship on or significantly impair Employee's ability to earn a livelihood, that any breach or threatened breach of this Agreement by Employee will cause irreparable injury to Company and that money damages shall not provide an adequate remedy for such breach or threatened breach. The remedy at law for any breach of this Agreement by Employee shall be inadequate, and Company shall therefore be entitled, in addition to any other relief available to it, to preliminary, temporary and permanent injunctive relief (for the full period contemplated under this Agreement from the date that such injunctive relief is granted) without the necessity of proving irreparable harm or the posting of any bond. Nothing contained herein shall be considered as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including any recovery of damages (including, without limitation, attorneys' fees incurred by the Company in enforcing its rights hereunder) from Employee. The Company may provide a copy of this Agreement to any third party in its sole and absolute discretion. Employee shall provide a copy of this Agreement to any subsequent prospective or actual employers so that they are properly advised of Employee's obligations hereunder.

13. PRIOR AGREEMENTS.

Employee represents and warrants to the Company that there are no restrictions, agreements or understandings, including, but not limited to, prior agreements containing covenants not to compete, oral or written, to which Employee is a party or by which Employee is bound, that prevent or make unlawful or actionable Employee's execution or performance of this Agreement.

14. ACKNOWLEDGEMENT OF REASONABLENESS; EMPLOYER'S LEGITIMATE BUSINESS INTERESTS. Employee and the Company specifically agree that the provisions of the restrictive covenants contained in this Agreement, including, without limitation, the post-employment covenants regarding non-solicitation and non-competition contained in Sections 10 and 11 hereof, are reasonable, that the inclusion of such covenants was a material inducement for the Company to enter into this Agreement, and that the Company would not have entered into this Agreement but for the inclusion of such covenants. Without limiting the foregoing, Employee understands that the Company's business is highly competitive and that the sources it has cultivated, its Business Activities, its approach to reporting, and its processes and methods are highly sought after and accordingly, confidential, and, therefore, the restrictive covenant is reasonable.

The Employee further acknowledges and agrees this Agreement protects (i) the substantial time, effort, money, and other resources invested by the Company in the creation, development, maintenance and protection of its workforce (including, without limitation, the on-going training of its reporters and editorial staff, endowing them with the unique and valuable skill set required to understand and report on complex legal matters and events and which Employee acknowledges is not merely general business knowledge), (ii) the Confidential Information of the Company which was disclosed or otherwise made known to Employee in the course of employment with the Company and (iii) the Company's substantial and ongoing customer, industry and employee relationships, each of which constitutes a legitimate business interest of the Company.

If a court or arbitrator determines, in a final, non-appealable judgment or order, that any restrictive covenant contained herein is unreasonable or otherwise exceeds limitations permitted by law, whether in period of time, geographical area, or otherwise, then Employee and the Company agree that such covenant shall be interpreted and enforced to the maximum extent permitted by law. Employee and the Company further authorize any such court or arbitrator to automatically reform any such covenant to afford the maximum permissible protection to the Company hereunder, and the Employee and the Company agree to accept, and be bound by, the Agreement as thus reformed.

Employee agrees and acknowledges that s/he has fully read and fully understood the terms of this Agreement.

15. MISCELLANEOUS.

(a) Indulgences, Etc. Neither the failure nor any delay on the part of Company to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial

exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(b) Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding any conflict-of-laws doctrines. This Agreement shall be interpreted without the aid of any canon, custom or rule of law requiring construction against the draftsman.

(c) Binding Nature of Agreement. This Agreement shall inure to the benefit of Company, its heirs, successors and assigns, including without limitation any transferee of the business operation, as a going concern, in which Employee is employed and shall be binding upon Employee, Employee's heirs, successors and personal representatives. None of the rights or obligations of Employee hereunder may be assigned or delegated. The Company may assign its rights under this Agreement in whole or in part at any time in its sole and absolute discretion.

(d) Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision or provisions may be invalid or unenforceable in whole or in part.

(e) Entire Agreement; No Oral Modification. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter of this Agreement, and supersedes in their entirety all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by Employee and the Authorized Representative of the Company. Furthermore, Employee acknowledges and confirms that any subsequent change or changes in his/her duties, compensation or benefits shall not affect the validity or scope of this Agreement. Notwithstanding the foregoing, nothing herein shall limit the application of any generally applicable PORTFOLIO MEDIA policy, practice, plan or the terms of any manual or handbook applicable to PORTFOLIO MEDIA's employees generally, except to the extent the foregoing directly conflict with this Agreement, in which case the terms of this Agreement shall prevail.

(f) Section Headings. The Section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

(g) Gender, etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

(h) Jurisdiction of Courts. Any legal suit, action, claim, proceeding or investigation arising out of or relating to this Agreement may be instituted in any state or federal court in the State of New York and Employee waives any objection which s/he may now or hereafter have to such venue of any such suit, action, claim, proceeding or investigation, and irrevocably submits to the personal and subject matter jurisdiction of any such court. Employee hereby irrevocably waives personal service of process and consents to process served in any such suit, action or proceeding by service of a copy thereof to him/her by regular mail. Such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Furthermore, nothing herein contained shall be deemed to affect the right of Company to commence legal proceedings or otherwise proceed against Employee in any jurisdiction other than the State of New York.

(i) Survival. All provisions of this Agreement which by their terms survive the termination of Employee's employment with the Company, including without limitation the post-employment obligations and covenants of Employee set forth in Sections 5 through 11 inclusive of this Agreement, shall survive termination of Employee's employment by the Company and shall remain in full force and effect thereafter in accordance with their terms.

(j) **WAIVER OF JURY TRIAL. THE PARTIES HERETO, ON BEHALF OF THEMSELVES AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION, DISPUTE OR PROCEEDING, WHETHER BY CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY HEIR, EXECUTOR, ADMINISTRATOR, SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT**

OF, CONCERNING OR IN ANY WAY RELATING TO THIS AGREEMENT, OR ANY FACTS OR CIRCUMSTANCES IN WHICH THIS AGREEMENT IS INVOLVED IN ANY WAY, SHALL BE TRIED WITHOUT A JURY. EMPLOYEE HEREBY KNOWINGLY, EXPRESSLY, VOLUNTARILY AND INTENTIONALLY WAIVES HIS/HER RIGHT TO A JURY TRIAL, IN ANY SUCH SUIT, ACTION, DISPUTE OR PROCEEDING, TO THE FULLEST EXTENT PERMITTED BY LAW.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

EMPLOYEE:

Signature:

Stephanie Russell-Kraft

Print Name:

Stephanie Russell-Kraft

Date:

08-05-2013

PORTFOLIO MEDIA INC.:

Signature:

Lynn Starace

Print Name:

Lynn Starace

Date:

08-05-13